Corporate Office PO Box 1328 1372 Boggs Drive Mount Airy, NC 27030

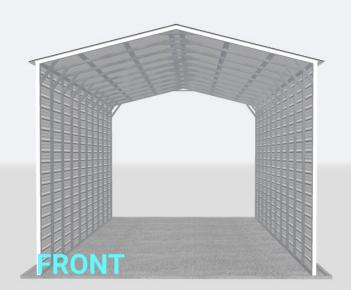


Phone: 336-673-6020

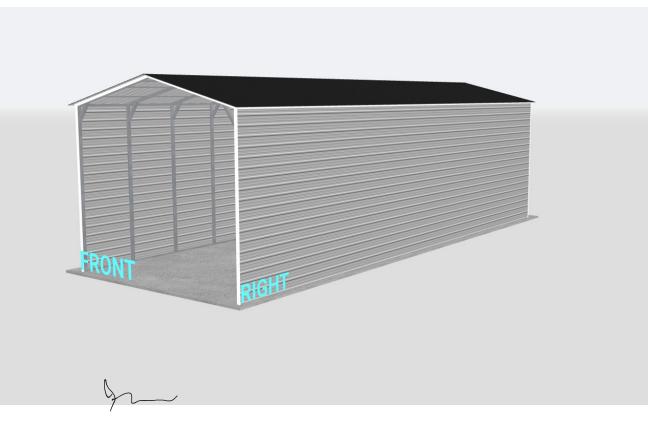
Email: Orders@American Building Network.com

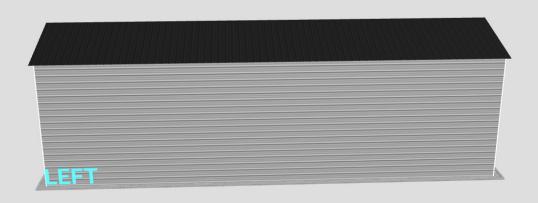
Order Number ODR-018495

Dealer Name: Joshua Gomez Dealer Phone: 336-415-3756 Order Date: 03/18/2024 Customer Name: Joe Christman Install Address: 1098 Claude White Rd State: NC city: Sanford Zip: 27332 Mailing Address: 8 Carter Ln. Pinehurst, NC. 28374 Day Phone: (910) 585-5003 Cell: Other Phone: Email: josephachristman@gmail.com County: HARNETT Width: 18 Height: 14 Roof Style: Vertical Certification: Built to Local Code Length: 51 **Color Selection** Roof: Black Wainscoting: N/A Electricity Sides/Ends: P. Grav Trim: White NO LOT MUST BE LEVEL OR UNIT MAY NOT BE INSTALLED Special Notes: Frame Length Ready for Installation: YES 40% of balance due at time of fabrication 50 Installation Surface: Ground Building Type: RV Carport Is your Install Surface Level and Square? YES Site Must be Level & Clear of Obstacles? YES ITEM DESCRIPTION **Price** 18x51' Vertical Roof RV Carport (Frame Length 50') \$5,450.00 **Built to Local Code** \$0.00 14' Side Eave Height (3/12 Roof Pitch) \$1,860.00 Both Sides Enclosed Horizontally \$2,900.00 Colored Screws \$0.00 **Manufacturer Discount** - \$2,550.00 ABN BLUE SubTotal \$7,660.00 DP% 20 Tax% 7.00 \$536.20 🗸 NO **FINANCED** American Building Network ("ABN") agrees to sell and the person identified in the Customer Name box above Tota \$8,196.20 ("Customer") agrees to purchase, the item(s) described above (collectively the "Metal Structure") per the terms set forth herein and in the provided American Building Network Contract Terms and Conditions. This Contract takes Order Payment \$1,532.00 effect upon payment by Customer of the order payment shown herein. By signing below, Customer acknowledges that the Order Payment is nonrefundable, that ABN will arrange for manufacture and installation of the Metal Extra Labor Structure by third parties, that additional charges may be due if the location for the Metal Structure is not level and Sub Total Due \$6,664.20 free from obstructions, and that the American Building Network Contract Terms and Conditions are acceptable and part of this contract. Prices are subject to change at anytime. The contract in its entirety becomes in effect Other upon Order Payment made to the dealer. By issuance of Order Payment Customer acknowledges that they and all parties involved have read the Contract in its entirety, and are agreeing to such terms and conditions Total Balance Due \$6,664.20 **ALL ORDERS ARE COD** 03 / 19 / 2024 03 / 19 / 2024 Rev. 8.20.21











TERMS AND AGREEMENT - CARPORT CENTRAL

Carport Central is an online Dealer/Broker for multiple manufacturers nationwide. We have the right to correct any errors made by the Building Specialist concerning pricing or taxes. Your order will be transferred at any time to one of Carport Central's partnering manufacturers for delivery and installation. Carport Central strives to inform the Customer of any state, manufacturer, or situational requirements and cost adjustments prior to installation based on the most current information available. Our goal is to provide a 100% satisfaction experience.

Fabrication/Scheduling. Carport Central is not responsible and/or has no involvement in the fabrication or scheduling of your structure, but acts as a liaison to assist the Customer with questions or concerns regarding fabrication and scheduling. The manufacturer will provide the Customer with an estimated lead time for your area. Unforeseen issues such as inclement weather or canceled installations on the Customer's run may delay the original estimated installation date, and Customer agrees that Carport Central will not be held responsible for these delays. Carport Central will assist the Customer to the best of our resources to provide a solution. Carport Central is not responsible for changes in delivery dates caused by circumstances beyond Carport Central's control, including without limitation weather, accidents, etc.

Ground Preparation. It is the sole responsibility of the Customer to prepare the area where the building is to be installed prior to the arrival of the material and installers. The area must be leveled within 3" of slope and square for proper installation. Customer is responsible for informing the manufacturer / installer of any underground cables, gas lines, utility hazards, or other relevant matters prior to commencement of installation. Customer agrees to indemnify and hold harmless Carport Central related to any damage done to yards, pets, submerged lines, pipes, cables, or other utility instrumentalities during installation.

Permit Policy. A building permit may or may not be required by the Customer's city or county. It is the responsibility of the Customer to investigate whether a building permit is required. If a permit is required, it is not the responsibility of Carport Central to submit a permit application. Depending on the state, Generic Engineered Plans may be provided by the manufacturer. Customer agrees to indemnify and hold Carport Central harmless for violation of any city or county ordinance or code or additional plans needed and costs associated with such. The denial of a building permit by local municipalities will NOT constitute a refund of the building payment or down payment placed on the building order.

Florida Permit Policy. In most cases, a building permit will be required in the State of Florida. In most cases a permit number will be required by the manufacturer before the building can be scheduled.

Order Payment, Refund Policy, and Payment. Upon the purchase of a structure with Carport Central, we will require an Order Payment of 10% - 20% or more, dictated by revenue size of the sale. The Order Payment will be applied towards the customer's ending balance. A copy of the receipt for the Order Payment will be emailed to the Customer and a binding contract with the order details will be emailed to the Customer with an "E-Signature" required confirming all the details of the order are accurate. ("E- Signature" is defined as an electronic authorization between Carport Central and the Customer). Carport Central will accept only Cash, Certified Checks, Money Orders, Debit or Credit Cards as forms of payment, and Credit Card payments will require a 3% charge in addition to the balance due (3.5% if American Express). ALL ORDER PAYMENTS ARE NONREFUNDABLE. The Order Payment is a nonrefundable fee for the configuration, design, and administrative costs in connection with Customer's order. The Customer understands that there has been time and effort on behalf of Carport Central leading up to and finalizing the sale. The manufacturer may require a 50% or more order payment on all orders upon the fabrication or scheduling of your structure. The collection of this money will take place with the manufacturer. ALL SALES ARE FINAL. Payment in full is required upon or prior to installation.

Warranties and Limitation of Liability. Any and all warranties are with the manufacturer / installer. Customer agrees that Carport Central shall not be liable to Customer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in the structure or the installation of the structure.

Governing Law, Jurisdiction, and Forum. This Agreement (including but not limited to the "Terms and Agreement" sheet and all purchase orders related hereto) shall be interpreted and construed according to, and governed by, the laws of the State of North Carolina, without reference to its conflicts of laws principles. Customer agrees: (i) to submit itself/himself/herself 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 this Agreement; (ii) that all claims relating to any such action or proceeding shall be decided by such court; (iii) that Customer shall not contest such jurisdiction or forum by motion or other request for leave from any such court; and (iv) not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Customer hereby waives any defense of forum non conveniens to the maintenance of any action or proceeding so brought in any state or federal court in the County of Surry, State of North Carolina, and waives any bond, surety, or other security that might be required of Carport Central with respect thereto. The parties agree that this Agreement (including the "Terms and Agreement" and all purchase orders related hereto) is the complete and exclusive statement of the agreement between the parties and supersedes all prior written or oral communications, representations, statements, and agreements relating to the subject matter hereof.

Supplemental Terms & Conditions:

Documentation. Your Metal Structure Order Agreement (the "Agreement") is made up of the following documents:

Signature	Jan 1997

- Sales Order Contract: The Metal Structure Configuration describes the structure that you configured and ordered, including pricing based on your Metal Structure Configuration and will include taxes, and may include labor and transport fees. (excluding zoning permits and plans).
- Installation Information Sheet: The Installation Information Sheet describes the surface preparation requirements. Describes the transportation vehicle and area requirements.
- 3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Non-Refundable Order Payment (the "Order Date").

Agreement to Purchase. You agree to purchase the metal structure (the "structure") described in your Sales Order Contract from Carport Central or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. A member of the manufacturing team will contact you to coordinate final payment and delivery of the Metal Structure.

Purchase Price, Taxes and Official Fees. The purchase price of the Metal Structure is indicated in your Metal Structure Sales Order.Because taxes and fees are constantly changing and will depend on other factors, such as where your metal structure will be delivered. You will be responsible for paying these additional taxes and fees. You may also incur additional costs if the Metal Structure needs to be shipped from a different location.

Cancellation; Default: We incur significant costs in the configuration, design, and reserving the Metal Structure for you, coordinating the sale and also incur significant costs for remarketing and reselling the Metal Structure if you cancel or default in this Agreement. As a result, your Order Payment is non- refundable. You acknowledge that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur costs that are otherwise impracticable or extremely difficult to determine. You acknowledge that this Sales Order Contract and this Agreement are made and entered for the purchase of a metal structure of service.

Delivery. The estimated delivery date of your Metal Structure will be determined by the manufacturer. Customer agrees to indemnify and hold harmless Carport Central related to any issues, delays, etc. with delivery.

If you have a concern or dispute, you must send a written notice describing your dispute, and desired resolution to:

Attention: Processing Department P.O. Box 1308, Mount Airy, NC 27030

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Signature	7

ABN TERMS & AGREEMENT

The following terms and conditions are material terms of the agreement between American Building Network, LLC ("ABN") and Customer for the sale and purchase of the Metal Structure (the "Contract"). The Contract consists of the Dealer Sales Order, the ABN Contract Terms and Conditions, and documents and other written information provided to Customer by ABN with specifics of the Metal Structure and/or leveling and site installation information (collectively the "Contract Documents"), The Contract Documents constitute the entire agreement between ABN and Customer and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and communications, written and oral, with respect to the Order of the Metal Structure. The contract in its entirety becomes in effect upon Order Payment (down payment) made to the dealer or manufacturer. If terms, conditions, or other document(s) from the manufacturer of the Metal Structure are provided by ABN to Customer, such are not part of the Contract Documents, but rather are part of a separate contract between Customer and the manufacturer of the Metal Structure.

- 1. The contract price is set forth on order form as **Sub Total Due** and is subject to change due to but not limited to material shortages, material price increases, limitations set forth beyond control, pandemics, etc. Terms of payment are specified in the contract. The contract will be in effect for up to one year at manufacturer discretion from the time of original order payment. Prior to processing the order, ABN will require a fully completed and signed Contract in its entirety, initial order payment paid in full, and any documentation deemed necessary. ABN reserves the right to void the contract at our discretion.
- 2. ABN agrees to use said materials or equivalent during the construction of your Metal Structure.
 - a. Roofing: 29 gauge colored or galvalume panel with a 5 rib pattern.
 - b. Fasteners: Self drilling roof fasteners will be provided for panel to structure installation.
 - c. Anchors: Wedge anchors or screw auger equivalent for installation to concrete footers/slabs/piers. Rebar, helix auger and asphalt anchors may be used depending on conditions.
 - d. Doors: Canister roll up doors that will come with necessary hardware to install and operate for manual operation. Walk in man doors that are classified as standard, premium and commercial (dependent upon what is purchased) and will come with a knob that contains lock and key.
 - e. Structure: Unit framing will consist of galvanized square tubing that meets and complies with local building standards.
 - f. Labor & Materials: ABN will have labor and materials that are compliant with our standards used on the Metal Structure.
- 3. The contract is based upon accurate information provided by or for the Customer. Any changes made to the Contract may be subject to fees incurred as well. Those fees are at ABN's discretion and determined upon each individual situation. If Customer information provided is found to be inaccurate, ABN reserves the right to cancel the contract in its entirety. If an error is discovered by ABN prior to installation, or if the location is different from contract, or if the taxes are different from when the Order was prepared, Customer will be notified by ABN and appropriate price revisions will be made, the total price will be adjusted, and Customer will pay any increase that results from correction of the Order.
- Customer is obligated to pay the total price (the "Price") for the Metal Structure as shown on the Order, or as may be corrected because of an error, as described herein. Customer's price is valid up to (30) days or less, depending on industry conditions, from original order payment and at company's discretion to retain contract for up to one year. It is the responsibility of the Customer to notify ABN when the site is leveled to 3" and square and clear. If Customer does not take delivery of all materials specified herein ABN can declare the contract for install and delivery is void and Customer is liable to ABN for any loss suffered. The loss can include but not be limited to full price of materials and labor, a service fee of 2.25% or more (maximum allowed by state) per month on any amount owed, any attorney fees or cost and expenses, etc. incurred in seeking recovery from the Customer. ABN reserves the right to charge 10% or more of material costs from any customer who states the order is ready and at a later date reschedules or delays the project after Metal Structure has had acceptance of installation date. By making the Order Payment, Customer acknowledges the contract is in effect in its entirety. Customer also agrees that the Order Payment and any payment made to ABN is NONREFUNDABLE. Remaining balance is due and payable by the billing schedule as directed by ABN. In the case that Customer has secured financing outside of the Company all documentation will need to be provided prior to commencement of any fabrication and if needed confirmation that funds are readily available for payout prior to installation. Customer grants the manufacturer and the installer of the Metal Structure a security interest in the Metal Structure, to secure payment of any unpaid portion of the Balance Due. Customer additionally grants the manufacturer rights to place a lien on such property as well in accordance with local laws. If an attorney is needed, their services and any additional costs shall be added to the unpaid balance. To clarify and avoid doubt any amount not paid in full when due will be subject to service fees, attorney fees, filing fees, collection fees, and any costs deemed reasonable with interest at highest allowed value from due date to payment in full date.

Signature	9

- 5. Claim procedures and default payment terms are as follows.
 - a. Damaged or defective material, regardless of the degree of damage, must be noted on the shipping documents by the builder / erector.
 - b. Initial claim constitutes in the event of an error the 'buyer / owner' must promptly make a written 'Initial Claim' to the manufacturer for correction of design, drafting, bill of materials or fabrication error. The initial claim must include:
 - i. Description of the nature and extent of the error or errors including quantities
 - ii. Description of the nature and extent of proposed corrective work
 - iii. Imagery of described error
 - c. In the event the error is determined to be the fault of the Manufacturer then an "Authorization for Corrective Work' will be issued in writing by the Manufacturer to authorize the corrective work. Only the ABN customer service department may authorize corrective work.
 - d. Example of default payment terms:

	Contract Balance \$9,500.00		
	Up Front Co	ost Payout	
Site Specific Plans Billed in Full	At Cost	At Cost	No Retainage on Plans
Permit Fees	At Cost	At Cost	No Retainage on Permit Fees
Special Order Items	At Cost	At Cost	No Retainage on Special Order
Phase Description	% of Total	Scheduled Value	5% Retainage Withheld on Below Schedule Until Final Acceptance
Order Received & Verified	20%	\$1,805.00	Schedule Until Final Acceptance \$95.00
			,
Site Ready for Structure Verified	20%	\$1,805.00	\$95.00
Materials Secured / Sent Fabrication	40%	\$3,610.00	\$190.00
Delivery Date Set	20%	\$1,805.00	\$95.00
			\$475.00
			Total Retainage Withheld by Customer Until Final Accepance

- 6. ABN is not the General Contractor, Architect, or Engineer of Record. Customer is responsible for determining whether a licensed general contractor for their state is required to construct or pull permits on the Metal Structure. If it is found to be needed Customer is responsible for providing the same. The Metal Structure will be installed by third parties that are independent from ABN. Customer agrees and covenants that it will assert no claim against ABN arising out of or relating to any act or omission of the engineer, manufacturer or installer of the Metal Structure. Customer acknowledges that the Metal Structure will be transported in an open trailer, and that it contains galvanized steel and other components that may exhibit changes in appearance or normal wear by virtue of being exposed to elements.
- 7. No drawings are provided with structure without purchase of such. No engineering will be done without a Contract signed with Order Payment placed and acknowledged to in its entirety by Customer. Customer acknowledges that the customized prefabricated Metal Structures we provide require that all building information be finalized and provided to ABN prior to any commencement of any requested engineered drawings. Neither ABN nor the installer are obligated to ascertain what Legal Requirements may apply or take action to comply with Legal Requirements, including but not limited to applying for or obtaining a building permit.
 - a. If site, mechanical, civil, plumbing, or electrical engineers are required, Customer will be required to provide such. No permit costs/fees, use of contractor license, site plans, and any other costs/fees in conjunction with such are included in the Price. Any and all costs fees paid for such are deemed as NON REFUNDABLE. Some states require an extra cost for alternate generics, wet seal plans, PE letter, site specific plans at the expense of the Customer. Compliance with Legal Requirements is not guaranteed by ABN, and if authorities in Customer's location deny Customers permit or require additional design, calculations, engineering, or services, such shall not entitle Customer to a refund of the Order Payment and payments made within payment schedule. ABN accepts no responsibility for any discrepancies in drawings. Buyer will be held responsible for obtaining permits on the Metal Structure.



- b. If the Metal Structure is to be installed in Florida, and if the Metal Structure is required by a building official to have drawings, plans bearing the seal of a Florida licensed engineer will be provided by ABN after payment for such has been made. For locations in the following counties: Lee, St-John, Hernando,Pasco, Hillsborough, and Volusia, and any others that require additional engineering criteria, site specific plans, "as-built" plans, or plans or certifications other than the generic plans typically provided by ABN for Certified Structures, additional costs will NOT be less than \$250, and will increase based upon the specifications of the Metal Structure.
- c. Any and all drawings, calculations, specifications, or detailed documentation provided are the property of respected owners and may not be used or reproduced in part or whole without the written consent of those respected owners.
- 8. The manufacturer will contact the Customer to schedule the delivery and installation. Estimated delivery times do not start until receipt of the executed contract and Customer's satisfaction of the full list of preconditions in the contract, including the completed site preparation and is subject to availability of materials and construction crews. This will include all permitting and any needed license are attained as well. ABN is not liable to Customer for said delays that can arise from but not limited to, strike, pandemics, government mandatory shutdowns, weather conditions, disaster, floods, earthquakes, etc. Customer does acknowledge that fabrication and delivery may take weeks or months, and that the delivery date is not guaranteed by ABN. Any delivery date provided in the Order, herein, in a Contract Document, or by an ABN representative is only an estimate, is not binding, and is not a contract obligation of ABN. Weather, traffic, accidents, shortages of labor or materials, governmental action, pandemics, or other matters not foreseen or outside of the control of the manufacturer and/or installer may cause a scheduled delivery or installation to be delayed, and Customer agrees that neither ABN, nor the installer shall be liable for any such delay or any direct or indirect damages relating to the delay.
- 9. Customers are obligated to prepare the area where the Metal Structure is to be installed prior to the arrival of the Metal Structure for installation. A site visit (if paid for) or pictures of the site may be required prior to scheduling of the installation. If a pad is prepared it must be free of all debris caused by either Customer, alternate crews, or mother nature. As determined by the manufacturer the Customer may be required to provide telescopic lifts (boom lift) at the time of installation at the customer's expense. Also to be provided is power within 200 feet of the construction site and if applicable temporary water and toilet stations at the cost of the Customer. Customer may provide generators in the event that power cannot be supplied within 200 feet. Construction site will be freely accessible to the installation crew at all times until completion of the structure.
 - a. Customer is obligated to provide adequate space for the assembly, lifts and installation, without encroaching upon adjoining property or creating an unsafe environment for the installer, and Customer must ensure that the installer is not impacted by pets, animals, children or others. Customer acknowledges that their metal structure will be delivered by a truck and trailer of up to 70 feet long. The installation crew must be able to drive to the site and have room to maneuver as needed. There should be enough room for truck and trailer to be safely parked while the building is being installed. Any steep hills, hazardous road conditions must be explained by the customer to the manufacturer prior to scheduling and installation. If for any reason the installer can not deliver the metal structure at the time scheduled there will be additional charges and customer will be responsible for these charges. Customer acknowledges that the delivery and installation of the Metal Structure may cause damage to landscaping, driveway, utilities, and other improvements, and Customer agrees that it shall have no claim against ABN nor installer for such damages. Customers are obligated to take action as necessary so that no underground or otherwise concealed cables, gas lines, utilities, hazards, or concealed conditions will impact the delivery or installation of the Metal Structure or pose risk to persons involved in the delivery or installation. Customer shall ensure that concrete slabs are level at all times. ABN assumes no responsibility for improperly installed slabs, foundations, grading, etc. and may affect structural integrity of the Metal Structure.
 - b. If Customer wishes to pick up the Metal Structure, arrangements for such shall be made directly with the ABN manufacturer. Customer acknowledges that if it does not take delivery/ pick up when scheduled, the manufacturer will be forced to otherwise dispose of the Metal Structure. Customer further acknowledges that if they do not take delivery/ pick up when scheduled, they are still responsible for material cost, labor, disposal costs and losses incurred by the manufacturer due to the customer's refusal to take delivery.
 - c. The area must be level within three inches and square. If the area is not leveled to the specifications or requirements upon arrival of the installer and the site is found to be unacceptable and deemed unable to install structure: (a) additional amounts for materials and labor may be charged and/or (b) all materials will be unloaded onto the customers site and a 5% reduction on final balance will given for non installation and the customer will then be responsible for having the unit erected with whom they choose and at the time of their choosing and final balance will be due in full. ABN will have fulfilled its obligations and Customer agrees that it shall have no claim against ABN nor installer for non installation of the structure.



- 10. Signature and acceptance of the Completion Certificate or Packing Slip will signify acceptance of the Metal Structure by the client and represents the building was delivered and installed and construction of such is satisfactory. ABN will not be held liable for any damages that occur from others (Customer, vandalism, other site workers, etc.) and cannot be accused of such. Minor scratches in factory painted wall panels, roof panels, doors, and other materials are a normal part of installation and are not subject to claim. The remedy for such minor scratches is provided touch up paint. Customer will apply at their own expense. Any minor dimple or indentation which can appear on wall panels, roof panels, doors, and other materials are a normal part of installation and are not subject to claim. This cannot be used as a justification for not accepting or non-payment of the Metal Structure. Any part of the structural members that have been welded or no longer has the original coating will be resprayed with a coat of primer and then a top coat finish to help protect such locations. Customers are liable for proper ventilation and humidity control of the Metal Structure that may adversely affect the structure itself. ABN does recommend that Customer look into moisture barriers or type of roof insulation to help prevent/lessen condensation that may occur in the structure. ABN will not be liable to Customer for any condensation in structure or damages that occur from such by not having the unit properly insulated, ventilated, and humidity controlled.
- 11. In the event of a cancellation by the manufacturer **the Order Payment or any payments to ABN will not be refunded**, under any circumstances. Customer agrees that the Order Payment is reasonable consideration for any order, configuration, administrative, design, engineering, and/or other time, costs, or services that may have been involved with the Order. The Order and the Contract are not subject to cancellation or termination by the Customer.
- 12. The only warranty that ABN offers on the metal structure is a 30 day Workmanship Warranty that covers leaks, damaged material, and malfunctions of roll up doors, walk in doors, and windows. Any other warranty that applies to the Metal Structure is provided by the manufacturer, and the terms of any such warranty are in the written terms provided by the manufacturer. This warranty is based on normal use of the product. It is non transferable to any other party and only applies to the original Customer. Any repair stemming from the Warranty will be evaluated and Customer will be notified of findings by phone, email or mail. Any work to be performed will be done at the discretion of ABN or its partner manufacturers and will be performed once an installation crew is in the immediate area again and deemed convenient. Any claim from any such repair will not be used for non payment of structure. The warranty is NOT valid and in effect and binding upon ABN until balance is paid in full for the Metal Structure.
- The Contract constitutes final written agreement of the parties and terms. It supersedes all prior oral or written agreements made between both parties. The terms of the Contract cannot be waived, rescinded or modified except by a written agreement signed by both parties. In any event that a court of law may rule that a partial term or provision of the Contract is void or unenforceable that term/provision in ruling will be severed from the contract and the remainder of the Contract will stay in full effect and enforceable. The Contract becomes effective upon receipt of the Order Payment by the dealer. It is agreed that ABN need not sign the Contract, and that ABN will be bound to the Contract by receiving and accepting the contract. All matters arising out of or relating to the Contract shall be governed by and construed in accordance with the internal laws of the State of North Carolina. Any lawsuit, action, or proceeding arising out of or relating to the Contract shall be instituted in the Superior Court of Surry County, North Carolina, and Customer irrevocably submits to jurisdiction of such court. Customer agrees that prior to the commencement of legal action against ABN, Customer shall send a written notice describing the dispute with ABN, and allow ABN 30 days from receipt of the notice to endeavor to resolve the dispute through direct communications with Customer. Such notice shall include contact information for Customer and be sent to American Building Network, LLC, Attention Processing Department, P.O. Box 1308, Mount Airy, NC 27030. Customer and ABN waive all claims against each other for consequential damages, exemplary damages, and punitive damages arising out of or relating to the Contract and/or the Metal Structure. To the fullest extent allowed by law, Customer shall indemnify, defend, and hold harmless ABN, and its affiliates, employees, officers, and directors, against any and all loss, injury, damage, liability, claim, cost or expense, including reasonable attorney and professional fees and costs, arising out of or relating to the Metal Structure, or the failure of Customer to comply with any of its obligations or agreements in the Contract, including without limitation obligations to comply with all Legal Requirements and to properly prepare the site. ABN will not be liable to any third party for any damages direct or indirect at any time in conjunction with the Metal Structure or installation and installation procedures. In the event that any claim arises from a third party, Customer agrees to defend ABN and its affiliates against the third party at their own expense.
- 14. The following documents attached are listed as exhibits and are part of the Contract in its entirety.
 - a. Exhibit A: Site requirements for building installation (1 page)
 - b. Exhibit B: Pre installation checklist (1 page)
 - c. Exhibit C: Truck accessibility (1 page)
 - d. Exhibit D: Review & Referral sheet (1 page)
- 15. Customer acknowledges that they and all parties involved have read the Contract in its entirety, and are agreeing to such terms and conditions. Customer is fully aware of the Payment Terms, Warranties and all procedures set forth. Customer represent upon signature they will be bound by the terms and conditions. In the event Customer is not the owner of property of installation Customer will have owner sign all contract documents as well or sign on their behalf as their representative. Customer and Land Owner both agree to be bound by the terms and conditions set forth in the Contract and at no time try to contest such.

SITE REQUIREMENTS

IS YOUR SITE LEVELED PROPERLY?



YOUR SITE HAS TO BE LEVEL FOR PROPER INSTALLATION

If the site is not level within 3inches and square, this can result in possible non installation of the structure and additional fees. Should the unit be installed on a unlevel site it will result in gaps under garage and walk in doors, corners, etc and also misalignment of windows. Labor fees will be encurred.

DO YOU HAVE THE PROPER CLEARANCE?

A minimum of 3' (feet) level clearance around the entire building is required for installation. This includes vegetation as well. In the case of a lift being used a minimum of 10' (feet) clearance is needed.





UNSURE?

Send in photos of the installation site and request a call to review those with you and ensure everyone is on the same page.

Signature:

my my



Signature:

Pre Installation Checklist

Prepared Level Lot: Lot must be level and square in order to receive installation and avoid labor charges.
Mark Any Utility Lines: Any lines running underneath the planned installation site will need to be clearly marked. If you are unsure call 811 to come and mark the lines for you.
Move All Obstacles: Any items in and around the installation site such as vehicles, RVs, debri, etc. will need to be cleared with a minimum of 3' clearance. That will be 10' if a lift is to be used. This is to avoid any labor charges or possible installation to not occur.
Concrete Retaining Walls: If you are planning to have the unit installed on that foundation notify your specialists and the manufacturer as these installs are a case by case scenario.
Have Payment Ready: Payment is to be prepared prior to crews arrival. We accept most major credit cards, money order or cashiers check. Personal checks, business checks, and cash may be accepted at the manufacturers discretion.

Truck Accessibility Requirements

Ensure site is able to accommodate truck and trailer.

If the installation crew is unable to install the structure due to an inaccessible work site, the customer will be billed a return trip fee along with a restocking fee that must be paid prior to returning to the site.



NO STEEP HILLS



NO SHARP CURVES



PLENTY OF SPACE



The roads leading to the installation site must be able to accommodate the installation vehicle. You must have adequate room for the installation crew to reach the job site, unload, turn around and work. Sharp curves, steep hills, and a limited work space could hinder installation of your structure.

Signature:	
Jigilatule.	

YOUR FEEDBACK AND REVIEW IS IMPORTANT TO US!



GOOGLE REVIEW

FACEBOOK REVIEW

BBB REVIEW

We thank you for being a customer and your review.

Only with your help and feedback can we learn to better serve our customers and community.

SITE REQUIREMENTS FOR YOUR BUILDING INSTALL

WARNING:

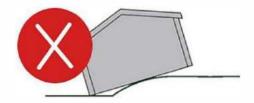
If your site does not meet the site requirements described in this packet, YOU WILL BE CHARGED A RESTOCKING FEE and your installation will be delayed. It is the responsibility of the customer to ensure that the installation site is professionally leveled and accessible at the time of installation. If you have any questions regarding your site, contact your Building Specialist.

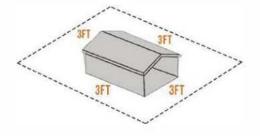
IS YOUR SITE PROPERLY LEVELED?

Your site has to be level for proper installation.

If the site is not level, this can result in gaps under doors, corners, etc.







A minimum of 3 FT level clearance around the entire building (clear of any vegetation or debris) is required for install.



Exhibit A - page 2

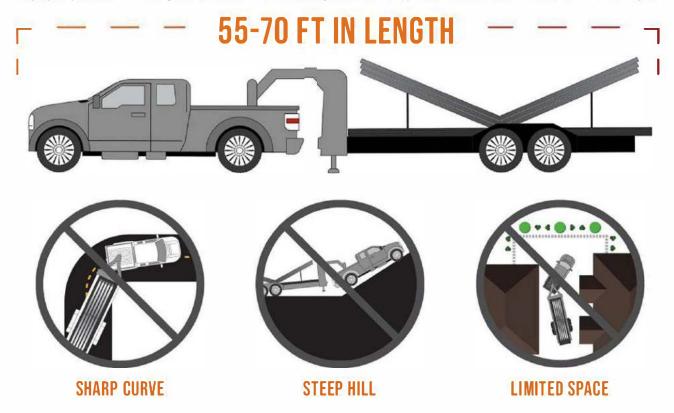
2

IS YOUR SITE ACCESSIBLE TO THE INSTALLATION CREW?

It is the responsibility of the customer to ensure that the installation site is accessible to the crew delivering and installing the building.

If the installation crew is unable to install the structure due to an inaccessible workspace, the customer will be billed a return trip fee along with a restocking fee that must be paid before returning to the site.

THIS IS A STANDARD TRUCK AND TRAILER THAT A CREW WILL USE TO BRING YOUR BUILDING TO THE SITE:



IS THERE A SHARP CURVE, STEEP HILL, OR RESTRICTED WORK SPACE?

The roads leading to your install must be able to accommodate the installation vehicle. You must also have adequate room for the install crew to reach the job site, unload, & turn around. Sharp curves, steep hills, and a limited work space could hinder your crew, preventing installation.

IF YOU ARE UNSURE THAT YOUR SITE MEETS THESE REQUIREMENTS

Please contact your Building Specialist. Photos of the install site may be necessary for review/approval.

Signature ____

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PRE-INSTALLATION CHECKLIST



Prepare a level lot: Lot must be level and square in order to receive installation and avoid labor charges.
Mark any utility lines running underneath the planned installation site. If you do not know where the utility lines run, call 811 to come mark the lines free of charge.
If you are planning to have your building installed on concrete retaining walls, please contact our corporate office, manufacturer or building specialists, to discuss installation options, as these installs are addressed on a case by case basis.
Move all obstacles in and around the installation site such as cars, RV's, and debris to avoid a build-over fee. Remember, an install crew needs at least *3 feet all around the building* to work.
Have the payment ready before the arrival of the installation crew. We accept VISA, Mastercard, Discover, American Express, and either a money order or cashier's check. Personal checks and business checks must be approved. Personal checks and cash may be accepted at manufacturers discretion.

WELCOME

Thank you for joining our family by trusting us with the purchase of your NEW custom metal building! We understand that this is a big investment, and we want you to know that we are here to help guide you through the process, step by step. This packet will cover the three stages your order will go through:

- 1. Manufacturing
- 2. Scheduling
- 3. Installation



MANUFACTURING

The manufacturing phase consists of 3 stages:



REVIEW:

Once the manufacturer has received your order, they will review it to ensure that there are no errors and that they have a proper understanding of your building. If an error is found, they will contact your Building Specialist and they will also contact you, if necessary, to ensure that everything is correct.



CONFIRMATION:

Once your order has been reviewed, the manufacturer will contact you to confirm that you are ready for installation and that your site is level. When you confirm that you are ready, your lead time will begin. *If you are not ready for installation when you are contacted, your order will be put on hold.* Once you are prepared, you must call the manufacturer to confirm your availability for your lead time to begin.



MANUFACTURE:

After your order has been confirmed, the production of your metal building materials will begin. After the necessary components have been made, your order will then move to scheduling.

Signature

SCHEDULING

ORGANIZATION OF RUN

Once your components have been made, scheduling will take your order and find other orders in your area to maximize their time and efficiency.

FINAL CONFIRMATION:

Once the run is assembled, the manufacturer will contact each of the customers to confirm their respective orders. They will cover:

- Building Specs confirming correct dimensions, components, & colors. *It is your responsibility to confirm all aspects of the contract and ensure that you understand what you will receive with your install.*
- Balance Due confirming the price due at time of installation and type of payment accepted (this is construction).

 For buildings \$7,500 or more, all manufacturers will require up to 50% of the balance due at the time of scheduling

ISSUES THAT CAN CAUSE A RESCHEDULE:



Inclement Weather: Unsuitable weather in your area or weather in another area that the crew would have to travel through to get to your install site.



Mechanical Issues: malfunctions with installation trucks or trailers.



Failed Installation Prep: A customer not being ready for install (due to site issues or unavailability) that breaks apart the run.



Crew Shortage: installers that have personal emergencies or physical injury that could leave a crew shorthanded.

INSTALLATION

PREPARATION



The location of where the metal building will be installed MUST be level within 3" from front to back and side to side, as well as being squared for proper installation. Ensure the surface is level to avoid incurring any addiotanal fees. If your building has roll up doors, the side where the door(s) will be installed must be completely level to avoid any cracks/openings underneath the door(s) that could potentially let in water, dust, or pests.



The installation crew will arrive with a dually pickup truck and attached trailer that will total 55'-70' long. Therefore, remote locations, steep hills, or sites located far into fields can be inaccessible to the crews. The decision to install or not to install remains the sole discretion of the installation crew.*Installation crews require 3 feet of clearance around the structure*



Any requirements or safety training/videos that are to be completed prior to installation must be disclosed to us upon purchase of unit. Such requirements must be noted on purchase order. A fee may be incurred depending on length and depth of training and requirements.

IF YOU ARE UNSURE THAT YOU MEET THESE REQUIREMENTS

Please contact your Building Specialist. (Photos of the install site may be necessary for review/approval).

POTENTIAL FEES

A restocking fee of 10% or more of the building price will be added to the final balance of the building in the event (but not limited to) the following situations:

- Customer canceling or rescheduling installation.
- Alterations made to order after installation date has been scheduled.
- Permitting issues that result in incompletion of work.
- Incorrect or off-square concrete pad resulting in non-installation of building.
- Unlevel lot or restricted/ obstructed workspace:

*Certain manufacturers may charge fees on purchases made with credit cards

Signature _



HOW DID WE DO?

YOUR OPINION MATTERS.

With your help, we want to craft the best purchase experience in the industry. Let us know how we did so that we can better serve you and all of our customers in the future.

Please take a few moments to visit the links below and leave a review of how we did throughout your process:





<u>Google Review</u>



Facebook Review



Better Business Bureau



Signature _

PAYMENT AMOUNT

\$1,532.00

Name Joe Christman (69987231) Account ODR-018495

5-

Initiated By

Customer Initiated UnEnrolled Payment

Email josephachristman@gmail.com Confirmation # 3104875468

Customer Phone (910) 585-5003 Payment Account Visa *****4898

Date	Time	Event	Status
Payment Re	equest		
3/18/2024	02:47:02 PM EST	Card-WEB-OneTime Payment Request Initiated for \$1,532.00	Initiated
Payment Pr	ocessing		
3/18/2024	02:47:02 PM EST	Card-WEB-OneTime Payment Request Initiated for \$1,532.00	Initiated
3/18/2024	02:47:04 PM EST	Payment Sent for Processing	Processing
3/18/2024	08:08:38 PM EST	Payment Completed	Paid
Payment No	otification Processin	g	
Email Proce	ssing		
3/18/2024	02:47:04 PM EST	Receipt e-mail to customer. E-mail Sent to: josephachristman@gmail.com	Sent
3/18/2024	08:08:38 PM EST	Success e-mail to customer.	Sent
		E-mail Sent to: josephachristman@gmail.com Doc ID: 2eace18db304e	:f75b1a9bb8b491aa



Title Joe Christman - NC - Please Sign

File name Joe Christm...r Form .pdf and 5 others

Document ID 2eace18db304ef75b1a9bb8b491aa8e0e68c67af

Audit trail date format MM / DD / YYYY

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