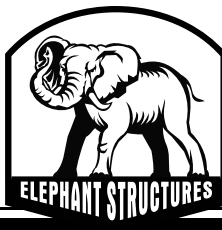


**1804 RIVER STREET
WILKESBORO, NC 28697-9318**



FAX 855 735-2530

PURCHASE DATE: _____ / _____ / _____

DEALER NAME: _____ **EMAIL:** _____ **PHONE:** _____

CUSTOMER: _____ **INSTALL ADDRESS:** _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTY: _____ TAX: _____

PHONE: MOBILE: EMAIL:

[illegible]

PLEASE NOTE: FRAME IS 1' SHORTER THAN ROOF LENGTH

ROOF STYLE: REGULAR ☐ HORIZONTAL ☐ VERTICAL ☐ **WALLS:** HORIZONTAL ☐ VERTICAL ☐ **BARN:** COUNTY ☐ RIDGELINE ☐ VALLEY ☐
INSTALLATION TYPE*: (WARRANTY VOID IF NOT LEVEL) GROUND ☐ CONCRETE ☐ ASPHALT ☐ WOOD ☐ BUILD OVER ☐ OTHER ☐ _____
POWER AVAILABLE: YES ☐ NO ☐ **CERTIFICATION REQUIRED:** NONE ☐ CERTIFIED (NO DRAWINGS) ☐ CERTIFIED (ELECTRONICALLY SEALED) ☐ CERTIFIED (SITE SPECIFIC) ☐

PLEASE PROVIDE A SKETCH OF BUILDING BELOW:

A full-page sheet of white graph paper with a light gray grid. The grid consists of small squares, approximately 10 units wide by 10 units high, covering the entire area below the header.

PLEASE SPECIFY DOOR AND WINDOW PLACEMENTS, LABELING WALLS: LEFT, RIGHT, FRONT, BACK

**Additional charges may apply for nontraditional installation types. Warranty void if installation site is not level.*

BINDING PURCHASE CONTRACT

This purchase agreement (the "Agreement") is made by and between Elephant Sales, LLC ("ES"), a North Carolina corporation, and Customer signed below as (the "Buyer").

Buyer agrees, after being fully educated about ES' various products, including the tubular frame, metal sheeting, and certified units, to buy, and ES agrees to sell, pursuant to the terms listed in this Agreement, the item described above.

Buyer has read and understands the terms of this agreement, including the terms and conditions contained on the reverse side of this document, which terms are expressly incorporated herein by reference, as well as any and all relevant warranty information, and agrees to be bound by same.

Customer Name (the "Buyer"):

Sales Representative / Dealer:

SIGN & DATE:

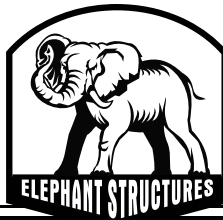
SIGN & DATE:

DOWN PAYMENT MADE PAYABLE TO DIRECTLY TO "DEALER". BALANCE TO BE PAID IN FULL AT TIME OF DELIVERY BY CASH, BANK CHECK OR MONEY ORDER
MADE PAYABLE TO ELEPHANT SALES, LLC. CREDIT CARDS NOT ACCEPTED FOR PAYMENT BALANCE.

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ELEPHANT SALES, LLC

1804 RIVER STREET
WILKESBORO, NC 28697-9318



FOR ORDER QUESTIONS CALL

TOLL FREE (855) 735-2527

FAX 855 735-2530

PURCHASE AGREEMENT TERMS AND CONDITIONS

1. ELEPHANT SALES, LLC HAS THE RIGHT TO CORRECT ERRORS MADE BY DEALER/OFFICE PERSONNEL CONCERNING PRICING OR TAXES. CUSTOMER HAS BEEN EDUCATED ABOUT THE VARIOUS PRODUCTS AND WARRANTIES
2. CERTIFIED UNIT: THIS UNIT IS TYPICALLY INSTALLED IN AREAS REQUIRING BUILDING PERMITS. CERTIFIED UNITS ARE BUILT ACCORDING TO AN ENGINEER BLUEPRINT AND ARE COVERED BY A LIMITED WARRANTY WITH A WIND AND SNOW RATING. CERTIFICATION CAN VARY BY CITY, COUNTY AND/OR STATE, AND BUILDINGS ARE ENGINEERED TO MEET LOCAL CODE UP TO 130MPH / 30PSF. STRONGER CERTIFICATION IS AVAILABLE AT ADDITIONAL COSTS APPLY. ASK ABOUT THE LIMITED WARRANTY COVERAGE IN YOUR AREA.
3. ANCHORS: ALL UNITS ARE SECURED WITH ANCHORS, WHICH PASS THROUGH THE BASE RAIL AND INTO THE GROUND/CONCRETE/ASPHALT/WOOD. AS THE BASE RAIL IS ONLY AFFIXED TO THE GROUND/CONCRETE/ASPHALT/WOOD WITH ANCHORS, THE CUSTOMER UNDERSTANDS AND AGREES THAT HE/SHE MAY EXPERIENCE WATER LEAKAGE UNDERNEATH THE BASE RAIL.
4. STANDARD BUILDINGS ARE ANCHORED WITH THE FOLLOWING ANCHORS: REBAR ANCHORS FOR GROUND INSTALLATION (THE REBAR IS 32" LONG BUT MAY BE SHORTENED WHEN INSTALLING IN DIFFICULT TERRAIN), CONCRETE ANCHORS FOR CONCRETE INSTALLATION (CONCRETE ANCHORS ARE 6" LONG – MAY PURCHASE LONGER ONES AT AN ADDITIONAL COST), MOBILE HOME ANCHORS AND ASPHALT MOBILE HOME ANCHORS ARE ALSO AVAILABLE FOR NON-CERTIFIED UNITS AT AN ADDITIONAL COST.
5. CERTIFIED UNITS COME WITH THE MOBILE HOME ANCHORS FOR GROUND INSTALLATION AND 7" CONCRETE ANCHORS FOR CEMENT INSTALLATION. ENGINEER BLUEPRINTS REQUIRE GROUND OR CONCRETE INSTALLATION. NO OTHER FOUNDATION IS ACCEPTABLE. SITE MUST BE 100% LEVEL OR UNIT WILL NOT BE CERTIFIED.
6. CUSTOMER IS RESPONSIBLE FOR INFORMING CONTRACTOR OF ANY UNDERGROUND CABLES, GAS LINES, PIPES, UTILITY HAZARDS OR RELEVANT MATTERS BEFORE INSTALLATION. ELEPHANT SALES, LLC IS NOT RESPONSIBLE FOR ANY NON-LOCATED OR UNMARKED LINES.
7. IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO INVESTIGATE WIND LOADS AND SNOW LOADS IN THE AREA OR TERRITORY IN WHICH THE BUILDING IS TO BE ERECTED IN ORDER TO SATISFY HIMSELF THAT THE BUILDING CONFORMS TO ALL APPLICABLE ZONING BY-LAWS, RULES, REGULATIONS, ORDINANCES, AND BUILDING CODES IN SAID AREA. IN THE EVENT THAT THE CUSTOMER FAILS TO COMPLY WITH SUCH ZONING BY-LAWS, RULES, REGULATIONS, ORDINANCES AND BUILDING CODES IN THE SAID AREA IN ERECTING THE BUILDING, THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, OF ANY KIND OR NATURE, WHETHER DIRECT OR INDIRECT, SUSTAINED BY SUCH FAILURE.
8. IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO INVESTIGATE AND ASCERTAIN THE APPLICABLE LIVE LOAD, SNOW LOAD, FRAME LOAD, WIND LOAD, BUILDING CODE, SEISMIC ZONE AND WIND EXPOSURE IN THE AREA, TERRITORY, CITY OR COUNTY IN WHICH THE BUILDING IS TO BE ERECTED. CUSTOMER'S FAILURE TO INVESTIGATE, ASCERTAIN AND CONVEY TO SELLER SUCH APPLICABLE LOADING REQUIREMENTS, SO THAT SELLER MAY ENTER SUCH APPROPRIATE LOADING REQUIREMENTS INTO THE TERMS AND CONDITIONS OF THE CONTRACT AND THEREBY HAVE THE MANUFACTURER OF CUSTOMER'S BUILDING DESIGN AND MANUFACTURE CUSTOMER'S BUILDING ACCORDING TO THE APPROPRIATE AND APPLICABLE LOADING REQUIREMENTS FOR CUSTOMER'S APPLICABLE AREA, TERRITORY, CITY OR COUNTY, SHALL RESULT IN CUSTOMER BEING REQUIRED TO PAY TO SELLER AN AND ALL PRICE INCREASES INCURRED BY SELLER FROM THE MANUFACTURER AS A RESULT OF SELLER CHANGING THE EXISTING LOADING REQUIREMENTS SET FORTH IN THIS CONTRACT TO THE APPROPRIATE LOADING REQUIREMENTS IN THE AREA, TERRITORY, CITY OR COUNTY IN WHICH THE BUILDING IS TO BE ERECTED.
9. PERMITS: CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL OBTAIN ANY NECESSARY CITY OR COUNTY PERMITS PRIOR TO INSTALLATION. CUSTOMER AGREES TO INDEMNIFY AND HOLD ELEPHANT SALES, LLC (INCLUDING PARENT, ASSOCIATED, PARTNER AND AFFILIATE COMPANIES) HARMLESS FOR VIOLATION OF ANY CITY/COUNTY ORDINANCE/CODE.
10. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO ASSURE THAT SOIL AND SUBSOIL CONDITIONS AT THE SITE LOCATION ARE OF SUFFICIENT DENSITY TO SUPPORT AND SUSTAIN PRESSURES AND FORCES EXERTED THEREON BY THE FOUNDATION, THE BUILDING PURCHASED AND THE TYPE AND QUANTITY OF MATERIAL STORED THEREIN.
11. ANY TAXES WHICH THE CUSTOMER MAY BE REQUIRED TO PAY OR COLLECT UNDER EXISTING OR FUTURE LAWS OF ANY COMPETENT AUTHORITY UPON OR WITH RESPECT TO THE SALE, PURCHASE, DELIVERY, STORAGE, PROCESSING, USE, CONSUMPTION OR TRANSPORTATION OF ANY OF THE MATERIALS COVERED HEREBY SHALL BE FOR THE ACCOUNT OF THE BUYER, WHO SHALL PROMPTLY PAY THE AMOUNT THEREOF TO THE SELLER UPON DEMAND.
12. TAX EXEMPT: IF BUYER IS TAX EXEMPT A TAX-EXEMPT CERTIFICATE MUST BE ATTACHED TO THE ORIGINAL ORDER(S) OTHERWISE THE APPLICABLE TAX WILL BE ADDED. NO EXCEPTIONS WILL BE MADE.
13. PAYMENT TERMS:
 - A. DOWN PAYMENT: CUSTOMER SHALL PAY DEALER A DOWN PAYMENT OF NO MORE THAN 10% (TEN PERCENT) OF THE PURCHASE PRICE AT THE TIME OF SALE. IF CUSTOMER PAYS DEALER AN AMOUNT EXCEEDING THE 10% (TEN PERCENT), CUSTOMER DOES SO AT HIS OWN RISK UNDERSTANDING THAT HE/SHE IS OBLIGATED TO REMIT PAYMENT OF THE REMAINING 90% (NINETY PERCENT) OF THE PURCHASE PRICE PLUS LOCAL TAX AS SET FORTH BELOW. ELEPHANT SALES, LLC IS NOT LIABLE FOR ANY MONEY COLLECTED BY THE DEALER.
 - B. BALANCE: CUSTOMER SHALL PAY THE REMAINING 90% (NINETY PERCENT) TO THE INSTALLATION CREW ON THE DATE OF THE INSTALLATION/DELIVERY. PAYMENT IS TO BE MADE IN CASH, CASHIERS CHECK, MONEY ORDER, DEBIT/CREDIT CARD SUBJECT TO 3% (THREE PERCENT) PROCESSING FEE. NO PERSONAL/COMPANY CHECKS ARE ACCEPTED AT TIME OF INSTALLATIONS. IF CUSTOMER WISHES TO MAKE ANY PAYMENT IN THE FORM OF A PERSONAL/COMPANY CHECK THIS MUST BE PAID PRIOR TO SCHEDULING.
 - C. EXCESSIVE DOWN PAYMENTS: IF CUSTOMER PAYS MORE THAN THE REQUIRED 10% (TEN PERCENT) DOWN AT THE TIME OF SALE, ELEPHANT SALES, LLC MUST RECEIVE THESE FUNDS FROM THE DEALER PRIOR TO INSTALLATION.
 - D. REFUNDS: IN THE EVENT THE CUSTOMER CANCELS THE ORDER FOR ANY REASON, CUSTOMER SHALL RECEIVE NO REFUND ON THE 10% (TEN PERCENT) DOWN PAYMENT. IN ADDITION THERE SHALL BE ABSOLUTELY NO REFUNDS ON SPECIAL/CUSTOM ORDERS.
14. SQUARE AND LEVEL: INSTALLATION SITE MUST BE SQUARE AND LEVEL PRIOR TO INSTALLATION. IN THE EVENT FOUNDATION IS NOT LEVEL BUT IS LESS THAN 4" (4 INCHES) OFF LEVEL UNIT WILL BE INSTALLED "AS IS" AND ALL WARRANTIES WILL BE VOID.
15. LABOR FEES: CUSTOMER WILL PAY AN ADDITIONAL LABOR CHARGE OF NO LESS THAN \$100 (ONE HUNDRED DOLLARS) IF INSTALLERS ARE REQUIRED TO DIG, CUT, FRAME TO LEVEL, INSTALL ON ANY FOUNDATION HIGHER THAN 2' (TWO FEET) AT ANY POINT CARRY FURTHER THAN A REASONABLE DISTANCE, INSTALL OVER ANY EXISTING STRUCTURE, INSTALL ON ANY WALL/DOCK/DECK.
16. 30 DAY WARRANTY ON WORKMANSHIP; THEREAFTER A RETURN TRIP & MATERIAL FEES APPLY. RETURN TRIP FEE: CUSTOMER WILL PAY A SERVICE FEE OF NO LESS THAN \$250.00 (TWO HUNDRED FIFTY DOLLARS) IF INSTALLATION CREW MUST RETURN TO INSTALL AN ADDITION TO A UNIT AFTER THE CARPORT IS INSTALLED AND ACCEPTED AS COMPLETE. RETURN TRIP FEE, UPGRADE COSTS OR ADDITIONAL MATERIALS FEES WILL BE REQUIRED TO BE PAID IN FULL IN ADVANCE.
17. SCHEDULING: CUSTOMER SERVICE WILL CONTACT CUSTOMER AT LEAST TWO DAYS IN ADVANCE BEFORE INSTALLATION.
18. ELEPHANT SALES, LLC IS NOT RESPONSIBLE FOR ANY CHANGES IN DELIVERY DATE CAUSED BY CIRCUMSTANCES OUT OF ELEPHANT SALES, LLC'S CONTROL INCLUDING BUT NOT LIMITED TO WEATHER, ACCIDENTS, TRUCK PROBLEMS, ETC.
19. THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS AND AGREEMENTS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.
20. THE TERMS OF THIS AGREEMENT, SAVE AND EXCEPT THE PRICE TERMS IN THE EVENT OF A PRICING ERROR/CHANGE ORDER MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES HERETO.
21. UPON ACCEPTANCE HEREOF, THIS ORDER AND SUCH ACCEPTANCE SHALL BE DEEMED TO BE A CONTRACT EMBODYING ALL WRITTEN UNDERSTANDINGS AND AGREEMENTS BETWEEN THE CUSTOMER AND THE SELLER RELATIVE TO THIS SALE. THE SELLER SHALL NOT BE BOUND BY ANY CONDITION, DEFINITION, REPRESENTATION OR WARRANTY OTHER THAN AS EXPRESSLY SET FORTH HEREIN OR INCORPORATED HEREIN BY EXPRESS APPLICABLE PROVINCIAL LEGISLATION. THIS CONTRACT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COUNTY OF WATAUGA, NC AND PRESUMED TO HAVE BEEN CONSUMMATED IN THE CITY OF BOONE, NC INASMUCH AS IT HAS BEEN HEREIN-ABOVE AGREED THAT DELIVERY HEREUNDER IS AT THE OFFICE OF THE SELLER'S PLACE OF BUSINESS IN THE CITY OF BOONE, NC. THE PARTIES AGREE THAT VENUE FOR ANY LITIGATION ARISING IN CONNECTION WITH THIS CONTRACT PROPERLY LIES ONLY IN THE CITY OF BOONE, NC.