

Terms, Conditions, and Warranties

1. ISS shall have the right to correct any errors made by the dealer concerning pricing or taxes.
2. ISS's available products and applicable warranties, including without limitation to the following:
 - A. **Standard (uncertified) units**- This unit is built according to ISS's specifications and industry standards. Uncertified units are not eligible for snow load or wind ratings. All uncertified units come with a 30 day limited warranty, which includes manufactures and or installation defects.
 - I. **Standard fourteen (14) gauge unit** - The fourteen (14) gauge unit is our most popular style. Fourteen (14) gauge units are constructed with 2 1/2" pre-galvanized square tubing. Fourteen (14) gauge does not carry, a rust through warranty. A 30 day manufactures limited warranty does apply.
 - II. **Standard twelve (12) gauge unit** - The twelve (12) gauge unit is constructed of more rigid 2 1/4" pre-galvanized square tubing which gives peace of mind through higher tinsel strength and thickness of material. Twelve (12) gauge units come with an additional 10 year warranty on rust through of the framing.
 - B. **Certified Units** - This unit is available in fourteen (14) gauge and twelve (12) gauge. Certified structures are backed by an engineer approved blueprint. These structures are wind and snow load rated for compliance with local code and state regulations in your area. Certified units are covered by a 5 year limited warranty in accordance with your engineered blueprints. Beginning on your delivery date certified units require concrete footings that ISS does not provide.
 - C. **Anchors** - All units are secured with anchors which pass through the base rail of the frame and into the ground (or concrete, asphalt, etc.) As the base rail is only affixed to the ground with anchors. Buyer understands and agrees that he/she may experience water leakage underneath the base rail.
 - I. **Uncertified units** - Uncertified units are anchored at every other post. Units are anchored with rebar or concrete anchors. Additional anchors may be purchased at an additional cost. Rebar anchors are 32" long, but may be shortened when installing on difficult terrain. Mobile home or post anchors are also available for uncertified units at an additional cost. There will be an additional charge for installation of mobile home or post anchors on asphalt.
 - II. **Certified Unit** - Certified units are anchored at every post, and mobile home anchors must be purchased for ground installations, and concrete anchors for cement installations. There will be an additional charge for installation of mobile home or post anchors on asphalt.
3. Buyer is responsible for informing ISS installers of any underground cables, gas line, utility hazards, or relevant matters prior to commencement of installation. ISS will not be held liable for damages done to submerged lines, pipes, cables, or other utility instrumentalities during installation.
4. Buyer shall be solely responsible for , and shall obtain, any necessary city or county permits prior to commencement of installation. ISS will not be held liable for any city or county ordinance or code violations.
5. **Payment Terms** -
 - A. **Down Payment** - Buyer shall pay dealer a down payment equal to ten percent (10%) of the purchase price at the time of the sale ("Down Payment") Buyer shall not pay dealer an amount exceeding the down payment. In the event buyer pays dealer an amount exceeding the down payment, buyer downs so at his own risk, understanding that he/she is contractually obligated to remit payment of the remaining ninety percent (90%) of the purchase price as set fourth below:
 - B. **Balance** - Buyer shall pay the remaining balance (ninety-percent(90%)) to the installation crew on the date of installation. Payment may be made by cash, credit, or checks made payable to Interstate Steel Structures.
 - C. **Excessive Down Payment** - If buyer pays more than the required ten percent (10%) down payment at the time of the sale, ISS must receive these funds from the dealer prior to installation.
 - D. **Refunds** - In the event buyer cancels the order, buyer shall receive no refund on the ten percent (10%) down payment. In addition, there shall be absolutely no refunds on special orders.
6. Lot must be leveled prior to installation or unit will be installed "as is" and any and all warranties will be void.
7. If buyer alters the unit in any manner, including without limitation and interior or exterior modifications, all warranties shall be immediately void. If buyers choose to run electric or plumbing to the unit, work must be preformed by a licensed contractor or all warranties will be void.
8. Buyer will pay an additional "labor charge" of no less than seventy-five dollars (\$75.00) if installers are required to dig, cut frame to level, carry materials further than a reasonable distance, or install on any wall or dock.
9. Buyer will pay a minimum service charge of seventy-five dollar (\$75.00) if installers must return to install an addition to an existing unit.
10. ISS will not be liable to buyer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in accepted items. For more specific terms please contact an ISS representative.
11. ISS is not responsible for changes in delivery dates caused by circumstances out of ISS's control (weather, accidents, etc.)
12. This agreement shall be interpreted and construed according to, and governed by the laws of the state of California. The parties hereto: (i) consent to submit itself to the personal jurisdiction of any state or federal court sitting in the county of Riverside, State of California., in any action or proceeding arising out of or relating to this agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agree not to bring any action or proceeding arising out of or relating to this agreement in any other court. Each of the parties here to waives any defense of inconvenience forum to the maintenance of any action or proceeding so brought and waives any bond, surety of other security that might be required of the other party with respect thereto.
13. 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. The terms of this agreement, save and except the price term in the event of a pricing error/change order, may be modified or amended only by a written instrument executed by the parties hereto.

Customer Signature

Date