

TERMS AND CONDITIONS

A minimum deposit of \$1000 is required at the time building is ordered. Deposit may be charged to Visa/ Master Card. 50% deposit required prior to (scheduled) delivery. Balance due upon delivery of structure. Cash or (personal) Check preferred. Depending on the size and location for the building, Customer may be required to pay additional monies prior to delivery.

All buildings with an extended overhang, in which the overhang is being built on-site by Stoltzfus Structures, require a 50% deposit at time of order. An additional 30% is required upon delivery of the building. The remaining 20% (balance of order) is due upon completion of the overhang construction.

The balance of the purchase price is due and payable in cash or check at the time of delivery of the building. The driver delivering the building will bring an invoice for the amount due which must be paid prior to Customer's taking delivery of the building. Any unpaid payments shall bear interest at the rate of two percent (2%) per month. In the event it becomes necessary for Stoltzfus Structures to take action to collect any amount due hereunder, Stoltzfus Structures shall be entitled to receive all reasonable costs of collection, including attorney's fees and associated costs, from Customer. If any check is returned for insufficient funds, Customer will be responsible for all costs associated therewith including a processing charge of \$35. Sales tax will be collected at the applicable rates required by law.

Deliveries are normally made Monday through Friday between the hours of 6 am and 6 pm depending on Customer location. Mileage is based upon the distance from Stoltzfus Structure's facility, or affiliate facility, to the requested delivery location. Stoltzfus Structures reserves the right to reschedule deliveries due to inclement weather, periods of excessive rain or other events beyond our control. Stoltzfus Structures also asks that Customers request delivery be rescheduled should Customer believe inclement weather, soft ground or other conditions exist which would impeded the safe delivery of the building or cause damage to the delivery truck or trailer or Customer's property or otherwise make delivery exceptionally difficult for the driver.

To ensure refund of deposit monies upon cancellation of an order, cancellations must be received in writing at the above listed address within 3 business days after the order is placed. Cancellations received more than 3 business days after the order is placed will result in a forfeiture of the deposit. Additionally, if the building has already been shipped when the cancellation is received, Customer will be responsible for all shipping and hauling costs incurred. Regardless of when the cancellation is received, Customer will be responsible for all cost of permits, setup, etc., incurred by Stoltzfus Structures prior to receipt of Customer's written cancellation.

Access must be provided to the building site or delivery will be made to the closest acceptable site. Customer understands that the trucks used to deliver buildings are heavy industrial trucks and, therefore, Customer warrants to Stoltzfus Structures that the driveway of Customer is capable of holding the weight of the trucks and loaded trailer. In the event the driveway is damaged despite this warranty by Customer, Customer waives any cause of action against Stoltzfus Structures or its subcontractors for any damage associated with the trucks and trailers of Stoltzfus Structures or its subcontractors. Customer understands that it may be necessary for Stoltzfus Structures or its subcontractors to drive across or through Customer's lawn, pasture or other ground. Customer also waives any course of action against Stoltzfus Structures or its subcontractors for any damage caused to Customer's lawn, pastures, ground, fences, gates, structures, buildings, animals or other property whatsoever. Customer is responsible for towing charges incurred should the delivery truck or trailer become stuck.

Customer will obtain and pay for any building permits or sealed drawings needed and failure thereof will not excuse Customer's performance hereunder. Customer is responsible to ensure that said location is not in conflict with any building code or zoning ordinance for the area. The Customer is responsible for any and all site preparation, including leveling, fill and grading. Customer agrees to be responsible for determining the location of the building. Customer is responsible for the breaking, cutting or damaging of any wires, cables, septic tanks, pipes, etc., in the course of delivery or set up of the building and Stoltzfus Structures shall not be responsible therefore. Stoltzfus Structures bears no liability for inadequate soil bearing, legal setbacks or height restrictions. Customer agrees to pay extra costs should surface or underground obstructions cause Stoltzfus Structures to incur extra costs in the course of delivering and setting up the building.

Dates of commencement and completion may be extended for delays occasioned by acts of the Customer, strikes, inclement weather, or other causes beyond Stoltzfus Structure's control. Any alterations, changes or deviations from specifications involving extra costs will be performed by Stoltzfus Structures only upon executed written orders from Customer, and will become an extra charge over and above the contract price which shall be paid by Customer at the time of delivery or the building.

This Agreement shall not be amended except by a written document signed by both parties. If any portion of this Agreement shall be declared invalid or unenforceable by a Court of competent jurisdiction in the Commonwealth of Pennsylvania, the remainder of the Agreement shall remain in full force and effect as though this Agreement never contained that portion. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to Arbitration for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. This Agreement and all controversies hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law. Customer agrees that the Commonwealth of Pennsylvania, and specifically Lancaster County, shall be the sole venue for any litigation as a result of any disputes under this Agreement.

All warranties are contingent upon payment in full according to contract terms. No complaint as to work product shall excuse Customer from completing its payment obligation s under this Agreement. Customer agrees that Stoltzfus Structure's liability under this contract shall not be permitted to exceed the fee paid to Stoltzfus Structures by Customer, and Customer waives any liability in excess of that amount. Customer further agrees that Stoltzfus Structures shall not be liable for any incidental, special, punitive, or consequential damages to Customer even if Stoltzfus Structures was advised of the possibility of such damages. No failure or delay on the part of Stoltzfus Structures to enforce any obligations of Customer under this Agreement shall be deemed a waiver of the right to enforce those obligations in the future. Customer gives Stoltzfus Structures Permission to photograph the building for advertisement purposes. Customer may not assign any rights under this Agreement.

The above prices, specifications, terms and condition are satisfactory and are hereby accepted by Customer(s). I/We hereby authorize Stoltzfus Structures to do the work as specified and further agree to make payment to Stoltzfus Structures as outline above.

CUSTOMER(S):

Date of Acceptance: _____

Printed Name

Signature