



STEEL BUILDINGS AND STRUCTURES, INC.

820 Reeves Drive Mount Airy, NC 27030
 P.O. BOX 1287 • MT. AIRY, NC 27030
 TOLL FREE: 877-272-8276 FAX: 336-551-3449
 LOCAL: 336-367-6600

SBS DEALER _____
 DEALER PHONE _____
 ORDER DATE _____

Customer Name:				County:				Tax %	
Address:			City:			State:		Zip:	
Install Address:			City:			State:		Zip:	
Phone Nos.		Work:		Alt		Primary			
Unit Size		Width	Roof Length	Height	Base Length		Gauge		
In Feet-->>									All Orders C.O.D.
Carport								Price	
Garage									
Utility									
Pavilion									
Barn									
Item	Qty	Description				Unit Price	Extended	Tax	
Base Size	2								
Gauge Frame	3								
Certification	4								
Side Height	5							Subtotal	
Bracing	6							%	
Close Sides	7								
Back	8								
Front	8								
Garage Door	9								
Garage Door	9							Total	
Walk-in Door	9								
Windows	9								
Panels	9							Additional Labor Charge	
Panels	9								
Other (Specify)									
Other (Specify)									
Other (Specify)								Balance Due at Installation	
Other (Specify)									
NOTE: BASE FRAME IS 1 FT SHORTER THAN ROOF LENGTH									
Installation Surface		Cement		Ground		Asphalt		Other	
Power Available		Yes		No		Site Ready?		Jobsite Level?	
Roof Color								Steel Buildings and Structures, Inc. has the right to correct any pricing and sales tax errors. Prices do not include site leveling, grading, and foundation preparation. Sites that are not level and not prepared will be installed as is at the discretion of our independent contractor on site. Job site must be level. We will contact you 1-5 days before installation.	
Sides / End Color									
Gable Color									
Trim Color									
Comments:									
								Total Balance Due at Installation	

BINDING PURCHASE CONTRACT

This purchase agreement (the "Agreement") is made by and between Steel Buildings and Structures, Inc. ("SBS"), a North Carolina Corporation and _____ (the "Buyer"). Buyer agrees, after being fully educated about SBS's various products, including the fourteen (14) gauge, twelve (12) gauge, non-certified and certified units, to buy, and SBS agrees to sell, pursuant to the terms listed in this Agreement described above. Buyer has read and understands the terms of this agreement, including the terms and conditions contained at the bottom 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.

_____ Buyer is aware that installation site must be level
 _____ Buyer is responsible for all permits, site plans, and any other approvals before commencement of construction

_____ Buyer is aware that installation site must have no obstructions
 _____ Buyer is aware that if a building permit is required, buyer must purchase a certified unit

Customer: _____

SBS:

E-mail Address: _____

By: _____

Terms, Conditions, and Warranties

1. SBS shall have the right to correct any errors made by any party in regard to pricing and/or sales tax.
2. Lot must be level prior to installation, otherwise unit may be installed 'as is' and any and all warranties will be void.
3. Buyer is aware of SBS's various products and warranties, without limitation the following:
 - a. Standard (Non-certified) Units – This unit is built according to the manufacturer's specifications and industry standards, but will not likely be available for a building permit in certain areas. Inquire for warranty information.
 - i. Standard Fourteen (14) Gauge Unit - The fourteen (14) gauge unit references the tubing thickness used on the framing. Those units are constructed with 2 ½" x 2 ½" square tubing. Inquire for warranty information.
 - ii. Standard Twelve (12) Gauge Unit – The twelve (12) gauge unit is constructed of more ridge 2 ¼" x 2 ¼" square tubing, which offers a higher tensile strength and thickness of material. Inquire for warranty information.
 - b. Certified Units – These units, available in fourteen (14) or twelve (12) gauge, are typically installed in areas that require building permits. Certified units are built according to engineer specifications and engineer blueprint/drawings.
 - c. Anchors – All units are secured with anchors that pass through the base rail of the frame and into the ground (concrete, asphalt, etc.) The base rail is affixed only to the installation surface with those anchors and Buyer is aware of and understands and agrees that he/she may experience water leakage under the baserail.
 - i. Standard (Non-Certified) Units – These units are anchored with rebar anchors for ground installation or concrete wedge anchors for concrete installation. The rebar anchors are thirty-two inches (32") long but may be shortened in length when installing on difficult terrain. Mobile home (auger type) anchors are available for non-certified units at a small additional charge.
 - ii. Certified Units – The standard anchor for this unit is the mobile home (auger type) anchor for ground installations. We utilize concrete anchors for concrete installations. There is an additional charge for installing mobile home (auger type) anchors on asphalt.
4. Buyer is responsible for informing the Independent Installation Contractors of any underground cables, gas lines, utility hazards or relevant matters prior to commencement of installation. Buyer agrees to indemnify and hold SBS (the manufacturer) and the Dealer (seller) harmless for any damage done to submerged lines, pipes, cables, or other utility instrumentalities during installation.
5. Buyer shall be solely responsible for, and shall obtain, any and all necessary city, country, or state permits prior to commencement of installation. Buyer agrees to indemnify and hold SBS the Dealer (seller) harmless for violation of any and all city and county ordinances or codes and/or covenants, set-backs and restrictions.
6. Payment Terms
 - a. Down Payment – Buyer shall pay the SBS Authorized Dealer a 10%-15% deposit based on the retail (before tax) purchase price. The Buyer shall not pay the SBS Authorized Dealer an amount exceeding the above-mentioned deposit. In the event the Buyer pays an amount exceeding the above-mentioned deposit, Buyer does so at his/her own risk, understanding that he/she is contractually obligated to remit the remaining eighty-five to ninety percent (85%-90%) of the purchase price as set forth below.
 - b. Balance – Buyer shall pay the remaining balance of eighty-five to ninety percent (85%-90%) to the installation crew on the date of installation. Payment may be made by check or money order to the crew. To pay the balance by credit card, call our office to process your payment toll free at 877-272-8276.
 - c. Excessive Down Payments – If Buyer pays more than the required deposit/down payment, at the time of the sale, SBS must receive those excessive funds from the SBS Authorized Dealer prior to installation.
 - d. Refunds – In the event Buyer cancels the order, Buyer will receive no refund of the down payment. Specially, there are NO REFUNDS on special orders.
7. If Buyer alters the unit in any manner, including without limitation any interior or exterior modifications, installing electric or plumbing to the unit, all warranties shall be immediately void.
8. Buyer will pay an additional "labor charge" of not less than fifty dollars (\$50.00) if installers are required to dig, cut frame to level, transport materials more than fifty feet (50'), install on any wall or deck, or to install over any existing obstruction or structure. Buyer agrees to notify the SBS Authorized Dealer of any of these conditions at the time of the sale.
9. Buyer will pay a service charge of not less than 12% if installers cannot install the unit initially and the unit has to be reshipped due to any, but not limited to the following: Customer error, unlevel installation site, concrete pad out of square, etc.
10. SBS and the SBS Authorized Dealer 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 us.
11. SBS and the SBS Authorized Dealer are not responsible for changes in delivery dates cause by circumstances beyond our control (weather, equipment breakdown, etc.)
12. The Agreement shall be interpreted and construed according to, and governed by, the laws of the state of North Carolina. The parties hereto: (i) consent to submit itself to personal jurisdiction of any state of federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement, (ii) 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 waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or security that might be required of the other party with respect thereto.
13. The parties attest that this Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written or real 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 by a written instrument executed by the parties hereto.
14. All units carry a 365-day workmanship warranty. Any issues with the workmanship should be reported to SBS Customer Service at 877-282-8276 as soon as it is discovered.
15. It is the customer's responsibility to provide a telescoping lift for the installation of any unit 13 feet tall or taller if the unit includes a side entry, and is required for all units 15 feet tall and taller regardless of door placement.
16. It is customers responsibility to provide a telescoping lift on the day of installation for any unit 31' wide and wider regardless of the height.
17. Customer will be required to pay half of the retail balance of any unit \$15,000.00 and higher prior to the unit being manufactured.