

## TERMS, CONDITIONS AND WARRANTIES

**Customer Responsibility.** It is the responsibility of the customer to provide the factory approved independent contractor, installers, with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the location of the underground utilities be marked. First Generation Metal Buildings, LLC is NOT responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless First Generation Metal Buildings, LLC from any liability and costs, including attorney fees, for such damages. The customer is responsible for obtaining building permits as needed for installation.

**Workmanship Warranty.** All buildings have a 90-day workmanship warranty effective upon day of installation (manufactured panels are warranted for 20 years assuming regular care and maintenance. Installation workmanship is warranted for 90 days. After 90 days a labor fee plus trip fee will be charged to inspect a building in need of repair along with additional materials needed for repair). Any installation concern must be reported within 30 days of the beginning of the date of installation. First Generation Metal Buildings, LLC is not liable for any damages as a result of any inclement weather. Unlevel lots, and customer modifications will void said warranty.

First Generation Metal Buildings, LLC strongly recommends buildings with frame lengths longer than 35 foot to be vertical roofs to avoid possible leaks and or rust in between seams. Buildings purchased with a frame length of 35 feet or longer that do not have vertical roofs will forfeit the 20-year limited warranty. Base Price reflects only roof, framing and the standard leg height. The sides, ends, and optional features are extra. Frames on all buildings are 1 foot shorter than roof length. Roofs have 6" overhang on front and back. Cement pad to match frame length.

**Warranty Disclaimer & Filing A Claim.** There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement are in lieu of all other warranties express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, which are expressly claimed. This warranty extends only to the original purchaser of the product warranted by this document. Said warranty does not extend to transferee owners of the product. Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by First Generation Metal Buildings, LLC will VOID all warranties, this includes adding power to unit. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit. First Generation Metal Buildings, LLC does not warrant any products not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. First Generation Metal Buildings, LLC does not warrant or guarantee any product in snow or ice to prevent collapse. First Generation Metal Buildings, LLC does not warrant any temporary anchoring systems utilized by the customer, nor shall First Generation Metal Buildings, LLC be in any way responsible for damage caused using such temporary anchoring systems. Additionally, First Generation Metal Buildings, LLC does not warrant any damage caused to the product resulting from or area movement of the structure from the original installation point. First Generation Metal Buildings, LLC must have a reasonable opportunity to inspect a claim and not begin any repairs prior to said inspection or the terms of the warranty could be voided. First Generation Metal Buildings, LLC holds the right to require proof (e.g. photos), if needed, via e-mail or mail before writing up any repairs and/or claim. In no event will the seller be liable to buyer and/ or any third parties for any incidental damages. Consequential damages, special damages, exemplary damages or labor charges, including without limitation lost revenues and even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

**Prices, Payment and Risk.** Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes. Buyer agrees to pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. The buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay and for the Goods. First Generation Metal Buildings, LLC reserves the right to update or change any pricing discrepancies made by the dealer. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation. An additional labor charge will be added to orders for buildings being installed over RVs, Campers, Large Obstacles, Retaining Walls, Docks, Decks, Over Fences, etc. Customer expressly agrees that the carport/garage/barn/etc.. shall remain property of First Generation Metal Buildings, LLC until payment is made in full. Failure to pay will result in repossession of the unit. This does not relieve the customer of liability for specific performance of the contract including legal fees and court costs, at the seller's expense. Balance due to be paid in FULL at time of completion of building, to First Generation Metal Buildings, LLC by bank Official Check or Cashier's check, bank Money Order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS will be accepted. First Generation Metal Buildings, LLC, holds the right to make any exceptions to the above statement. If payment is made in check and the check is returned NSF, Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to charge additional fees as allowed by law for checks returned NSF. These fees include a \$35 service charge, per item. First Generation Metal Buildings, LLC will NOT be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due. First Generation Metal Buildings, LLC reserves the right to cancel any order at any time. A restock fee of \$150 will be added for customer cancellations within 72 hours of installation date. Restock fees will also be applicable to unprepared and unlevel sites.

**Delivery.** Shipping and installation dated are estimated based on Seller's present engineering and manufacturing capacity and scheduling and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping orders or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement. Delivery dates may be rescheduled due to bad weather conditions, installers running behind, accidents, etc. Buyer agrees to give Seller up to 3 installation attempts to deliver said product.

I have read and completely understand the above terms and conditions and I give my approval of installation of the unit as described on the front page of this document. ALL TERMS ABOVE AGREED TO BY CUSTOMER.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

INSTALLER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_