

P.O. Box 1263 / 187 Cardinal Ridge Trail
 Dobson, N.C. 27017
 Email: cci@carolinacarports.com
 Website: www.carolinacarports.com



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DEALER						DEALER PHONE NO.						DATE			
CUSTOMER NAME								COUNTY				TAX		(Where Delivered)	
ADDRESS								CITY				STATE		ZIP	
PHONE		WORK		()		HOME		()		OTHER		()			
ROOF STYLE		Regular				Boxed Eave				Vertical				GAUGE	
UNIT SIZE		Width				Length				Height				POWER AVAILABLE	
COLOR		Top				Sides				Trim				UNCERTIFIED	
SURFACE TYPE		Ground				Cement				Asphalt				Wood	
														Other	

NOTE: FRAME 1 FT. SHORTER THAN ROOF LENGTH

All Orders C.O.D.

										Price	
										Tax	
										Subtotal	
										% Down Payment Before Tax	
										Any order over \$15,000 requires a 50% payment of the balance due at the time of scheduling.	
										Total	
										Additional Labor Charge	
										Manufacturing Surcharge 20%	
										Balance Due at Installation	
										Payment Options:	
										Cash	
										Check	
										M.O.	
										P.O.	

↓ Please Provide Placement And Spacing Of Windows, Doors And/Or Openings. ↓

C.C./E-Check (with a 2% processing fee)

Front View (Width)		Left Side (Length)		Right Side (Length)		Back View (Width)	

BINDING PURCHASE CONTRACT

LOT MUST BE LEVEL PRIOR TO INSTALLATION

CHECK WITH YOUR COUNTY/CITY TO SEE IF YOU NEED A ZONING AND/OR BUILDING PERMIT

This purchase agreement (the "Agreement") is made by and between Carolina Carports, Inc. ("CCI"), a North Carolina Corporation, and _____ (the "Buyer"). Buyer agrees to buy, and CCI agrees to sell, pursuant to the terms listed in this Agreement, the item described above. Buyer has read and understands the terms to this Agreement, including the terms and conditions contained on the reverse side of this document and agrees to be bound by the same.

Customer: _____

CCI: _____

Email: _____

By: _____

Site Will Be Level Int.

Terms, Conditions, and Warranties

1. **Products and Warranties.** Buyer has been educated about CCI's various products and warranties, including without limitation the following:
 - a. **Standard (Uncertified) Unit.** The Standard (Uncertified) Unit is built according to CCI specifications and are not wind/snow load rated.
 - b. **Certified Unit.** Certified Units are built according to an engineer blueprint and are wind/snow load rated.
2. **Warranty Limitations.**
 - a. **Unlevel Installation Site Voids Warranty.** Warranties shall be immediately void if the foundation is not level prior to installation. Units installed on an installation site that is not level may be installed "as is."
 - b. **Modification of Structure Voids Warranty.** Warranties shall be immediately void if buyer alters the unit in any manner.
 - c. **Baseraill Leaks.** CCI does not seal under the base of the unit and is not responsible for leaks under the baseraill.
3. **Pricing Terms.**
 - a. **Price Subject to Change.** CCI's prices are subject to change without notice.
 - b. **Additional Charges.**
 - i. **Labor Charge.** Buyer will pay an additional labor charge of not less than fifty dollars (\$50.00) if the installation contractor is required to dig, level, carry installation materials further than a reasonable distance or install the unit on any wall, dock, or over any existing structure.
 - ii. **Service Charge.** Buyer will pay a service charge of not less than two hundred dollars (\$200.00) if the installation contractor must return to install an addition to an existing unit or if unit must be re-shipped due to customer error, unlevel jobsite or other similar issue.
 - iii. **Taxes and Fees.** Buyer agreed to pay all applicable sales or other taxes, unless exempt therefrom.
 - iv. **Right to Correct.** CCI shall have the right to correct any pricing or tax errors made by dealer. Prices for orders placed on hold will only be guaranteed for a 90 calendar day period. If an order is on hold for more than 90 days, customer may be subject to a price increase that equals CCI's current pricing at the time of delivery/installation.
4. **Payment Terms.**
 - a. **Down Payment.** Buyer shall pay dealer a down payment equal to _____ of the retail price at the time of the sale. Buyer shall not pay dealer an amount exceeding the down payment. In the event Buyer pays dealer an amount exceeding the down payment, Buyer does so at his own risk with the undersanding that Buyer is contractually obligated to remit payment of any remaining balance of the purchase price)the "Balance") as set forth below.
 - b. **Balance.** Buyer shall pay the balance to the installation contractor on the date of installation. Payment may be made by check or credit card. Payments made by credit card are subject to an additional fee equal to two percent (2%) of the balance paid by credit card.
 - c. **Excess Down Payment.** If Buyer pays more than the required Down Payment at the time of the sale, CCI must receive these funds from the dealer prior to installation or CCI will not schedule installation.
 - d. **No Refunds.** In the event Buyer cancels the order, Buyer shall receive no refund of the down payment.
 - e. **Security Interest.** Buyer expressly agrees that the unit shall remain property of CCI until the purchase price under the agreement is paid in full. CCI hereby retains a purchase money security interest in the unit as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where unit is being installed. Failure to pay the purchase price under the agreement will result in repossession of unit. Repossession does not relieve Buyer from liability for specific performance of the agreement.
5. **Delivery and Installation; Limitation on Liability.**
 - a. **Delayed Delivery.** CCI is not responsible for changes in delivery dates caused by circumstances out of CCI's control, including but not limited to inclement weather conditions, installation contractor running behind, accidents, and acts of God.
 - b. **Buyer Responsible for Locating Underground Utilities.** Buyer is responsible for informing installation contractors of any underground cables, gas lines, utility hazards, or relevant matters prior to installation. This may require Buyer to contact the utility company to request that the locations of the Underground Utilities be marked. Buyer agrees to indemnify and hold CCI harmless for any damage done to submerged lines, pipes, cables, or other utility instrumentalities during installation.
 - c. **Buyer Responsible for Permits.** Buyer shall be solely responsible for, and shall obtain, any necessary city or county permits prior to commencement of installation. Buyer agrees to indemnify and hold CCI harmless for violation of any city or county ordinance or code.
 - d. **Limitation on Liability.** CCI will not be liable to Buyer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in accepted items.
6. **Jurisdiction and Venue.** The parties hereto: (i) consent to submit itself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to the Agreement, (ii) agree that all claims in respect of such action for 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 related to the Agreement in any other court. Each of the parties here to waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto.
7. **Governing Law.** This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina.
8. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
9. **Entire Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, and superseded all prior written or oral communications, representations and agreements relating to the subject matter of this agreement.
10. **Modification.** 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.
11. **Waiver; Enforceability.** The waiver by any part of a breach or a default of any provision of this Agreeemtn by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of any party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Survival.** Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Governing Law, and Survival.