

# AMERICAN OUTBACK BUILDINGS

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## Building Component Sales Agreement

The undersigned owner(s) jointly and severally (hereinafter referred to as "Purchaser") acting as general contractor, enter into the following Building Component Sales Agreement ("Agreement") with American Outback Buildings (hereafter known as "Seller") acting as subcontractor. By this Agreement the Seller shall deliver to the building site address noted herein the components only for a steel building (hereinafter "materials" or "kit") as per Sellers specifications (hereinafter "Specifications"), detailed below.

### Conditions To Sale

1. Purchaser shall be solely responsible to verify and supply the Seller the correct loading design information in conformance with local building codes.
2. Purchaser is responsible for all permits, site preparation, and assembly of the building components.
3. This Agreement includes the terms and conditions on the following pages and any schematic diagram attached hereto indicating configuration of the above building components.
4. Purchaser is responsible for any local and/or state taxes.

## Building Specifications

### Building Site Address:

71 Tonjes Road, Callicoon, NY, 12723

### Building Site Details:

Ground Snow Load: 50 psf

Wind Load/Exposure: 90 mph B

Soil Bearing Capacity: 1500 psf

Building Code: 2009 IBC

### Building Dimensions:

Width: 28' - 0"	Length: 48' - 0"
Eave Height: 11' - 0"	Roof Pitch: Gambrel
# Sidewall Bays: 4	# Endwall Bays: 3
Apex: 23' - 9 5/16"	

### Leanto A Details:

Span: N/A	Bays: N/A
Drop: N/A	Roof Pitch: N/A
Eave Height: N/A	

### Leanto B Details:

Span: N/A	Bays: N/A
Drop: N/A	Roof Pitch: N/A
Eave Height: N/A	

### Mezzanine Details:

Height: 10' - 6" to top of flooring	Bays: 3
Live Load: 40 psf	Joist Spacing: 16"
No Mezzanine posts	

### Insulation Details:

R13 (roof) / R9.6 (wall) - Foil Both Sides - EZ Seal Edge added in the follow areas: Sidewall A, Sidewall B, Endwall A, Endwall B, Roof

### Sheeting and Trim Details:

Roof Type: Classic Rib 26G Painted  
Roof Color: White (30)  
Wall Type: Classic Rib 26G Painted  
Wall Color: White (30)  
Eave Trim/Gutter Type: Eave Trim  
Trim Color: Ocean Blue (35)

### Opening Details:

#### Personnel doors

- (1) One - Bright White Telstar Pro RHR Assembly

#### Drive Doors

- White 09.00w x 08.00h Model 4050 Residential Insulated Sectional Door in Center of bay 4 of Sidewall A
- White 09.00w x 08.00h Model 4050 Residential Insulated Sectional Door in Center of bay 3 of Sidewall A
- White 09.00w x 08.00h Model 4050 Residential Insulated Sectional Door in Right of bay 1 of Sidewall A

#### Windows

- (9) Nine – 3' x 3' windows with trim

### Other:

Deduct \$2,558 if a row of three mezzanine support posts can be engineered into design

**Purchaser:** Claude Simon

**Company:** N/A

**Mailing Address:** 71 Tonjes Road  
Callicoon, NY, 12723

**Phone:** 912-441-0062

**Email:** csimon@fairlane.biz

**Total Contract Price (Delivered):** \$31,848

**Down payment:** (1/3 due at signing)

**2nd payment:** (1/3 due on delivery of plans)

**Final payment:** (1/3 due prior to delivery)

**Date:** 4/24/2015

Initial Acceptance: \_\_\_\_\_ / \_\_\_\_\_

American Outback Buildings  
PO Box 10425  
Lancaster, PA 17605

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## TERMS AND CONDITIONS

**1) PRICE AND PAYMENT:** A nonrefundable down payment equal to 30% of the contract price is to be paid immediately upon execution of this Agreement. Purchaser shall be responsible for the balance of payment to Seller as detailed on page 1 of this agreement, except that Purchaser may be released from the balance of payment in the event Purchaser is unable to commence the building project as certified in writing from an appropriate governing body. Purchaser's failure to pay any amounts due under this Agreement shall constitute a breach of this Agreement and shall entitle Seller to enforce the remedies herein as well as any other remedies available at law. Interest will be charged on any unpaid balance at 1 and 1/2% per month. Prices of components not delivered within 30 days of execution of this Agreement cannot be guaranteed. Purchaser agrees to pay any additional costs to Seller associated with any such delay and to execute a written change order consistent with such increased cost upon request of Seller prior to Seller's obligation to perform. A fully executed change order shall be incorporated into this Agreement.

**2) COMPLETE AGREEMENT AND MODIFICATION:** The Agreements terms consisting of 2 pages are intended by the parties as the complete, final and exclusive statement of their agreement as to the matters described herein, and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement and may be amended or modified only in writing, signed, or with electronic signature, by the parties to this Agreement.

**3) INSPECTION:** Purchaser shall have the right and obligation to inspect the material or kit at its sole expense. Any claimed discrepancy between the materials described in this Agreement from those received by Purchaser will require Purchaser to notify Seller by electronic or regular mail at the address noted above or by facsimile transmission within ten (10) days from receipt of the material. Purchaser's failure to timely notify Seller in the manner prescribed herein, shall constitute an acceptance of the material and waiver of Purchaser's right to reject the same. A nonconforming claim shall not entitle Purchaser to offset or deduct any sum from that which is otherwise due Seller, unless such claim has been approved in writing by Seller. All surplus materials are the property of the Seller.

**4) DELIVERY AND ASSESSMENTS:** All FOB material delivery charges are prepaid in advance of the shipment and reflected in the sales price. Purchaser shall be responsible for all logistical arrangements and associated costs relative to the mechanical unloading all materials in a safe and reasonable manner permitting the delivery truck safe and practical access to the building site. Upon delivery of the materials to building site address, all risk of loss, damage, liability or other incidents of ownership shall immediately pass to purchaser, except as provided in paragraph 5 below. Purchaser shall be solely responsible for paying all sales, fees, or other governmental assessments incurred or levied on account of Purchaser's acquisition or use of the materials. Purchaser agrees to indemnify Seller for any such payments in the event Seller is required to pay the same due to Purchaser's failure to do so. Any such sums shall be immediately due and payable under this Agreement, without further notice to Purchaser.

**5) SECURITY INTEREST:** Purchaser hereby grants to Seller a security interest in the materials to the extent of and in the same amount as any unpaid balance owed under this Agreement. Purchaser agrees to execute and deliver to Seller, if requested, a financing statement and/or other documents evidencing such security interest in a form satisfactory for filing with appropriate governmental authorities. Purchaser agrees that a photocopy of this agreement may be filed as a financing statement in the appropriate jurisdiction.

**6) WARRANTIES:** Seller transfers and assigns the manufacturers limited warranty to the original Purchaser, commencing on the date of the occupancy or acceptance of the materials by the Purchaser, whichever comes first. Seller will repair or replace free of charge any faulty materials provided by Seller. The determination as to whether the remedy for the defective part is replacement or repair will be at the sole discretion of Seller. The manufacturer's warranty will become void under any one of the following occurrences:

- a) Installation is not made in accordance with the instructions supplied by Seller.
- b) The actual operation or use of the product varies from the recommended operating instructions or intended use.
- c) There is a malfunction or defect resulting from misuse, negligence, accidents, or lack of performance of required maintenance by the original Purchaser.
- d) The building is altered from the engineered drawings supplied by Seller.
- e) Seller is not notified within 24 hours of problems due to snow loads.

Purchaser expressly agrees to fully and timely pursue all available remedies under any applicable insurance agreement before making claim under this warranty. All warranty claims must be made in writing to Seller within the warranty period. This warranty is the only warranty applicable to the materials and is expressly in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. These warranties may not be transferred or assigned. The liability of Seller shall not exceed the cost to Seller for replacing or repairing damaged or defective material or workmanship, as provided above, during the warranty period. Seller will not be liable for damage caused by flying or falling object, tornadoes, floods, natural perils or other causes, beyond Seller's control, nor from damages to interior walls, ceilings, partitions, equipment, or siding resulting from any cause except as otherwise stated herein. Quality shall be in accordance with Sellers Specifications, if any.

**7) CONTINGENCIES:** Seller shall not be liable for any loss, damage or delay in manufacture, shipment or delivery of material, or for its inability to perform any or all of its obligations hereunder due to any cause beyond Seller's control, including but not limited to acts of God, any acts or omissions of Purchaser, acts of civil or military authorities, fire, floods, windstorms, earthquakes, strikes, lockouts, or other labor disturbances, civil commotion, war delays in transportation, or late delivery by Seller's suppliers or manufacturers. If any such cause results in a delay in performance, the date of delivery or of performance, shall be extended for a period equal to the time lost by reason of the delay and such extension shall be Purchaser's exclusive remedy. Any additional costs associated with such delays shall be the Purchaser's responsibility.

**8) BREACH:** Unless released pursuant to Section 1 above, Purchaser shall be responsible for the balance of all payments under this Agreement. In the event Purchaser should fail or refuse to accept materials ordered or fails to make payment when due under this Agreement, then Seller may, without notice, retain or repossess any or all materials and proceed with any other available remedies at law. Purchaser shall remain liable for all costs of collection regardless of format. In the event of any legal action arising out of relating to this Agreement or the performance thereof, Court costs and attorney fees, both at trial and on appeal, shall not be awarded to either party. This agreement shall be deemed to have been made in the state where Seller's predominant business is located and shall be construed pursuant to the substantive and procedural laws of that state, without regard to any possible conflict of laws.

**9) LIMITATION OF REMEDIES:** Purchaser's remedies for breach of warranty or for Seller's liability of any kind, whether in strict liability, contract or in tort and arising from or out of this transaction for the materials sold hereunder, or any other performance due by Seller under this agreement, shall be limited to the express remedies and damages provided herein. In no event shall Seller's liability to Purchaser for damages of any nature exceed the total purchase price paid or payable for the materials. Purchaser hereby waives any claims against Seller for punitive, incidental, special or consequential damages, including without limitation, loss of profits or revenue, loss of use, cost of capital, or claims by Purchaser, Purchaser's customers or other parties for property or personal injury damages. Purchaser further agrees that Seller shall not have any responsibility or liability for any goods, materials or labor provided or performed by people other than the Seller. No action, whether in strict liability, contract or tort, including negligence, arising out of the sale of the materials may be brought by Purchaser more than one (1) year after the cause of action arises.

**10) CONSTRUCTION:** Purchaser is solely responsible for the completion of the structure comprised of the purchased materials. Recommendations by Seller regarding construction contractors shall be made only for the convenience of the Purchaser and shall not constitute a representation as the contractor's ability to perform nor does such recommendation create an agency relationship between the contractor and the Seller.

**11) GENERAL:** The failure or delay by either party in exercising any right, power or privilege hereunder will not operate as a waiver of or otherwise preclude the further exercise thereof. Section headings are for convenience and reference only. If any part of this agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of this agreement, but the effect thereof will be confined to the part immediately involved in the controversy adjudged.

Accepting the foregoing terms and conditions, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PURCHASER(S): By : \_\_\_\_\_

By : \_\_\_\_\_

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