

TERMS AND CONDITIONS

TERMS: 40% to be paid at time of order. 40% to be paid on delivery of materials. Remaining 20% to be paid upon completion of building.

Any unpaid payments shall bear interest at the rate of two percent (2%) per month. In the event it becomes necessary for Horizon Structures LLC to take action to collect any amount due hereunder, Horizon Structures LLC 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.

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

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 Horizon Structures LLC's facility, or affiliate facility, to the requested delivery location. Horizon Structures LLC reserves the right to reschedule deliveries due to inclement weather, periods of excessive rain or other events beyond our control. Horizon Structures LLC 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.

OWNER/GENERAL CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING:

- All necessary excavation to prepare a level, compacted, unpaved, accessible site extending at least five feet beyond the building dimensions. (Site may be graveled up to 4 inches deep. Excessive gravel depth will cause delays and additional labor costs.)
***** LEVEL SITE IS EXTREMELY IMPORTANT. SEE NOTE BELOW. *****
- Pumping any water that may accrue in post holes.
- Obtaining all necessary permits and licenses, if needed.
- Removal of trash.
- Builder's Risk, Fire and Storm insurance for the full amount of any materials delivered or installed.
- All extra costs that accrue from digging through any obstructions (rocks, stumps, etc.)
- Costs that accrue from delays caused by site conditions or lack of access with standard equipment (skid loader, etc).
- Costs that accrue from delays in timely inspections by local officials.
- Costs that accrue from extra materials required by local code or added for any other reason.

**** IMPORTANT NOTE: IF BUILDING CREW CANNOT PROCEED WITH CONSTRUCTION BECAUSE OF LACK OF SITE ACCESS, UNWORKABLE SITE CONDITION(S), OR IMPROPER OR INCOMPLETE SITE PREPARATION, COST OF LOST TIME (MINIMUM OF \$500.00) WILL BE ADDED TO THE TOTAL PRICE.**

IMPORTANT NOTE: HORIZON STRUCTURES, LLC. IS A SUBCONTRACTOR TO OWNER. OWNER IS THE GENERAL CONTRACTOR FOR THIS BUILDING.

NO EXCAVATION, PLUMBING, OR ELECTRICAL WORK INCLUDED. COST OF ENGINEERED SEALED DRAWING INCLUDED.

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 Horizon Structures LLC 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 Horizon Structures LLC or its subcontractors for any damage associated with the trucks and trailers of Horizon Structures LLC or its subcontractors. Customer understands that it may be necessary for Horizon Structures LLC or its subcontractors to drive across or through Customer's lawn, pasture or other ground. Customer also waives any course of action against Horizon Structures LLC 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 Horizon Structures LLC shall not be responsible therefore. Horizon Structures LLC bears no

liability for inadequate soil bearing, legal setbacks or height restrictions. Customer agrees to pay extra costs should surface or underground obstructions cause Horizon Structures LLC 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 Horizon Structures LLC's control. Any alterations, changes or deviations from specifications involving extra costs will be performed by Horizon Structures LLC 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 obligations under this Agreement. Customer agrees that Horizon Structures LLC's liability under this contract shall not be permitted to exceed the fee paid to Horizon Structures LLC by Customer, and Customer waives any liability in excess of that amount. Customer further agrees that Horizon Structures LLC shall not be liable for any incidental, special, punitive, or consequential damages to Customer even if Horizon Structures LLC was advised of the possibility of such damages. No failure or delay on the part of Horizon Structures LLC 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 Horizon Structures LLC 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 Horizon Structures LLC to do the work as specified and further agree to make payment to Horizon Structures LLC as outline above.

CUSTOMER(S):

**Date of
Acceptance:**

Signature

Printed Name

Signature

Printed Name