

R&B Pole Barn Terms & Conditions Agreement

R&B Solutions thanks you for purchasing one of our Post Frame structures. We hope you enjoy your purchase for many years to come. The Terms and Conditions below constitute the Agreement between R&B Solutions (Seller) and you (Buyer) with respect to the Post Frame structure ordered and attached above.

Please Read All Terms and Conditions Carefully.

1.) LIMITED WARRANTY.

R&B Solutions warrants the trusses to be free from structurally deficient defects and fractures. The seller also warrants the trusses meet the loading, spacing, and building specification according to our engineered drawings. This warranty shall last for a period of no longer than 5 years providing normal wear and tear. This warranty is void if any modifications have been made to any part or portion of any finished structure by anyone other than R&B Solutions, its authorized agent(s) or independent contractors.

90-Day Workmanship Warranty. R&B Solutions warrants the structure will be free from any and all defects in workmanship 90 days from the date of installation.

1 Year Door, Window, Warranty. R&B Solutions guarantees that all doors and windows will work as designed for a period of one year from the date of installation. (Normal user care and maintenance required by the buyer)

40 Year Warranty. Roof panels carry a 40 year chalk and fade resistant warranty from the date of installation. This warranty is limited to chalk and fading of roofing materials (Normal user care and maintenance required by the buyer).

Any warranties provided by the Seller (R&B Solutions) shall be done so in writing, and shall only extend to the Buyer and shall not extend to any heirs, agents, successors, assignees, subsequent purchaser, transferee, or any other person that is not a party to this agreement. Customer modifications, negligence, improper anchoring, an unanticipated Act of God or nature, strong wind, snow, ice, an accident, or any type of internal or external impact are not considered defects. Furthermore, any alterations, modifications or changes to the structure, after initial

construction is complete, shall void this limited warranty unless said alterations, modifications or changes are completed by a technician or installer which has been approved, in writing, by the Seller. Any abuse, misuse or damage done to the structure by the buyer or a third party shall void this limited warranty. Seller's warranty does not cover any defects or damages caused by or resulting from: Earthquakes, Tornadoes, Tempests, Flooding, Hurricanes, Landslides, Fires, Lightning, and any other acts of God. This includes falling objects, wind loads, precipitation accumulation, and seismic activity in excess of those listed in the Seller's specifications, marketing material, or certified engineered drawings. Inadequate user care and/or maintenance by Buyer including defects or failure in the foundation, unauthorized modifications to the goods, misuse, abuse, neglect, any defect or damage caused or contributed to by the Buyer or any third party will not be covered by any warranty. Improper assembly or installation may also void the warranty (kits). Our 1 year leak warranty does not apply to horizontal roofs over 36'. Customer is responsible for knowing and performing standard building maintenance, cleaning and/or inspections on a regular basis as outlined by Sherwin Williams and/or any specific requirements required by them under such warranty.

Buyer expressly agrees that any breach of this warranty is limited to repair or replacement, at the Seller's discretion. The total cost of any repair or replacement conducted by the seller pursuant to this limited warranty shall not exceed the value of the structure at the time of repairs or replacement. Value is prorated as follows. $(\text{Cash price less } 25\%) / (\text{Age of building in Years})$. Seller makes no warranties, express or implied, other than those expressly stated herein. Seller shall not be held liable for any incidental or consequential damages caused by the structure, including but not limited to damage to other property. Original receipts and invoices must be mailed to the Seller with a written claim of warranty, including picture documentation. An action response will be given within 45 days of the said claim.

2.) SITE ACCESS.

It is the purchaser's responsibility to have the site prepared, leveled and accessible for delivery. It is the purchaser's responsibility to notify R&B Solutions if yard conditions are not conducive for delivery on the specified delivery date due to rain, snow, etc. If for some reason the site has changes or conditions that affect the Install, additional Labor and possible

equipment charges may apply before moving forward. Additional fees may be incurred for deliveries cancelled within 48 hours of delivery date.

Property owner takes FULL responsibility for any and all damages caused by delivery truck, trailer or structure to yard and property and any damages caused to structure from surrounding obstacles in the requested path of delivery, i.e. trees, shrubs, fences, wires, house overhangs etc. Purchaser agrees to pay all tow truck fees should this be necessary. R & B Solutions is not responsible and cannot be held accountable for any damages beyond the roadside curb.

3.) CONSTRUCTION.

Methods of construction vary according to building type and materials used. All custom building construction and finishing methods utilized by R&B Solution's, and its independent contractors, are not indicative of all possible methods of construction and/or finishing options available. By placing any order with R&B Solutions, the Buyer wholly agrees to any/all construction and/or finishing methods set forth as "acceptable" at the sole discretion of R&B Solutions. Any specific variances in construction/finishing methods utilized and/or requested by the purchaser must be set forth prior to any order being placed, and must be agreed to, in writing, by both parties. R&B reserves the right to refuse any non-conventional methods, alter its standard warranty, and/or add additional customization fees to any such custom method, if agreed upon, as previously outlined above. Trusses are constructed with 2 " Square tube, if selected, or Angle Iron if Angle Iron is selected based on building and engineer specifications, and are manufactured and constructed according to R&B Solutions specifications only. Customer agrees and accepts that all concrete is subject to cracking, chipping and/or breakage during installation, and that any such occurrence during construction is not grounds for any refund or discount and is not, and cannot, be considered as a default upon this agreement by the Seller or be used by the Buyer as a claim or defense against nonpayment of any amount(s) due.

4.) INSTALLATION.

Buyer acknowledges that the unit(s) and/or item(s) purchased pursuant to this Agreement will be installed by independent contractors who are NOT employees of R&B Solutions. If for Any reason the third party contractor has to leave the jobsite due to any type of delay or put the barn on hold to

finish framing, or plumbing, or waiting on Windows or Doors, the Buyer Must Pay the Contractor in Full for % of labor completed up to that point and no less than 50% of install price. The remaining Balance will be paid when the pole barn has been completed in full. Buyer's installation location must be level prior to installation or the unit may not be installed. Buyer acknowledges R&B Solutions must have access to all sides of the building, with an unobstructed perimeter of at least 5-feet. If building sides cannot be accessed, buyer understands that additional charges may be incurred for appropriate lifts/scaffolding/etc to facilitate proper access for construction completion. Buyer represents that installation site will be accessible by a truck and trailer. Buyer represents that installation site has no other structures (including overhang) within 2 feet of proposed building's exterior envelope. Buyer is responsible for ordering, marking, and informing any/all independent contractors of R&B Solutions about any underground cables, gas lines, utility hazards, objects, obstructions or any other relevant matter prior to commencement of construction/installation. Buyer agrees to indemnify and hold harmless R&B Solutions and its independent contractors for any damage sustained to any buried/exposed lines, pipes, cables, or other utility instrumentalities during the construction and/or installation in perpetuity. R&B Solutions and/or its independent contractor installers reserve sole discretion to determine whether an installation can proceed and whether the installation location has been properly prepared and is safe for crews to work at. Buyer agrees to pay a service charge of 5% of the purchase price, but not less than one hundred dollars (\$100), if installation cannot be performed because the installation location is non-compliant with this Agreement or installation is rescheduled by the Buyer. Buyer is responsible for disposing of any/all construction debris left on site after installation.

5.) BUILDING MODIFICATIONS.

Any, and all, modifications made to any R&B Solutions building or structure after initial construction has been completed will void any, and all, warranties associated or implied with that building or structure. This includes, but is not limited to, additional panel/frame component penetrations, or the addition/ removal of any item not supplied and/or installed by an approved R&B Solutions technician or installer. Any requests for modifications must be submitted to R&B Solutions, in writing, prior to the modification(s) taking place. Any subsequent modification approval from R&B Solutions must be made to the building owner in writing, and bear a written signature of a R&B Solutions authorized agent.

Furthermore, it shall be the sole responsibility of the building owner to retain, and provide upon request, any modification approvals in the event of a warranty claim.

6.) LIMITATIONS.

Buyer agrees, in perpetuity, to release, indemnify and hold harmless R&B Solutions, its authorized agents, employees and its independent contractors, from: Any and all damage liability claims to real or personal property associated in any way with the installation site, including damage or staining to any/all ground surfaces (grass, pavement, concrete, landscaping, etc), damage to items located underground or attached to the ground resulting from the delivery(s) of any/all construction material(s) to the construction/installation location by R&B Solutions, its authorized agents or its independent contractors including any claim(s) for punitive, indirect, incidental, special, or consequential damages resulting from any defects or deficiencies of any unit(s) or item(s) that were installed pursuant to Buyer's request, regardless of any final acceptance by Buyer.

Buyer understands and agrees that Buyer is solely responsible for knowing, researching, maintaining and compliance with any/all: Permits, snow/wind load requirement(s), building category requirement(s), covenant(s), restrictions, surveys, property lines or setbacks, and the verification, notification, accuracy, and correctness of such in connection with any paperwork, printed items, orders or quotes for any item(s) or unit(s) subject to this Agreement. Buyer understands that the unit(s) or items(s) that are the subject of this Agreement may not be eligible for a permit in certain areas.

Buyer hereby agrees to release, indemnify and to hold harmless R&B Solutions, its agents, employees and its independent contractors from any liability or responsibility resulting from any incurred city, county, state or federal violation(s) or fine(s) attributed to non-compliance with any ordinance(s), code(s) or law(s) as a result of the delivery, construction or installation of any building or construction process associated with this Agreement in perpetuity.

Buyer understands and agrees that R&B Solutions, its agents and its independent contractors are not responsible, at any time, for any: defect,

instability, incorrectness, insufficiency, damage(s), delay(s), or additional remedies in regard or connection to any customer supplied concrete slab(s), foundation(s) or support(s).

7.) PAYMENT.

Buyer agrees to remit any/all deposit payment(s) due to R&B Solutions immediately upon the execution of any order(s). Buyer agrees to pay any remaining and/or final balance immediately upon the completion of installation or construction by remitting payment to either R&B Solutions, its authorized agent(s) or its independent contractor(s). R&B Solutions accepts valid payment by cash, credit card, debit card, and ACH payment ONLY. If for any reason the Contractor has to leave the Job or put the install on hold due to concrete issues, framing, plumbing, or waiting on additional materials, the Buyer will be required to pay 50% of install price or % of job completed. This amount will be required to be paid immediately to contractor and remaining balance will be due upon final completion. In the event of non-payment upon any portion(s) of any order, and upon notice of such to the Buyer, It shall be at the Seller's sole discretion to: reschedule, place a hold on, discontinue construction or indefinitely delay further project progress until such payments are satisfied. **NOTE: A 3% CONVENIENCE FEE WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS**

8.) CANCELLATIONS AND REFUNDS.

THERE ARE NO CANCELLATIONS OR REFUNDS ON ANY UNIT(S) AND/OR ITEM(S) AFTER Pole Barn Package has been Delivered. In the event Buyer cancels an order prior to installation or delivery the deposit will be Lost if materials such as Roof panels and Trim have been made or custom trusses have been built. No changes to the order can be made once custom trusses or metal panels and trim have been ran without a change order and additional payment being made to cover the cost of the change.

9.) LATE PAYMENT, COSTS OF COLLECTION, AND REPOSSESSION.

Buyer agrees to pay a penalty of the lesser of \$100.00 per month, or the greatest amount allowed by law, if any payment is not paid when it becomes due. Additionally, Buyer agrees that any/all past due amounts shall accrue interest at the lesser of rate of 18% per annum, or the maximum rate allowed by law. If Buyer fails to make timely payment

pursuant to this Agreement, or otherwise violates any term or condition set forth in this Agreement, which results is R&B Solutions engaging in any effort to secure payment or otherwise seek to compel Buyer to fulfill any of Buyer's obligations under the terms and conditions of this Agreement, Buyer agrees to reimburse R&B Solutions for any and all costs of collection, reasonable attorney fees, miscellaneous costs and other expenses. Buyer expressly acknowledges and agrees that a failure to pay all amounts due entitles R&B Solutions all possession rights afforded under law, up to and including the right to retrieve and/or dismantle and remove the unit(s), item(s) or specific parts that were previously installed pursuant to this Agreement. Furthermore, Buyer hereby waives any and all rights and/or claims for a refund or return of any payments made prior to such retrieval.

10.) REPRESENTATIONS AND WARRANTIES OF BUYER.

Unless otherwise indicated below, Buyer hereby represents and warrants to R&B Solutions, that Buyer is the owner, or an authorized agent of the owner ("Authorized Agent"), of the property on which the building associated with this Agreement will be installed ("Property"). In the event Buyer is an Authorized Agent, Buyer shall provide the name, address, and phone number of the owner of the property for notice purposes.

11.) NOTICE OF LIEN.

Pursuant to O.C.G.A. § 44-14-361, R&B Solutions hereby gives notice to Buyer that by placing, and through execution, of this order R&B Solutions will be improving the Property described and notated in association with the terms of this Agreement, and that under the laws of the State of Georgia, R&B Solutions reserves the right to lien property and unit for reasons of non-payment.

12.) WAIVER OF TRIAL BY JURY; ARBITRATION; CLASS ACTION WAIVER.

R&B Solutions and Buyer hereby knowingly, willingly, and voluntarily waive any right to trial by jury in any action or proceeding relating to any claims associated with this Agreement. If a dispute arises under this Agreement, the parties will initially attempt to resolve the dispute through friendly consultation, either directly or through counsel. If the dispute is not resolved within a reasonable time, either party may bring suit against the

other in a civil court, as permitted by the laws governing this Agreement and only within in the State of Georgia unless any matter(s) have a demand for damages in excess of \$30,000.00, in which case the claims must be submitted to binding arbitration as governed by the Federal Arbitration Act, and pursuant to the rules established by the American Arbitration Association or any other arbitration association as decided at the sole discretion of the Seller (R&B Solutions). In the event that any such arbitration requires fees or payments be paid by either party, that payment of such fees remain the sole responsibility of that associated party until or in lieu of any final determination of fault. Buyer specifically agrees that any claims arising out of, or relating to, this Agreement must be brought by Buyer in an individual capacity. Buyer expressly waives any right or option for Buyer to bring any claim related in any way to this Agreement as a plaintiff or class member in any class representative action.

13.) MERGER; SEVERABILITY; APPLICABLE LAW AND VENUE.

The parties agree that this Agreement is the complete and exclusive statement of the agreement between the Buyer and Seller, and supersedes any/all prior written and/or oral communications, representations and/or agreements relating to the subject matter of this Agreement. The terms of this Agreement, save and except a pricing error, may be modified or amended only by a written document executed by both Buyer and a Authorized Agent of R&B Solutions. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. This Agreement will be governed and construed by the laws of the State of Georgia, without giving effect to its choice of law principles. Buyer agrees that any legal action arising out of this Agreement instituted by Buyer will be brought in Butts County, Georgia.

14.) ERRORS.

R&B Solutions shall have the right to correct any errors in this Agreement concerning pricing or taxes. This Agreement is subject to approval and execution by R&B corporate office. R&B reserves the right to cancel and/or rescind this Agreement at any time prior to the installation of any unit(s) and/or item(s) subject to the order associated with this agreement.

15.) ELECTRONIC NOTICE, SIGNATURE; CONSENT TO USE INFORMATION.

Buyer and R&B Solutions have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Buyer of any revisions to this contract regarding errors in pricing or taxes. Each party agrees that this Agreement, along with any other documents to be delivered in connection with any order, change order(s) or order modification(s), may be executed by electronic signature, and that any such electronic signature(s) appearing on any such documents, copies or facsimiles connected to the order shall have the same legal validity and enforceability as an "original" manually executed signature for the purposes of validity, enforceability, and admissibility to the fullest extent permitted by law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. Furthermore, by initial execution of any order placed and/or acceptance of the delivery, construction or transfer of any physical goods provided by the Seller onto the personal property of, or in a any manner which transfers physical possession of such to the Buyer, both parties hereby explicitly waive any and all objections or claims to the contrary, in perpetuity. Buyer consents to R&B Solutions use of any information disclosed by Buyer for the purposes of completing and executing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with R&B Solutions privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Buyer may request a copy of R&B Solutions privacy policies and practices through the contact information provided and by submitting such request in writing.

16.) PERSONAL GUARANTY:

The undersigned hereby guarantees, jointly and severally with each other, the full performance and observance of all terms, covenants, conditions, and agreements or any other Contract with R&B Solutions. I agree to pay R&B Solutions for any debt on demand so that R&B Solutions does not have to pursue other rights it has against Buyer/Homeowner or Buyer/Homeowner's property. I agree to pay all of R&B Solutions's losses, costs, attorney fees or expenses in the event that Buyer/Homeowner defaults and/or fails to pay R&B Solutions or its Independent Contractors. I

understand and agree to be bound by any agreement, note or other evidence of indebtedness signed by myself (Buyer/Homeowner) and furthermore agree that the above agreement is a contract and is subject to R&B Solutions's specific performance of building the structure as set out and agreed upon in the said contract above. This guarantee is unconditional and continuing. This Guaranty shall remain in full force and effect with respect to all labor and/or materials supplied to the Buyer/Homeowner regardless of any person or entity ordered to use, or benefitting from, the labor and/or material(s) supplied by R&B Solutions regardless of any change(s) in the legal structure of the Buyer/Homeowner or the existence or creation of any entities or individuals legally distinct from Buyer/Homeowner executing this agreement as outlined below. I understand this Guaranty is binding on me (Buyer), my heirs and my estate. I waive any notice of non-payment, non-performance, or proof of notice or demand and any other defense which may otherwise be available under the principles of guaranty or surety law which would operate to impair or diminish the liability under this Guaranty and further agree that R&B Solutions may proceed against the undersigned separately or jointly before, or after or simultaneously with proceeding against any other party. The execution, delivery and performance of this Guaranty Agreement shall be governed by the laws of the State of Georgia. I specifically consent to the jurisdiction of the Courts of the State of Georgia, in the County of Butts, for purposes of enforcement of this Guaranty. The forum for any litigation pursuant to this Guaranty, regardless of which party brings suit, shall be brought in Butts County, Georgia. R&B Solutions is relying on, and intends to rely on, every portion of this guaranty. This Guaranty is not accepted in lieu of any lien, payment bond or other legal right(s) executed by the Seller (R&B Solutions).

Buyer's Printed Name

Date

Buyer's Signature