

# Ready Built Steel Buildings

## General Terms and Conditions

1. Confirmation of Contract: Signing a contract in our presence, signing and returning a contract that was either mailed, faxed or sent via email, clicking on the "Buy" button, typing your name in the "Authorized Signature" block, and/or taking such other actions as may be required after clicking said "Buy" button, means that you, as the "Buyer", are submitting and consummating an order to purchase from Ready Built Steel Buildings ("RBSB"). Conversely, RBSB as the ("Seller") agrees to sell products to you, subject to the terms set forth below. Further, you agree that your consummation of the order is your final and irrevocable acknowledgement that you have read, understand and accept the policies and terms and conditions presented on our website, *readybuiltsteelbuildings.com*.

2. Electronic Signature Effective: a) When you enter your personally identifiable information and take other such actions to execute a purchase on our website, then you are entering into an electronic contract. Such action means that this Section applies in order to set out the legally binding terms of your use of our Programs, including Ready Built Steel Buildings Websites. You accept the Agreement and the terms, conditions, and notices contained or referenced herein when you execute your purchase. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. When you execute a purchase, you also consent to having the Agreement provided to you in this electronic form. b) You have the right to receive the Agreement in non-electronic form and may request a non-electronic copy of the Agreement by submitting a request to us as specified below. To request a non-electronic copy of this Agreement, please send a letter and self-addressed stamped envelope to the applicable address as shown in the Contact Us section of the website. c) In order to access and retain the electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any charges associated with such access. In addition, you must use all equipment necessary to make such connection to the Internet (e.g., a computer and modem or other access device). Please print a copy of the Agreement for your records. To retain an electronic copy of the Agreement, you may save it on your computer.

3. Contract Price: The contract price is defined as the base price together with approved alternates or options, delivery charges and other charges shown on the face of the contract. Buyer is responsible for any taxes, use fees or other fees as required by federal, state or local laws not specifically stated herein. Buyer acknowledges Seller is a supplier of goods and is not acting as the Buyer's architect, engineer, contractor, or installer. Contract price will also include charges to Buyer in accordance with Paragraph 10 of this Contract describing additional charges for delay. The following terms and conditions as well as the Terms of Use Agreement for this website shall apply to any and all sales between Seller and the Buyer and shall not be waived, modified or amended without the express written consent of an executive officer of Ready Built Steel Buildings LLC. Terms contained within any other purchase order or agreement issued by Buyer conflicting with these Terms and Conditions shall be of no force and effect. All sales by Seller of any nature to Buyer shall be made under the provisions of this Agreement. Any documents that Buyer may use for its convenience including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this Agreement as well as the terms and conditions as stated in Seller's invoices and bills of lading shall supersede and take precedence over any of Buyer's terms and conditions which may be contained on any such forms. An officer of Ready Built Steel Buildings will review the order. All orders are subject to approval and acceptance by Seller.

4. Conformity of Goods: Except where this Contract may expressly provide otherwise, the specifications of the goods described herein shall be governed by the recommended code of standard practice for the design, manufacture, sales, and use of such products. In the event that any industry standards are silent

as to the interpretation of a specification of the goods, applicable laws of the State of Arkansas shall govern.

5. Variation of Conforming Goods: The goods must conform to the specifications set forth in this Contract except that variation is permitted in quality or quantity if the variation is in accordance with seller's standards or usage of trade customs.

6. Rejection of Nonconforming Goods: Rejection of goods for nonconformity with the requirements of the contract and other claims must be reported within twenty-four (24) hours to Seller. This initial report must be made by telephone (see "Contact Us" for the telephone number). All claims must be followed up in writing as described in the Terms and Conditions for the Receipt and Inspection.

7. Specifications and Compliance: The specifications as detailed in this Contract shall govern in all instances including, but not limited to, where related drawings, if any, indicate a specification or addition to the contrary. The Buyer is solely responsible for the accuracy of the specifications as detailed in this Contract. That is, it is the sole responsibility of the Buyer to verify the specifications as contained in this Contract conform to the Buyer's insurance or other codes and requirements, including conformance of the products use to requirements of Local Building Codes or code officials. Conformity and any non-conformity shall be interpreted in favor of the specifications in this Contract.

8. Adopt UCC Terms: Unless specifically defined herein the terms used in this Contract shall be defined by the Uniform Commercial Code §2-103. In addition, the definition and principles of construction set forth in Article 1 are applicable. Except where otherwise expressly stated in this Contract, all terms herein employed shall have the same definition as set forth in the UCC in the State of Arkansas.

9. Delivery and Payment: All shipments shall be F.O.B. factory. Contract price shall be paid by Buyer with approved credit card and or other payment type accepted on the website at time of checkout. If approved in advance of the purchase, Seller may accept a company purchase order from companies that have an approved credit application on file with the Seller or may accept a deposit with the balance due on delivery. Seller does not guarantee date or time of delivery and in no event shall be responsible for delay damages. Seller will exercise good faith in working toward requested delivery dates. No statements made by Seller's agents or employees with regard to delivery dates shall be binding to Seller. Buyer is responsible for demurrage charges from truck line. Except where payment has been made in full at time of purchase, payment may be required immediately upon receipt of invoice from Seller and prior to Buyer's receipt of material in accordance with Paragraph 10. Buyer shall inventory the materials at the time of delivery or waive any discrepancies. At time of delivery, Buyer shall make a full and close inspection of merchandise in accordance with the Terms and Conditions for the Receipt and Inspection.

10. Option of Seller to Deliver in Installments: Seller shall have the option to deliver goods in two or more installments as Seller shall elect.

11. Delay: Seller shall not be liable for any loss, cost, or damages which Buyer may suffer by reason of Seller's delay. If any of the following occur, Buyer shall bear the expense for delay: a) Buyer, its agents or employees, notifies Seller to place order on "hold" until further notice; b) Buyer delays delivery of parts after fabrication is complete and ready to ship. If event a) occurs, Seller may charge Buyer whatever cost or damages Seller incurred by reason of the delay, including incidental and consequential costs. If event b) occurs, Seller may immediately invoice Buyer and Buyer's payment is due upon receipt of invoice.

12. Changes in Contract Terms: Requests for changes to the contract, for example, requesting that colors be changed, must be received within two business days after the date of order placement. The Seller reserves the right to refuse change requests that are received later than two business days. Changes must be confirmed by signature of both parties in a duly executed contract change order that will be binding upon the parties. The change order will delineate the changes to the contract and, as applicable, to the contract price. No changes will commence until a change order has been executed and payment for the change, has been received or an adjustment is made to the cash on delivery amount, as

applicable.

13. Cancellation - Restocking and Cancellation Fees: In the event of cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned by the cancellation hereof. Buyer understands that Buyer is placing a custom order for items that are not maintained in stock and are not manufactured until ordered. As such, Buyer agrees that the Seller is allowed to charge a reasonable fee for cancellation of Buyer's order, if such cancellation is not made within two (2) business days after the date of order placement. Buyer understands and agrees that fees may include cost of material, restocking charges and as applicable, return freight charges. Buyer further understands and agrees that a minimum fee of 25% of the contract amount may be charged for cancellation of the order. Buyer also agrees that for orders not cancelled within the time frame stipulated above, Seller may refuse the cancellation request, in which case Buyer will accept the item(s) as ordered and pay the full contract amount, minus any prepaid amounts. Buyer agrees that this represents the approximate damage to Seller due to the breach of Buyer and is not intended in any manner to be a penalty.

14. Risk of Loss – Other Liability: Buyer understands and agrees that the Seller has contracted with the carrier of the goods as described in this Contract and that the carrier shall accept risk of loss while the goods are in transit. Immediately upon arrival of the goods by the carrier and prior to unloading same, Buyer shall bear risk of loss as to any parts of the shipment, personal injury (i.e. for unloading) and any other liability which may occur. Seller shall not be responsible for spotting, switching, drayage, demurrage or other transportation charges unless agreed to in writing prior to delivery. Buyer shall hold Seller harmless from any loss, costs, claims, suits, damages, and attorney's fees arising from any alleged or real injury (including death or total destruction) to any person or property which arises out of work performed or materials supplied hereunder.

15. Inspection: Claims for shortages or defective materials must be made to Seller in writing within three (3) days after delivery of shipment (which the Parties agree is a reasonable time) or claim shall be conclusively waived.

16. Forfeiture: In the event of cancellation or other breach of Buyer's obligations under this Contract, all payments received in advance of delivery or a portion thereof may be retained by Seller as compensation for shipping, return shipping and/or restocking or resale of affected items. Buyer agrees that this represents the approximate damage to Seller due to the breach of Buyer and is not intended in any manner to be a penalty.

17. Representative's Authority: Buyer understands and agrees that no agent, employee, or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerning the goods sold hereunder which is not set forth herein, and Buyer further understands and agrees that any such affirmation of fact or representation made by any such agent, employee or representative which is not set forth herein shall not bind Seller.

18. Assignment of Contract: In the event of default by Buyer of any of its obligations hereunder, Buyer hereby irrevocably appoints Seller to act as its agent and attorney-in-fact to sell the product to any third party at the same price as on the face of this contract.

19. Limited Warranty: Seller warrants only that its products are free from defects in materials and workmanship on the date of shipment from its plant. The Seller's obligations under this warranty shall be limited to repairing or replacing (but no dismantling and installing) such products which prove to be defective within one (1) year from the date of the original shipment by Seller, provided, however, Buyer has performed maintenance for the general upkeep of the product. Any products repaired or replaced shall be subject to warranty only for the remainder of the time applicable to the original warranty period. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE

RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND WHATSOEVER. Seller shall determine, in its sole discretion, whether correction of any defect or failure under this warranty shall be by repair or replacement. Seller's liability shall not arise unless repairs are made under the supervision of, or with written approval, of Seller. Shipping costs incurred in returning defective material shall be paid by Seller if such shipment is authorized in writing by seller. If the product is defective, return shipment shall be prepaid by Seller. Title to any returned materials shall pass immediately to Seller. Seller does not warrant products that are not manufactured by Seller except to the extent of the warranty that Seller may actually pass through or assign from the manufacturer. Notwithstanding the foregoing, installation of materials shall unequivocally constitute acceptance of materials.

20. Governing Law: This Contract shall be governed by and construed according to the laws of the State of Arkansas.

21. Jurisdiction and Venue: Notwithstanding the Arbitration Clause, it is agreed by and between Buyer and Seller that all disputes or other matters whatsoever arising under, in connection with or incident to the Contract shall be litigated, if at all, in and before a court located in Lonoke, Arkansas to the exclusion of the courts of any other state, territory or country. Buyer hereby waives any jurisdiction or venue objections that Buyer may have to any such action or proceeding being brought in any court located in Lonoke, Arkansas.

22. Attorney Fees: In the event Buyer in any manner defaults or breaches the terms and conditions of this Contract, or threatens to do same, or in the event it becomes necessary for Seller to employ an attorney to enforce any provision of this Contract, obtain injunctive relief, collect damages on account of a breach or threatened breach of this Contract, or if Seller prevails in a tort action commenced by Buyer, Buyer shall liable for and remit to the Seller or Seller's Registered Agent, Seller's attorney fees and costs.

23. Severability Provisions: Each provision of this Contract shall be considered severable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Contract which are valid.

24. No Incidental, Special or Consequential Damages: Notwithstanding any other agreement to the contrary, Buyer hereby agrees and stipulates that Seller shall not be liable for any incidental, special, liquidated, compensatory, expectation, exemplary or consequential damages, which Buyer may suffer for any reason, including reasons attributable to Seller.

25. Force Majeure: Seller shall not be liable to Buyer for liquidated damages, back charges or loss of use to Buyer arising out of any delay or any other reason in carrying out this Agreement. Under no circumstances shall Seller be liable in any way to Buyer, building owner or any other party for delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire; flood; epidemics; quarantine; lightening; strike; embargo; explosion; power surge or failure; acts of God; war; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's reasonable control, whether or not similar to the foregoing. Buyer agrees this limitation of Seller's liability is reasonable. Buyer further agrees that this limitation of Seller's liability is part of the consideration for this Agreement and is reflected in the amounts charged by Seller hereunder. Buyer intends that this limitation on Seller's liability be liberally construed in favor of Seller to eliminate any other liability of Seller other than repair or replacement of defective products.

26. Waiver of Trial by Jury: EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FULLY WAIVES ANY RIGHT TO TRIAL BY JURY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH RESPECT TO THIS AGREEMENT AND/OR THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION

HEREWITH. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY SUCH PARTY AND IS INTENDED TO ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

27. Indemnification: BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS CONTRACT BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED ACTS, OMISSIONS OR NEGLIGENCE OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF.

28. WAIVER: Sellers failure to insist in any one or more instances upon performance of any of the provisions of this agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, and the same shall constitute and remain in full force and effect.

No single or partial exercise by Seller of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. Waiver shall not constitute or be construed as a continuing waiver or waiver of any other breach of any other provision of this Agreement.

**BINDING EFFECT OF THIS AGREEMENT:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors and assigns.

29. Entire Agreement: These Terms and Conditions, in full text or by reference, the scope of work stated on the face of your Purchase Order as well as Seller's Invoice and Bill of Lading including their respective terms and conditions contain the total agreement of the parties and all agreements entered into prior to or contemporaneously with the exercise of this Contract are excluded whether oral or in writing.

Updated: August 14, 2008