

# Customer Quote

Structural Building Components

PO Box 986

Albemarle NC 28002

Phone: (704) 983-1144 FAX: (704) 983-2995



Quote Date:	2/4/2022	Job Number:	B-81633
Order Date:		Customer Acct #:	
Designer:	Melinda Owen	Product:	Roof
Customer P.O. #:		Sales Rep:	Duane Ellis
		Sch. Delivery	

SOLD TO	Duane Ellis (Quotes)	Job Name: Hammerstone/Morrison Garage	Lot:	Subdiv:
		Model:	Delivery Area	
SHIP TO	174 Bayles Rd Lillington NC			

## Roof Trusses

DIAGRAM	QTY		LABEL	(Shipping)	Base Span	LUMBER	OVERHANG		CANTILEVER	
	PLY	PITCH		HEIGHT			LEFT	RIGHT	LEFT	RIGHT
	29	7/12	T1	(9-08-01) 9-01-05	30-00-00	2 x 4	1-00-00	1-00-00	-	-
	2	7/12	T1G	(9-08-01) 9-01-05	30-00-00	2 x 4	1-00-00	1-00-00	-	-
	31				930.00					

1. This Price Quote is based upon the initial plans Buyer provided to SBC and is subject to change in the event revisions to the plans and/or designs are required by either SBC or Buyer.
2. The Terms and Conditions ("T&C") contained on the following page are incorporated herein by reference and shall control unless otherwise agreed to in writing and signed by both parties, whether via a purchase order, amendment, change order, or some similar document.
3. It is the General Contractor's responsibility to verify location of all point loads and inform SBC of the same.
4. Top and bottom chords are #2 or better minimum SYP 19% moisture; web materials are #3 or better SYP 19% moisture.
5. No fire or pressure treated lumber is included.
6. Quoted prices do not include any header, outrigger, or bracing materials.
7. Truss-to-truss connection hangers are included if needed; however, uplift ties for roof truss systems are not included.
8. Quoted prices are only for valley trusses and beams where, and if, specified on the plans.
9. SBC will invoice Buyer on the original agreed-upon ship date.
10. Payment for customers with approved credit is due per the agreed upon credit terms. Customers without approved credit must pay for the order in full prior to the start of production.
11. A finance charge of 1.5% per month will accrue on balances outstanding more than 30 days from the applicable due date.
12. Quoted prices are subject to adjustment for price escalation due to increased costs of materials per the T&C.

### Accepted by Seller

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE OF ACCEPTANCE: \_\_\_\_\_

### Accepted by Buyer

PURCHASER: \_\_\_\_\_  
 BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

Sub-Total	\$7,968.25
Tax	\$557.78
<b>Grand Total</b>	<b>\$8,526.03</b>

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Model:

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	Lillington NC			

**QUOTE IS GOOD FOR 10 DAYS**

## TERMS AND CONDITIONS

These Terms and Conditions (also referred to herein as "Agreement") are incorporated by reference into each Customer Quote ("Quote") provided by Structural Building Components ("SBC" or "Seller") to Buyer and shall be deemed incorporated by reference into any subsequent Purchase Order or written approval authorizing SBC to proceed with the Quote (generally referred to herein as a "PO"), unless otherwise agreed in a written document signed by both parties.

**ACCEPTANCE:** POs are subject to written acceptance by an authorized representative of both Buyer and Seller. Buyer reserves the unconditional right to reject any PO. Supplier shall have no liability for any delay in filling or shipping any PO.

**MODIFICATIONS:** Any modifications to an approved Quote by Buyer are not valid, unless in writing and signed by both parties via either a revised PO, Change Order, or signed and dated revised Quote. Any modifications to a PO will subject Buyer to increased price for Products and labor, as well as potential delays in delivery.

**SCOPE DEFINITION:** This Quote is based on Seller's interpretation of the specifications, drawings, and/or email information provided by Buyer. Any item not listed, shall be deemed omitted, and shall not be included, or implied to be. All items and/or services not shown or listed will be the Buyer's responsibility to provide.

**LEADTIME CLARIFICATION:** Please allow \_\_\_\_ weeks of lead time for approval drawings following Seller's receipt of the agreed upon PO. If approval drawings are required shipment lead time does not begin until Buyer returns the drawings approved.

**PRICE FLUCTUATION:** Lumber and steel pricing is very volatile and can fluctuate between the time of Seller's Quote and production, thereby affecting the final cost of the quoted goods. If Seller's cost of goods increases more than 5% between the date of the Quote and two weeks prior to the scheduled delivery, a price adjustment will be made via Change Order.

**PAYMENT:** Payment is due within the time set forth in Buyer's line of credit ("LOC") with Seller. Otherwise, if Buyer does not have an account with Seller and a LOC, payment in full is due in advance of the design(s) being released for production. Buyer shall have no right of offset or withholding any payment due under this Agreement or any subsequently issued PO. Should Buyer attempt to offset or withhold any payment or a portion thereof, and note the payment is made in full satisfaction of the debt shall be deemed null and void, and Seller's deposit of that payment shall not be deemed to act as an accord and satisfaction.

**SERVICE CHARGE:** A service charge of 1.5% per month will be assessed on all unpaid balances after 30 days. Seller may also, without further notice, withhold shipment of Products until all invoices have been paid in full. Buyer agrees to pay for all costs of collection including but not limited to reasonable attorney's fees and costs incurred by Seller to collect past due balances. Buyer agrees it will provide Seller with financial statements and other evidence of corporate and financial standing as Seller may reasonably request periodically to evaluate Buyer's credit risk.

**TAXES:** Unless otherwise noted, any applicable sales, use, excise, or any other taxes are not included in the Quote and will be invoiced as a separate line item. Buyer agrees to pay all applicable taxes. If Buyer possesses a tax-exempt status, a certificate of tax exemption is to be provided prior to order placement. Buyer is responsible for self-assessment of all applicable taxes due to jurisdictions outside of the State.

**DELAYS:** If Buyer is unable to receive the Products at the job site on the date indicated by Seller for delivery, product will be deemed delivered and will be invoiced as such. Standard payment terms will apply.

**RISK OF LOSS; INSPECTION:** Buyer shall inspect the shipment of the Products upon arrival at the designated location and from the date of notify Seller of any discrepancies including, but not limited to, the quantity or quality of the Products. Unless a notice of a discrepancy is timely reported to Seller, all Products delivered will be deemed accepted by Buyer.

**CANCELLATION; FEE SCHEDULE:** The following cancellation fee schedule shall apply to each PO for any Buyer cancellation:

- Cancellation after a PO is submitted for design services shall result in an early cancellation fee of 10% of the total Quote.
- Cancellation of a PO once drawings have been approved and released for production shall result in a cancellation charge of 25% of the total Quote.
- No PO or any portion thereof may be cancelled once production has started.

**WARRANTIES:** Seller warrants its Products for a period of twelve (12) months from the date of delivery. If Buyer fails to take delivery of the Product(s) when available for delivery, Seller may store the same at its location, but the Products will be stored outside in an unprotected area, thereby voiding any Seller warranty.

**DISPUTES:** The parties agree the exclusive venue for any civil action brought by either party for breach of these terms shall be a court of competent jurisdiction located in the county where the project is located. The laws of the State of North Carolina shall apply to any dispute. The parties further agree this Agreement is a business contract governed by NCGS § 6-21.6. In any suit arising out of, involving, or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in the action.

**ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all the Products where any delay or failure to deliver is caused by labor disputes, strikes, wars, riots, act of God, pandemic, or any other cause, contingency, or circumstances beyond the reasonable control of the Seller.

**WAIVER:** No claim or right arising out of a breach of this PO can be discharged in whole or in part by a waiver or renunciation of the claim or right unless it is supported by a consideration and is in writing signed by the aggrieved party.

**LIMITATION OF LIABILITY:** Neither Seller, nor its suppliers, shall be liable for loss of use, revenue, savings, or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, punitive, collateral, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Buyer, its successors, or assignees for damages to Buyer's customers. Seller's maximum liability shall be the purchase price received by it for the Products. Seller's liability under this Agreement shall cease upon the conclusion of the warranty period.