



PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## METAL BUILDING KIT - PURCHASE AGREEMENT TERMS AND CONDITIONS

1. PSG CUSTOM FABRICATION, LLC ("PSG" OR "SELLER") 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. ALL TERMS APPLY TO ALL PSG PRODUCTS INCLUDING ANY KITS, PARTS, REPLACEMENT PARTS, ACCESSORIES, OR MATERIALS PROVIDED, PRODUCED, MANUFACTURED OR SUPPLIED BY PSG.
  2. YOUR ORDER FROM PSG CUSTOM FABRICATION, LLC IS AGREEMENT TO THESE TERMS AND CONDITIONS. YOU (HEREIN REFERRED TO AS "CUSTOMER" OR "YOU" AS THE CONTEXT REQUIRES) AGREE: A) YOU HAVE READ, FULLY UNDERSTAND, AND AGREED TO ALL TERMS AND CONSENT TO BE LEGALLY BOUND BY THE SAME, AND B) BY PLACING THIS ORDER (VIA AN ONLINE ORDER, BY PHONE, BY DEALERSHIP/RETAILER, IN PERSON, OR BY OTHER MEANS WITH OUR COMPANY), WHETHER SIGNED BY PEN OR ELECTRONIC SIGNATURE, YOU ACCEPT AND ARE BOUND BY SUCH TERMS BY PLACING AN ORDER.
  3. BY NO MEANS SHALL YOU ORDER OR OBTAIN PRODUCT OR SERVICES FROM PSG CUSTOM FABRICATION, LLC IF YOU DO NOT AGREE TO ALL SUCH TERMS AND CONDITIONS; AND CUSTOMER SHALL BE AT LEAST A) 18 YEARS OF AGE, B) LEGAL AGE TO FORM A BINDING CONTRACT, OR C) YOU ARE RESTRICTED FOR ANY REASON FROM ORDERING OUR COMPANY'S GOODS, SERVICES, OR D) YOU ARE RESTRICTED FOR ANY REASON FROM USING OUR WEBSITE OR COMPLETING BINDING CONTRACTS, FINANCIAL TRANSACTIONS ON BEHALF OF YOU OR YOUR COMPANY, ONLINE PAYMENTS, OR PURCHASE ORDERS.
  4. CERTIFIED UNITS: UNIT MAY BE INSTALLED IN AREAS REQUIRING BUILDING PERMITS. CERTIFIED UNITS ARE DESIGNED 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 AND ADDITIONAL COSTS APPLY.
  5. ANCHORS: ALL UNITS ARE DESIGNED TO BE 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. ADDITIONAL ANCHORS FOR ADDED STRENGTH AND SECURITY OVER AND ABOVE THOSE INCLUDED WITH PURCHASE MAY BE PURCHASED AT ADDITIONAL COSTS.
  6. 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 - CUSTOMER MAY PURCHASE LONGER ONES AT ADDITIONAL COSTS), MOBILE HOME ANCHORS AND ASPHALT MOBILE HOME ANCHORS ARE ALSO AVAILABLE FOR NON-CERTIFIED UNITS AT AN ADDITIONAL COST.
  7. 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.
  8. WARNING - CUSTOMER IS RESPONSIBLE FOR INFORMING ANY CONSTRUCTION CONTRACTOR OF ANY UNDERGROUND CABLES, GAS LINES, PIPES, UTILITY HAZARDS OR RELEVANT MATTERS BEFORE INSTALLATION. PSG CUSTOM FABRICATION, LLC IS NOT RESPONSIBLE FOR ANY NON-LOCATED OR UNMARKED LINES, FOUNDATION, OR ANY OTHER SITE CONDITIONS.
  9. 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 ERRECTED IN ORDER TO SATISFY THEMSELVES 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 ERRECTING 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.
  10. 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 ERRECTED. 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 ANY 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 ERRECTED.
  11. 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 PSG CUSTOM FABRICATION, LLC (INCLUDING PARENT, ASSOCIATED, PARTNER, CONTRACTORS AND AFFILIATE COMPANIES) HARMLESS FOR VIOLATION OF ANY CITY/COUNTY ORDINANCE/CODE.
  12. 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.
  13. 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.
  14. 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.
- PAYMENT TERMS**
- A. DOWN PAYMENT: CUSTOMER SHALL PAY DEALER A DOWN PAYMENT OF NO MORE THAN PREDETERMINED DEPOSIT (UP TO 25%) OF THE PURCHASE PRICE AT THE TIME OF SALE. IF CUSTOMER PAYS DEALER RETAILER AN AMOUNT EXCEEDING THE PREDETERMINED DEPOSIT, CUSTOMER DOES SO AT HIS OWN RISK UNDERSTANDING THAT HE/ SHE IS OBLIGATED TO REMIT PAYMENT OF THE REMAINING BALANCE OF THE PURCHASE PRICE PLUS LOCAL TAX AS SET FORTH BELOW. PSG CUSTOM FABRICATION, LLC IS NOT LIABLE FOR ANY MONEY COLLECTED BY THE DEALER RETAILER.
  - B. KIT PAYMENT BALANCE DUE: CUSTOMER SHALL PAY ANY REMAINING BALANCE (TOTAL ORDER LESS DEPOSIT PAID) MADE PAYABLE TO "PSG CUSTOM FABRICATION, LLC" PRIOR TO SHIPPING. PAYMENT IS TO BE MADE BY CERTIFIED CHECK, CASHIERS CHECK, CHECK BY PHONE, ELECTRONIC FUNDS TRANSFERS (EFT), MONEY ORDER, OR BY DEBIT/ CREDIT CARD (SUBJECT TO THREE PERCENT (3%) PROCESSING FEE). NO PERSONAL/ COMPANY CHECKS ARE ACCEPTED AT TIME OF SHIPPING. IF CUSTOMER WISHES TO MAKE ANY PAYMENT IN THE FORM OF A PERSONAL/ COMPANY CHECK THIS MUST BE PAID PRIOR TO SCHEDULING THE SHIPMENT.
  - C. EXCESSIVE DOWN PAYMENT: IF CUSTOMER PAYS MORE THAN REQUIRED PREDETERMINED DEPOSIT (UP TO 25%) DOWN AT THE TIME OF SALE, PSG CUSTOM FABRICATION, LLC MUST RECEIVE FUNDS FROM THE DEALER PRIOR TO SHIPPING.
  - D. REFUNDS: IN THE EVENT CUSTOMER CANCELS AN ORDER FOR ANY REASON AFTER 3 DAYS OF ORDER DATE, CUSTOMER SHALL RECEIVE NO REFUND ON THE ORIGINAL PREDETERMINED DEPOSIT (UP TO 25%) DOWN PAYMENT. IN ADDITION THERE SHALL BE ABSOLUTELY NO REFUNDS ON SPECIAL/ CUSTOM ORDERS. ANY REFUND IS SUBJECT TO A \$50 ADMINISTRATIVE CHARGE.
15. WARNING - SQUARE AND LEVEL: INSTALLATION SITE MUST BE SQUARE AND LEVEL PRIOR TO INSTALLATION. IN THE EVENT FOUNDATION IS NOT LEVEL WITHIN 3" (3 INCHES) IN ALL DIRECTIONS, UNIT WILL BE CONSIDERED INSTALLED "AS IS" AND ALL WARRANTIES WILL BE VOID. PSG CUSTOM FABRICATION, LLC IS NOT LIABLE FOR ANY SELF-PERFORMED LABOR, STRUCTURAL, OR MATERIAL CUSTOMIZATION IN ANY WAY. CUSTOMIZATION TO STRUCTURE SHALL ALSO VOICE ALL WARRANTIES.
  16. SCHEDULING WILL CONTACT CUSTOMER AT LEAST TWO DAYS PRIOR TO SHIPPING TO ENSURE CUSTOMER IS READY FOR DELIVERY. METAL BUILDING STRUCTURAL FRAME WILL ARRIVE SEPARATELY FROM METAL SHEETING. UPON NOTICE THAT ORDER IS READY TO BE SCHEDULED, IF BUYER IS NOT READY TO RECEIVE ORDER WITHIN 14 DAYS, A STORAGE FEE MAY BE ACCESSED. STORAGE FEE IS 2% OF RETAIL PER DAY UNLESS OTHERWISE ARRANGED, DEFINED, AND AGREED TO BY SELLER.
  17. CUSTOMER IS RESPONSIBLE FOR OFFLOADING ALL MATERIALS AT DELIVERY UNLESS OTHERWISE ARRANGED AND CONTRACTED IN ORDER AND BEFORE SHIPMENT LEAVES OUR FACTORY. CUSTOMER UNDERSTANDS STEEL BUILDING FRAME COMPONENTS AND METAL SHEETING SIDING PANELS WILL SHIP AND BE DELIVERED TO CUSTOMER SEPARATELY AND THAT SHIPMENTS MAY ARRIVE ON SEPARATE DATES AND TIMES.
  18. RETURN TRIP & MATERIAL FEES APPLY. IF ANY ADDITIONAL OPTIONS, ACCESSORIES, OR MATERIALS ARE REQUIRED FOR A UNIT AFTER THE BUILDING KIT HAS LEFT OUR FACTORY. FULL COST OF UPGRADES, ADDITIONAL MATERIALS FEES, AND SHIPPING WILL BE REQUIRED TO BE PAID IN FULL PRIOR TO SHIPPING SUCH ITEMS TO CUSTOMER.
  19. PSG CUSTOM FABRICATION, LLC IS NOT RESPONSIBLE FOR ANY CHANGES IN DELIVERY DATE CAUSED BY CIRCUMSTANCES OUT OF ITS CONTROL INCLUDING BUT NOT LIMITED TO WEATHER, ACCIDENTS, LOCAL RESTRICTIONS, TRUCK PROBLEMS, ACTS OF GOD, OR ANY OTHER CONDITIONS OUTSIDE OF ITS CONTROL, ETC.
  20. 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.
  21. 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.

22. CUSTOMER HAS REVIEWED IN-FULL LIMITED WARRANTY TERMS.

### 20 YEAR LIMITED WARRANTY

- 1 THE LIMITED WARRANTY PROVIDED BY PSG CUSTOM FABRICATION (PSG) SHALL PROVIDE CUSTOMER WITH THE FOLLOWING LEGAL RIGHTS AS SPECIFIED HEREIN. RIGHTS MAY VARY FROM STATE TO STATE AS PERMITTED BY LAW.
  - 1.1 THIS WARRANTY APPLIES ONLY TO PSG STEEL FRAME SYSTEMS AND SHALL NOT APPLY TO ANY OTHER PRODUCTS. WITHIN AN ACTIVE WARRANTY PERIOD THIS WARRANTY EXPLICITLY COVERS ONLY STEEL BUILDING FRAME PARTS AND MATERIALS EXPLICITLY MANUFACTURED BY PSG CUSTOM FABRICATION. THIS SHALL EXCLUDE ANY PARTS, MATERIALS, OR COMPONENTS OTHERWISE MANUFACTURED BY A THIRD PARTY, VENDOR, OR OTHER SUPPLIER. ONLY STEEL FRAMES DIRECTLY MANUFACTURED BY PSG AND PURCHASED FROM PSG ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP.
  - 2 PSG SHALL BE RESPONSIBLE FOR DEFECTIVE STEEL FRAME, BUT THIS WARRANTY IS LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF DEFECTIVE STEEL BUILDING FRAME AS DETERMINED BY PSG AT PSG'S SOLE DISCRETION.
  - 2.1 THIS LIMITED WARRANTY SHALL ONLY APPLY TO THE ORIGINAL PURCHASE ORDER AND THEREFORE THE ORIGINAL BUYER OF THE SPECIFIED STEEL BUILDING FRAME ORDERED ON ORIGINATING PURCHASE CONTRACT. THIS WARRANTY IS NONTRANSFERABLE AND SHALL NOT TRANSFER TO ANY OTHER SUBSEQUENT OWNER OR RECIPIENT OF STEEL BUILDING FRAME MATERIALS.
  - 2.2 THIS LIMITED WARRANTY SHALL APPLY THROUGHOUT, BUT NO MORE THAN, THE TERM OF THE WARRANTY PERIOD (AS DEFINED HEREIN) AS SPECIFIED HERE SOLELY AND EXPLICITLY TO THE DEFECTS IN MATERIAL AND WORKMANSHIP OF THE STEEL FRAME MANUFACTURED BY PSG, AND THIS WARRANTY SHALL NOT COVER ANY DEFECT OR DAMAGE TO THE STEEL BUILDING FRAME DUE TO:
    - A) ANY UNAUTHORIZED REPAIR BY CUSTOMER OR OTHER THIRD PARTY; B) ANY DEFECT ARISING FROM NORMAL WEAR AND TEAR; C) ERRECTING THE STEEL BUILDING FRAME ON ANYTHING OTHER THAN A LEVEL SURFACE (WITHIN 3" IN ALL DIRECTIONS); D) ANY FAILURE TO FOLLOW PROVIDED STEEL BUILDING FRAME INSTRUCTIONS OR TO PERFORM ANY PREVENTIVE MAINTENANCE REQUIRED TO MAINTAIN SUCH STEEL BUILDING FRAME; E) ANY MODIFICATIONS TO THE STEEL BUILDING FRAME NOT REVIEWED AND AUTHORIZED BEFOREHAND IN WRITING BY PSG; F) ANY USE, MISUSE, MODIFICATION, OR FABRICATION OF THE STEEL BUILDING FRAME OR ANY COMPONENT THEREOF, PARTS, MATERIALS, PROCESSES, SYSTEMS, OR OTHER MATTER NOT PREVIOUSLY REVIEWED AND AUTHORIZED IN WRITING BY PSG; G) MISUSE OR MISHANDLING OF THE STEEL BUILDING FRAME, INADEQUATE OR IMPROPER TRANSPORTATION OR STORAGE, OR INADEQUATE, IMPROPER, OR ANY UNAUTHORIZED USE, MODIFICATION, CONSTRUCTION, ASSEMBLY, OR INSTALLATION. THIS INCLUDES FAILURE TO VERIFY AND COMPLY WITH ALL LOCAL LAWS AND REGULATIONS BY LOCAL AUTHORITY HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO THE LOCAL BUILDING CODE REQUIREMENTS, REGULATIONS, OR ANY REQUIRED BUILDING OR OTHER PERMITS; H) ANY OTHER CAUSES SUCH AS ACCIDENTS, ABUSE, OR OTHER ACTIONS TAKEN OR EVENTS OUTSIDE OF PSG'S REASONABLE CONTROL INCLUDING ANY ACTIONS, OMISSIONS, OR EFFECTS DERIVED BY WAY OF THIRD-PARTY VENDORS; I) ANY EXPOSURES OF THE STEEL BUILDING FRAME TO ABRASION, MOISTURE, VAPOR, OR OTHER EXPOSURE FROM WASTE AND WATER MIXTURES, OR OTHER MATERIAL OR SOLUTIONS WHICH MIGHT INCREASE THE PROVIDED CORROSION OR RUST RESISTANCE, INCLUDING BUT NOT LIMITED TO AMMONIA, CHEMICALS, SALT, OR OTHER CORROSIVE OR ABRASIVE CHEMICAL OR MATERIALS; J) ANY DEFECT FROM PET, LIVESTOCK, WILD OR OTHER ANIMAL HABITAT OR CONFINEMENT WITHIN THE STRUCTURE; K) ANY DEFECT ARISING FROM NOT PROMPTLY UNPACKING (WITHIN AT LEAST 30 DAYS FROM DELIVERY) OR PROPERLY HANDLING MATERIALS PRIOR TO CONSTRUCTION AND ANY STEEL BUILDING METAL SHEETING PANELS INSTALLED HORIZONTALLY.
  - 3 PROPER MAINTENANCE. CUSTOMER HEREIN AGREES TO PROPERLY MAINTAIN THEIR STEEL BUILDING FRAME. THIS SHALL INCLUDE REGULAR MAINTENANCE AND INSPECTION OF THE FRAME, AND CUSTOMER UNDERSTANDS THAT THE SILVER OR GRAY ZINC COAT SPRAY PAINT SHOULD BE USED IMMEDIATELY TO COVER ANY VISIBLE CORROSION OR RUST. CUSTOMER SHOULD PAY ADDED ATTENTION TO WELDED SEAMS AND FRAME CONNECTION POINTS, ANCHORS, AND ANY OPEN ENDS OR EDGES OF THE STEEL BUILDING FRAME SYSTEM. PART OF SUCH MAINTENANCE SHALL BE TO SPRAY EACH OF THESE PARTS OF THE STEEL BUILDING FRAME SYSTEM IMMEDIATELY AFTER INSTALLATION TO ENSURE ANY CONSTRUCTION STRESSES AND HANDLING IS COATED FOR PROPER PROTECTION. REGULAR MAINTENANCE SHALL ALSO INCLUDE REMOVING STANDING DEBRIS, REMEDYING EXCESS WATER EXPOSURES, AND MAINTAINING ACCUMULATION OF SNOW AND ICE ACCUMULATION WHEN STRUCTURE IS ERRECTED IN AREAS OF HIGH SNOW LOAD OR REGULAR ACCUMULATION.
  - 4 WARRANTY PERIOD. THE 20-YEAR LIMITED WARRANTY PERIOD SHALL BEGIN ON THE DATE OF SHIPMENT FROM OUR FACTORY AND SHALL END ON THE SAME DATE TWENTY (20) YEARS LATER. THE INCLUDED WARRANTY PERIOD SHALL NOT BE MODIFIED OR EXTENDED FROM ITS ORIGINATED DATE UNDER ANY CIRCUMSTANCES INCLUDING REPAIR OR REPLACEMENT OF THE STEEL BUILDING FRAME OR COMPONENTS THEREOF AS CONTRACTED AND SERVICED UNDER THIS WARRANTY. IN ANY EVENT OR CIRCUMSTANCE WHERE CUSTOMER DOES NOT UNPACK ANY MATERIALS OF THE STEEL BUILDING FRAME SYSTEM ORDERED CAN RESULT IN DAMAGE AND RAPID CORROSION OF THE STEEL BUILDING COMPONENTS. AS SUCH, WARRANTY SHALL BE VOID IF ENTIRE BUILDING SYSTEM IS NOT FULLY CONSTRUCTED INCLUDING ALL PARTS, ACCESSORIES, AND COMPONENTS WITHIN THIRTY (30) DAYS OF DELIVERY. PSG RESERVES THE RIGHT TO ALTER OR MODIFY THIS LIMITED WARRANTY AT ANY TIME WITHOUT NOTICE, BUT SUCH CHANGES SHALL NOT BE RETROACTIVE TO ANY PURCHASE DATE PRIOR TO THE ALTERATION.
  - 5 PSG SHALL WARRANTY ANY DEFECTIVE STEEL BUILDING FRAME COMPONENT OF WHICH WE'RE NOTIFIED DURING THE ACTIVE LIMITED WARRANTY PERIOD. WE RESERVE THE RIGHT TO CHOOSE HOW TO BEST REMEDY SUCH DEFECT UNDER SUCH SPECIFICATIONS AS PROVIDED AT THE TIME, AND WE WILL AT OUR SOLE DISCRETION REMEDY SUCH DEFECT BY REPLACING OR REPAIRING THE PART, MATERIAL, OR COMPONENT FREE OF CHARGE EXCLUDING ANY REQUIRED SHIPPING AND HANDLING TO DELIVER SUCH TO THE CUSTOMER.
  - 6 CLAIMS. CUSTOMER SHALL PROVIDE ORIGINAL PURCHASE ORDER DOCUMENTATION WITH SUBMISSION OF ANY CLAIM AGAINST THIS LIMITED WARRANTY DURING CUSTOMER'S ACTIVE SERVICE PERIOD. CUSTOMER WILL BE REQUIRED TO VERIFY LOCATION AND IDENTITY TO VERIFY THEY ARE THE ORIGINAL PURCHASER, AND IT SHALL BE REQUIRED THAT CUSTOMER TAKE PHOTOGRAPHS OF THE STEEL BUILDING IN TOTAL AND THE INDIVIDUAL DEFECT FROM VARIOUS PERSPECTIVES FOR SUBMISSION ALONG WITH ANY RELATED DOCUMENTATION FOR PSG TO REVIEW SUCH CLAIM FOR PROCESSING AND TO ACCESS THE DEFECT FOR PROPER REMEDY. AN ON-SITE INSPECTION MAY BE REQUIRED TO REVIEW AND ASSESS A CLAIM. IN SUCH EVENT, PSG SHALL HAVE UNRESTRICTED ACCESS TO THE STEEL BUILDING SITE INCLUDING EXTERIOR AND INTERIOR OF THE STEEL BUILDING. NON-COMPLIANCE WITH ANY OF THESE TERMS OR UNWILLINGNESS TO SUPPLY ANY REQUESTED ACCESS, DOCUMENTATION, OR PHOTOGRAPHY SHALL VOID A CLAIM AND PSG SHALL IMMEDIATELY DECLINE REPAIR OR REPLACEMENT AS SUCH.
  - 7 THE REMEDIES DESCRIBED ABOVE ARE THE CUSTOMER'S ONLY AND EXCLUSIVE REMEDY INCLUDING PSG'S ENTIRE OBLIGATION AND LIABILITY FOR ANY DEFECT OR BREACH OF THIS LIMITED WARRANTY. NO OTHER REMEDIES FOR OUTSIDE OF THOSE CLEARLY STATED HEREIN SHALL APPLY UNDER ANY CIRCUMSTANCES. FURTHERMORE, PSG, ITS PARENTS, AFFILIATES, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNEES SHALL IN ANY EVENT BE HELD LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER RAMIFICATIONS MONETARY OR OTHERWISE. BE THEY DIRECT OR INDIRECT INCLUDING NEGLIGENCE OR OTHERWISE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PSG HAS BEEN ADVISED OF ANY SUCH POSSIBILITIES, NOTWITHSTANDING THE FAILURE OF REMEDY AS PROVIDED HEREIN UNDER AN ACTIVE WARRANTY PERIOD FOR COMPLIANCE WITH THE WARRANTY'S EXPLICIT COVERAGE AND PURPOSE. IF SUCH EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE NOT ALLOWED BY STATE LAW OR ANY OTHER TERMS OR CONDITIONS HEREIN, ALL OTHER TERMS REMAIN ENFORCED AND INTACT AS ALLOWED BY LAW.
  - 8 IN NO EVENT SHALL PSG'S TOTAL LIABILITY IN AGGREGATE AND ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO PSG FOR THE PRODUCTS SOLD HEREIN THIS PURCHASE AGREEMENT.
23. 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.

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