



## ANCHORS FOR GROUND INSTALLATION



**Toll Free 1-877-604-2777 • Fax 530-438-2878**

Invoice #

Site (unit location if different from above)



Warehouse

| Description |                                               | Width      | Roof Length             | Frame Length | Leg Height | Gauge | Price        |
|-------------|-----------------------------------------------|------------|-------------------------|--------------|------------|-------|--------------|
| Option      | Classical Style                               |            | Boxed eave Style        |              |            |       |              |
|             | Residential<br>Vertical Roof/Horizontal Sides |            | All Vertical Roof/Sides |              |            |       |              |
|             | Leg Height                                    | Size _____ |                         |              |            |       |              |
|             |                                               |            |                         |              |            |       |              |
|             |                                               |            |                         |              |            |       |              |
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|             |                                               |            |                         |              |            |       |              |
|             |                                               |            |                         |              |            |       |              |
| Colors:     | Roof                                          | Sides      | Ends                    |              | Trim       |       |              |
|             | Ridge Cap Color (Vertical Style Only)         |            |                         |              |            |       | Installation |

C.O.D

Note: Orders will not be processed if the dealer collects more than 10%, 12%, 15% at sale price.

Tax Rate

%

Price:

Tax:

Labor:

### Plans:

**Equipment:**

Total:

down payment before taxes

Balance due at installation

- 1) All sales are C.O.D. payment of balance in full due at time of installation.
- 2) The customer is responsible for informing the installers of any underground cables, gas lines, or any other utility lines. We will not be responsible for any damages to un-locked utilities.
- 3) If there is a price discrepancy over \$20.00, the company reserves the right to cancel the order.
- 4) All quoted prices include installation of level ground at ground level only.
- 5) It is the sole responsibility of the customer to check for permits or restrictions regarding installation of the product. Some state and local ordinances may require a foundation prior to installation. **A set of free generic engineer drawings can be provided with every standard size building with proper anchoring. These drawings are not guaranteed to work for all permit processes BUT, for an additional fee and upon request per your building department; you may purchase engineered specifications and Calculations.**
- 6) It is highly recommended that all ground, gravel or blacktop installation be securely fastened with mobile home anchors. In the case of installation on concrete, it is highly recommended that concrete anchors are utilized. Pacific Metal Buildings Inc. will not be responsible for any damages to the structure if the customer chooses to use only the rebar anchors provided with the carport and failure to utilize the proper anchoring method will void your warranty. Please note that the customer is responsible for patching blacktop after anchors are installed.
- 7) The warranty will be void if the unit is installed by anyone other than our approved independent contractors. Warranty is also void if customer tampers with unit such as installing fans, drilling on tubing, etc.
- 8) Your lot must be level or the unit will be installed "AS IS" on the lot. Additionally, it is the customer's sole responsibility for insuring the installation area is adequately prepared/cleared for installation. Installers will need adequate space for the construction of your building. A minimum of 3'ft-4'ft clearance all around the building is required as well as clear space above the peak height. If, upon arrival, the installers find the lot in an unsuitable condition, a \$350 Restocking fee will be added to the balance owed. **INITIAL\_\_\_\_\_**
- 9) The quoted price above does not include any extra tasks or requests by the customer. Any such additional tasks or requests will require a separate quotation and approved by Pacific Metal Buildings Inc.
- 10) For ALL additions, a \$150.00 return fee will be added to your balance.
- 11) Buildings over 13' tall or buildings 30' wide as tall as 12' tall will require a lift onsite for installation. PMB inc., will bill for a lift onsite unless you can provide one. The lift must reach at least 20'ft-.
- 12) We highly recommend a Vertical Roof line on units over 30' long to avoid leaks. Classical and Box Eave Styles ove 30' long will not have any leak warranty. **INITIAL\_\_\_\_\_**
- 13) Limited Warranty. Seller warrants for a period of twenty years from the date of completion of installation against rust through on the framing only assuming normal user care and maintenance on 12 gauge material only. This warranty does NOT apply to 14 gauge materials.

**BALANCES OWING:** All unpaid balances must be paid in full at the time of installation. If balances due and owing are unpaid, Pacific Metal Buildings Inc. reserves the right to repossess the carport/garage and/or charge a 10% per annum interest fee. If you choose to cancel the installation of the structure, Pacific Metal Buildings Inc. is not responsible for returning your 10% down payment. Upon cancellation, you will be required to get your 10% back from the Dealer you paid it to.

**ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE 60% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION.**

ALL OF ABOVE ORDERS REQUIRE A NON-REFUNDABLE 50% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION. This is a contract. By signing this, customer acknowledges and agrees with all of the above terms and the terms contained on the reverse side of this document. This contract is NOT final until review/approval by Pacific Metal Buildings Inc.

Balance to be paid in full at time of installation to Pacific Metal Buildings Inc. by Check, Money Order, Visa, Master Card or Discover Card.

**CUSTOMER SIGNATURE** \_\_\_\_\_ **DEALER SIGNATURE** \_\_\_\_\_

1. Prices, Payment and Risk of Loss.

- a. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of thirty (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.
  - b. This Agreement is for the delivery and erection of fabricated metal structures and the Goods shall be delivered F.O.B. the Buyer's place of delivery. Risk of loss passes to the Buyer upon tender of the Goods to the buyer. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.
  - c. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by buyer after the date of any quotation.
  - d. All amounts not paid to Seller when due shall incur a carrying charge of 10% per annum to the extent allowed by law and otherwise at the highest written contract rate allowed by law.
  - e. All amounts due on installation or other event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.
2. Delivery. Shipping and installation dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to seller's prompt receipt from Buyer of written purchase order to acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement.
3. Delay of Shipment or Performance Excused for Various Reason.
- a. If shipment of any item or other performance by Seller is delayed at the request or due to the fault of the Buyer, the seller may at its option hold the item at the place of manufacture at the risk and expense of the Buyer 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 thirty (30) days after the Buyer is notified that the item is ready for shipment. If the Seller is unwilling to accommodate the Buyer by holding such item, the Buyer shall accept shipment immediately.
  - b. Dates for Seller's performance are estimates only. In addition, the Seller 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 the Seller's or its supplier's plant or elsewhere (whether or not beyond the Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, deliver, or performance.
4. Inspection Testing and Rejection.
- a. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Agreement.
  - b. All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection with seven (7) days of receipt or their reasonable time established by Seller. Any objection and/or rejection by the Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.
5. Customer Responsible for Locating Underground Utilities. It is the sole responsibility of the customer to provide the factory approved independent contractor 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. Pacific Metal Building, Inc. is

**20 YEAR LIMITED WARRANTY**

1. Limited Warranty. Seller warrants for a period of twenty years from the date of completion of installation against rust through on the framing only assuming normal user care and maintenance on 12 gauge material only. This warranty does NOT apply to 14 gauge materials.
  2. Warranty Disclaimer. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.
  3. Remedy. Buyer agrees that its sole and exclusive remedy against seller will be limited to the repair and replacement of non-conforming goods at the warrantor's option, provided seller is notified in writing of any defect. However, warrantor will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable and cannot be made within the time for performance. This exclusive remedy will not be deemed to have failed of its essential purpose so long as seller is willing and able to repair or replace the defective parts and, in any event, seller's liability for any damages due buyer will be limited to the purchase price of the goods. THIS PARAGRAPH STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.
  4. Limitation on Liability. THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S 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 ANY AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS. IN NO EVENT WILL SELLER BE LIABLE TO BUYER AND/OR ANY THIRD PARTIES FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES OR LABOR CHARGES, INCLUDING WITHOUT LIMITATION LOST REVENUE AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- NOTE:*  
SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
5. 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.
  6. Exclusions and Limitations. Pacific Metal Buildings Inc. does not warrant and products not installed and anchored by a factory approved installer utilizing a factory approved anchoring system. Installation by other than a factory approved installer utilizing a factory approved anchoring system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. Pacific Metal Buildings Inc. does not warrant any temporary anchoring systems (i.e. rebar) utilized by the customer, nor shall Pacific Metal Buildings Inc. be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, Pacific Metal Buildings Inc. does not warrant any damages caused to products resulting from movement of the structure from the original installation point.
  7. Ceiling Fans Void Warranty. The installation of a ceiling fan anywhere on the structure, not matter how it is installed VOIDS all warranties. The structure is not designed for them and they should not be used.
  8. Modification of Structure Voids Warranty. Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by Pacific Metal Buildings Inc. will VOID the warranty. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.
  9. Claims Procedure. Any claim under this warranty must be in writing and sent to Pacific Metal Buildings Inc., 270 Old Hwy 99, Maxwell, CA 95955 and be received within 30 days of discovering claimed defect. This written notification must include a description of the defect, proof of purchase, and the address of the installed product. As Pacific Metal Buildings Inc. must have a reasonable opportunity to inspect the claim, do not begin any repairs prior to said inspection or the terms of the warranty could be voided.

*We would like to thank you for your recent metal building/carport purchase. We have listed a few key points to keep in mind prior to installation to make sure you are happy with your finished product.*

1. Delivery time frames are consistently changing due to weather, holidays and workloads. Please keep in mind that the estimated time frames are subject to change, but we try our hardest to get you the most accurate schedule in a timely manner. If you are going through the permit process, your turn around time for installation **DOES NOT** begin until your permit is approved so please make sure you contact our office once your permit has been approved so that we may begin your turn around time for installation. Otherwise; we will only assume that you are still pending on permit approval therefore, delaying your installation dates.
2. Confirming installation dates with scheduling department and canceling dates assigned will result in a \$350 **restocking fee**.
3. We will call you approximately 2-3 days before installation to schedule your delivery date and approximate time. Saturdays and Sundays are not available for installation dates. If you desire a weekend installation a \$200.00 minimum fee will be charged per day.
4. Please keep in mind that your ground surface **MUST BE LEVEL** and **CLEARED** prior to installation. If you have an RV or any object and cannot remove them from area of installation, a **build over fee** will be applied. Slopes front to back and side to side effect proper installation of buildings. There will be a **labor charge** if any surface is unlevelled and adjustments are done to buildings at time of installation. We do not do any ground/foundation work so if the job site is not suitable upon arrival, we will not install your unit and an automatic \$350 **restocking fee** will also be added to your balance due.
5. If there are any utility lines onsite, PMB Inc may contact US Locates prior to your installation. This is a free service that is offered by the City Utilities Departments. US locates will mark any local underground line, *they do not detect any private lines*. You will be responsible to hire someone local to mark those private lines. You are responsible to mark the job site in White paint/chalk. This must be done in white only.
6. If you are going through the permit process, please let us know at the time of order. A set of free **Generic Engineer Drawings** can be provided with every standard size building/unit if proper anchoring system was purchased. These drawings are not guaranteed to work for all permit purposes in all city/county building departments. Upon request per your building department and for an additional fee, you may also order Engineered **Specifications and or Calculations**.
7. Installers need adequate space on all 4 sides of your unit to build. A minimum of 3'-4' clearance per side and per end as well as above the eave height clear space is required onsite. Please feel free to send us pictures of the area if you have any questions about whether the building will fit correctly in your space. Lack of required workspace will result in additional **labor charge**.
8. Buildings that are 13' tall OR Buildings 26' wide-30' wide as tall as 12' will require a forklift onsite for installation. PMB Inc may bill you for a forklift onsite unless you can provide forklift onsite. That forklift must lift at least 21'
9. Please double check all measurements prior to installation and make sure our order represents those measurements well taking in consideration 3'-4' clearance all around.

By signing this form, I acknowledge all terms listed above.

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