# US National Steel Installation and Sale Agreement

**THIS INSTALLATION AND SALES AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BY AND BETWEEN US NATIONAL STEEL ("USNS") AND THE INDIVIDUAL LISTED BELOW ("YOU" OR "CUSTOMER") AS OF THE DATE WRITTEN.**

**THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

## SITE INSTRUCTIONS AND REQUIREMENTS

1. **Anchoring:** All units are to be secured with concrete anchors (concrete foundation) or recommended cross drive anchors (ground/gravel foundation). If USNS is unable to install the recommended ground anchors because of hardpack or solid rock the customer will be responsible for installing concrete pier footings to secure the unit properly. Rebar in anchors are for temporary use on ground installations and USN will be released of all liability for any damage to the structure or property if the Customer chooses to use only the rebar anchors. Failure to utilize the proper recommended anchoring methods will void all warranties.
2. **Foundation:** Standard foundations for anchoring are ground, gravel, asphalt, or concrete. Any other type of foundation may have additional fees associated with the installation. Please ask a USNS rep for more details.

   **Standard Installation Surface Details:**

   *Option 1:* Standard installation (No additional fees) on units being installed on Concrete foundations must measure 6" wider and 6" longer than the physical footprint of the unit, For Example, a 12' x 21' (20' Base Rail) will require the concrete foundation to measure a minimum of 12' 6" wide 20' 6" long, outside to outside. The concrete foundation must be level and square.

   *Option 2:* Upgrade Option (additional fees will apply, see a USNS authorized dealer for pricing) Units being installed on a concrete foundation with the upgrade to an interior anchor system, the concrete foundation will measure exactly the same size as the physical footprint of the building. For example, A 12' x 21' (Base Rail), will require the concrete foundation to measure exactly 12' wide x 20' long outside to outside. The concrete foundation must be level and square. For additional information on upgrades please reference the last page of this document.

   *Option 3:* Dirt, Gravel, and Asphalt installation: standard installation for units being installed on a Dirt, Gravel, or Asphalt pad, will be secured with temporary pin anchors. The temporary pin anchors are only used to pin the unit in place, not to secure it from any up-lift winds. You will need to upgrade to Mobile Home Anchors, Rock Anchors, or Asphalt Anchors to meet the minimum USNS requirements for wind rating. If the customer declines the upgrade, all warranties will automatically be voided.

   *Option 4:* Any other type of surface will be assessed per job, please see a USNS authorized dealer for additional pricing.
3. **Layout of Structures:**

   *A.)* Height: The height listed on the order form is measured by the side/wall/leg height of the unit, NOT the peak. The height will increase to the center peak, in relation to the roof style and width of unit.

   *B.)* Length: There are 6 inches of overhang off the front and back ends, with a roof line one foot longer than the framing (Example: 21 foot long building has a 20 foot base rail/framing). There is a 6" overhang off the front and back ends on vertical roof style.

   *C.)* Ends/Sides: The front/back of the unit is the width and the sides are the length where the legs/posts sleeve into the base rails. Dimensions are based on outside to outside measurements.
4. **Customers Responsibilities:**

   *A.)* If USNS is not installing your pad It is the Customer's responsibility to measure the site to ensure dimensions outlined on the order form will fit at the site. If the unit will not fit in the area, a 25% restocking fee will be applied to the total on top of costs accrued by the changes needed to the structure. Please note: If side/end panels are to be installed, the crew will need at least 3 feet of clearance around the outside to be able to work around and bolt paneling.

   *B.)* The lot must be leveled from within 2 inches from side to side and front to back where the unit is to be installed. If the lot is not leveled, an on site leg cut fee will be determined by the slope and size of the building. If the crew cannot install due to the slope, a return trip fee of $650 will be applied.

   *C.)* Entire install site must be clear and empty of any vehicles, debris, etc. Otherwise, a standby or build-over fee will apply. A standby fee of $150 per hour will be applied to the balance due if the installation site is not ready on the day of install. A build over fee for working over a trailer/vehicle/debris that cannot be moved will be $50 for every 5 feet of the building length. (Example: 21-foot long building will have a build over fee of $200). Time frames may vary due to traffic, and the site must be ready on the scheduled day of installation.

   *D.)* The Customer is responsible for obtaining all required permits and will obtain and have approved all such permits prior to installation. USNS will not be liable for any ordinance or code violations. Unless you pull a permit and purchase a certified structure it is not guaranteed to meet any certain wind and snow load rating. USNS will not be responsible for any damage to a unit due to snow/wind if customer does not purchase engineered drawings.

   *E.)* Any condensation barrier requirements are the responsibility of the customer. USNS may supply this at an additional cost.
5. **Location of Underground Utilities:** It is the sole responsibility of the Customer to provide the installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of underground utilities be marked. USNS shall not be responsible for damage to any underground utilities or any items or vehicles left around the job site.
6. **Site Access:** If the delivery/installation truck cannot access the building site within 100 feet there will be an additional "labor charge" fee of two hundred and fifty dollars ($250.00) added to the balance due. If the truck cannot reach the job site and is located at an unreasonable distance, the job may be rescheduled and a return trip fee ($650) will be charged. If you are a business and have a time restriction for when our crews can install, this can affect your pricing and you will need to notify your sales rep prior to ordering.
7. **Equipment Rental Fee:** The Equipment Rental Fee may be waived if the customer provides their own lift equipment. However, it is only applicable if the equipment meets the minimum requirement of a 7k Lull lift 42' reach, all-terrain. Equipment must meet the minimum requirements, to avoid additional fee.

8. **Payment:** Minimum 15% deposit is required to get your order in our system. 50% of the remaining balance will be due upon fabrication. 25% upon arrival to the job site, and the Final 25% will be due upon completion of the project. All final payments are due and to be collected upon the completion of the installation.
9. **Refund/Cancellation Fee:**

*A.)* There will be no refunds or cancellations of an order once the unit has been manufactured. If a job is cancelled on-site or once manufacturing has started, a 50% cancellation fee will be immediately due and payable.

*B.)* If an order is cancelled prior to manufacturing, the deposit can be refunded but will incur a transaction fee of the greater $50 or 25% of the deposit amount.

10. **Prices, Payments, and Risk of Loss**

*A.)* All amounts not paid to USNS when due and owed shall constitute a breach by the Customer. incur a carrying charge of 12% per annum or the maximum allowed by applicable state law, whichever is higher.

*B.)* All amounts due upon installation or other events which requires the action or cooperation of Customer which Customer fails to supply in a timely manner shall become due upon such failure constitute a breach by Customer.

*C.)* If payment is made by check and the check is returned NSF, the Customer will be responsible for additional expenses incurred by USNS as a result of the returned check. USNS reserves the right to charge additional fees as allowed by law for checks returned as NSF. These fees may include a $50 service charge.

*D.)* Right to Repossession: Customer acknowledges that Seller has been given the right to repossess the metal building described through this contractual agreement should customer become in default of its obligations hereunder as it pertains to the balance due, Customer hereby waives the right, if any, to require US National Steel to give the customer notice and a judicial hearing prior to exercising such right of repossession. Customer agrees that the structure is property of US National Steel until payment is made in full.

## Delivery and Inspection

**Delivery:**

Shipping and Installation dates are based on USNS's present engineering, manufacturing capacity, and scheduling which may be revised by USNS upon receipt or scheduling of the Customer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on USNS's books. All shipping dates are further subject to USNS's prompt receipt from the Customer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in this Agreement and of all drawings, information, and approvals necessary to provide the goods. Customers acknowledge that the installation date may change due to circumstances out of USNS's control (weather, accidents, etc.).

**Delay of Shipment or Performance Excused for Various Reasons:**

*A.)*If shipment of any item or other performance by USNS is delayed at the request or due to the fault of the Customer, USNS may at its option hold the item at the place of manufacture at the risk and expense of the Customer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after the Customer is notified that the item is ready for shipment. If USNS is unwilling or unable to accommodate the Customer by holding such an item, the Customer shall accept shipment immediately.

*B.)* Dates for USNS's performance are estimates only. In addition, USNS shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or, (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at USNS's or its supplier's plant or elsewhere (whether or not beyond USNS's control) which directly or indirectly interferes with, or renders substantially more burdensome, USNS's production, delivery, or performance.

## Limited Warranty and Limitation on Liability

**Limited Warranty:**

There is a 50-year structural warranty and 40-year warranty on the side and end walls assuming normal user care and maintenance. There is a 20-year limited warranty on the rust through of the framing material on "Certified Units", assuming normal user care and maintenance. There is a 1-year manufacturer's warranty from the date of completed installation on any defects in workmanship, assuming normal user care and maintenance. Non "Certified Units" only have a 30-day Limited Warranty.

**WARRANTY DISCLAIMER:**

There are no warranties that extend beyond the description on the face here of. The warranties in this agreement are in lieu of all other warranties express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

**REMEDY:**

Customer agrees that its sole and exclusive remedy against USNS will be limited to the repair and replacement of nonconforming goods, provided USNS is notified in writing of any defect. This exclusive remedy will not be deemed to have failed of its essential purpose so long as USNS is willing and able to repair or replace the defective parts and, in any event, USNS's liability for any damages due customer will be limited to the purchase price of the goods. This paragraph states the customers sole and exclusive remedy for breach of warranty.

**LIMITATION ON LIABILITY:**

The maximum liability, if any, of USNS for all damages, including without limitation contract damages and damages for injuries to persons and/or property, whether arising from customers breach of this agreement, breach of warranty, negligence, strict liability, or other tort, with respect to the goods, or any services in connection with the goods, is limited to an amount not to exceed the purchase price of the goods. In no event will USNS be liable to customer and/or any third parties for incidental damages, consequential damages, special damages, exemplary damages, or labor charges, including without limitation lost revenues and profits, even if USNS has been advised of the possibility of such damages.

**Warranty Limited to Original Purchaser:**

This warranty extends only to the original purchaser of the product warranted by this document. Said warranty does not extend to transferee owners of the product.

**Ceiling Fans Void Warranty:**

The installation of a ceiling fan anywhere on the structure, no matter how it is installed voids all warranties. The structure is not designed for them, and they should not be used. (Site Specifics drawings may allow for this)

**Modification of Structure Voids Warranty:**

Any modification, addition, deletion, substitution, or any other change to the structure without express written design approval by USNS voids the warranty. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Customer could compromise the structural integrity of the product. On all self installations, any and all warranties are null and void. USNS is not liable for structural integrity nor damages if the unit is not installed by a USNS trained crew.

**Claims Procedure:**

Any claim under this warranty must be in writing and sent to US NATIONAL 919 SE Central PRWY Unit B Stuart Fl 34994 and be received within 30 days of discovering the claimed defect. This written notification must include a description of the defect, proof of purchase, and the address of the installed product. As USNS must have a reasonable opportunity to inspect the claim, Customer may not begin any repairs prior to said inspection or the terms of the warranty could be voided as long as the inspection occurs within 14 days of USNS's receipt of the claim.

## CUSTOM DESIGNS

**Ownership and Assignment of Intellectual Property:**

If the goods delivered under this Agreement contain any custom designs from the Customer, USNS and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all intellectual property rights in connection therewith, and Customer hereby assigns to the Company any rights Customer may have or acquire in such custom designs.

## MISCELLANEOUS

**Governing Law:**

This Agreement will be construed and enforced in accordance with and governed by, the laws of the State of Florida without giving effect to any conflict of laws principles. The Parties hereby consent to the personal jurisdiction of the courts of Martin County, Florida, and waive any and all rights to change venue.

**Mandatory Arbitration:**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Martin County,Florida, before one arbitrator. The arbitration shall be administered by pursuant to Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**Arbitration Costs and Attorney Fees:**

The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate an arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award.

**Social Media Posts:**

The Customer agrees to not post online or otherwise any inaccurate, false or misleading statements related to services provided by this Agreement. Customer agrees and allows USNS to take pictures and/or videos for social media/ Website purposes only.

**Entire Agreement:**

This Agreement, along with any order form, exhibits, invoices, and amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral and written communications, understandings or agreements relating to the subject matter hereof and thereof. This Agreement may be amended or modified only by a written agreement executed by USNS and Customer.

**Headings:**

The headings identifying the various sections and subsections of this Agreement are for reference only and do not define, modify, expand or limit any of the terms or provisions herein.

**Survivability:**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Waiver:**

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

**Change Restrictions:**

No changes on the order will be accepted after the order has been placed for 72 hours, Any changes requested after this grace period will result in a cancellation of this agreement. The deposit can be credited towards a new building agreement subject to new terms and conditions according to the date of the last revision.

**IMPORTANT: (PLEASE NOTE)**

Seller agrees to build the building exactly as described through this contractual agreement, any items or accessories, or any other specific requests not listed on the invoice will not be included. The seller is not responsible for any verbal agreement made at the time of purchase and will abide by the agreement expressed herein and accepted by both parties through their signatures. The seller does not guarantee the installation of doors, windows, or other components not provided by the seller. Any extra component installation, addition, or alteration not included in this contract must take place after the installation has finished with the installation and the customer has signed the delivery certificate for the unit and paid the remaining balance on this contract assuming all ownership rights over the unit.

CUSTOMER NAME:_____ CUSTOMER SIGNATURE:_____ DATE:_____

(please print)

**U.S. NATIONAL STEEL**