



9 INDUSTRIAL PARK DRIVE
 PELICAN RAPIDS, MN 56572
 PHONE: 218-863-6444
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 ATTINTL@LORETEL.NET

SPECIAL ORDER CONTRACT

Name: _____ Date: _____
 Address: _____ Sold By: _____
 Accepted By: _____
 Phone: _____ Quote #: _____
 email: _____ Fax: _____
 Building Type: _____ Estimated Delivery Date: _____
 Building Size: _____ (Not binding on HBS based on promises by others.)
 Lean to/Addition Size: _____ Specific Directions for Delivery to Site: _____

HBS Deliver/Customer Pick-Up

Qty.	Description	Extended Price
	Includes the following: Wood Purlins (2"x8"x14') & Girts (2"x6"x14') Hardware/Fasteners	

Henry Building Systems shall be responsible for:
 -anchor bolt patterns & prints, shop drawings, delivery
BUILDING MATERIALS ONLY

Customer shall be responsible for:
 -site work, concrete, permits, electrical, plumbing, mechanical
 (HVAC), clean-up upon completion of building.

Delivery Charge (If Applicable)

PAYMENT SCHEDULE

33% DEPOSIT

Balance Due Prior to Shipping

Payment by: bank cashiers check or electronic transfer only.

SUBTOTAL
 TAX
 TOTAL
 DEPOSIT
 BALANCE DUE

I have read and understand the terms and conditions of this contract both on the front and reverse sides of the customer's copy.

 Signature of Customer

 Date

GENERAL CONDITIONS OF CONTRACT

1. **Contract Price – Defined:** base price together with approved alternates; seamer rental, if any; drawings; fabrications and delivery. Buyer is responsible for taxes, cost of performance/payment bonds, building permits, and other fees as required by federal, state, or local laws not specifically stated herein. Contract price will also include charges to Buyer in accordance with Paragraph 10 of this Contract describing additional charges for delay.
2. **Taxes:** The appropriate state sales or use tax shall be added at time of delivery by the state where the building is delivered. Sales or use tax is not included in the price on the reverse side hereof.
3. **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 design, manufacture, sales, and erection of metal buildings latest edition published by the Metal Buildings Manufacturers Association, 1230 Keith Building, Cleveland, OH 44115. In the event the Metal Building Manufacturers Association's standards are silent as to the interpretation of a specification of the goods, the Uniform Commercial Code, Article 2, under the laws of the State of Minnesota shall govern. Any non-conformity in the goods shipped must be reported within 24 hours to Seller or Buyer waives any remedies for non-conforming goods.
4. **Specifications and Building Code Compliance:** The specifications as detailed in this Contract shall govern in all instances including, but not limited to, where the related drawings indicate a specification or addition to the contrary. The Buyer, evidenced by his signature herein, accepts this provision and 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 the Contract to the buyer's drawings and local building codes for conformity, and any nonconformity shall be interpreted in favor of the specifications in this Contract.
5. **Compliance with State and Local Building Codes:** It is solely Buyer's responsibility to verify that the building codes stated on the front of this Purchase Order complies with local building codes. Buyer understands and agrees that local ordinances are outside of the scope of the Seller's knowledge and that Seller assures only that the building will meet specific loading as stated in the Purchase Order.
6. **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 Minnesota.
7. **Variation of Conforming Goods:** The goods must conform exactly to the specifications set forth in this Contract except that variation is permitted in quality or quantity if the variation does not affect the merchantability of the goods and is in accordance with usage of trade customs.
8. **Approval Drawings In** some instances and at Buyer's request, Seller may submit to Buyer drawings to be approved by Buyer of the goods being purchased as described in the Contract. The approval drawings will consist of an anchor bolt plan and cross sections. A duplicate set of drawings will be forwarded to Buyer by Seller for Buyer's approval. Buyer must approve or modify with thirty (30) days and return to Seller the signed approval drawings with modifications. Upon receipt by Seller of the approved drawings, Seller shall proceed with the preparation of detailed shop drawings and the manufacture of the metal building system.
9. **Changes, Extras, or Discrepancies in Plans or Contract Provisions:** Buyer may request changes or add extras. Seller shall only be bound to comply with changes or extras, which have been approved, by Seller and a change order signed by Buyer or Buyer's agent. The change order shall specify the change and the contract price will be modified accordingly.
10. **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 events occur, Buyer shall bear the expense of delay. The events are:
 - a) Buyer, its agents or employees, notifies the Seller to place order on "hold" until further notice;
 - b) Buyer delays approval of drawings for more than thirty (30) days after receipt on the approval job;
 - c) Buyer delays delivery of parts after fabrication is complete and ready to ship.If either event a) or b) occur, Seller may then charge Buyer whatever cost or damages Seller incurred by reason of the delay, including incidental and consequential costs. In the event c) above occurs, Seller may immediately invoice Buyer and Buyer's payment is due upon receipt of invoice.
11. **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.
12. **Representative's Authority:** Buyer understands and agrees that no agent, employee, or representative of Seller has authority to bind Seller to any affirmations, representation or warranty concerning the goods sold hereunder or the building to be erected therefrom, 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.
13. **Delivery and Payment:** All shipments shall be FOB factory. Contract price shall be paid by Buyer with cashier's check payable to Seller or its assigns (together with any balance due on the purchase price) prior to unloading shipment at its destination. However, Seller shall not be responsible for delay's in shipment where the delay or failure is caused by shortages of raw materials, strikes, floods, fires, labor troubles, lock outs, war riots, insurrection, civil commotion, failure of raw materials, fire, flood, storm, accident, any act of God, or any other cause beyond the control of Seller. Payment may be required immediately upon receipt of invoice by Seller and prior to Buyer's receipt of building in accordance with Paragraph 10. When Buyer must be invoiced for goods received on account, interest will be charged at 1.5% per month, 18% per annum on all overdue accounts.
14. **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 building to any third party at the same price as on the face of this contract.
15. **Option of Seller to Deliver in Installments:** Seller shall have the option to deliver goods in two or more installments, as Seller shall elect.
16. **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 obligation under this warranty shall be limited to repairing or replacing (but not 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 building. 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 DAMAGE OR LOSS OF ANY KIND WHATSOEVER. Seller shall determine 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 cost 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. This warranty excludes accessories, parts or attachments, including but not limited to doors, hardware, windows and ventilators.
17. **Maintenance:** Roof and wall panels should be cleaned on a regular basis to prevent staining or discoloration of panel finishes. Buyer should take precautions to properly maintain the building once erected to insure that no damage is caused by the accumulation of snow or ice on the top, ends, or sides of the structure.
18. **Forfeiture:** Buyer has placed on deposit with Seller an amount as described on the front of this Contract. This deposit is required for expenses Seller shall incur in the preparation of building drawings. Buyer understands that drawings are commenced immediately upon receipt of Buyer's order. Therefore, in the event of cancellation or other breach of Buyer's obligations under this Contract, the deposit shall be retained by Seller as liquidated damages. 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.
19. **Governing Law:** This Contract shall be governed by and construed according to the laws of the State of Minnesota.
20. **Jurisdiction and Venue:** It is agreed by and between Buyer and Seller that all disputes or other matters arising under, in connection with or incidental to the Contract shall be litigated, if at all, in and before a court located in Fergus Falls, Minnesota 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 Fergus Falls, Minnesota.
21. **Attorney Fees:** In the event Buyer in any manner defaults or breaches the terms and conditions of the 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 the Contract, or if Seller prevails in a court action commenced by Buyer, Buyer shall pay to Seller, Seller's attorney fees and costs.
22. **Separability Provisions:** Each provision of this Contract shall be considered separable 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.
23. **Entire Agreement:** This writing contains the total agreement of the parties and all agreements entered into prior to or contemporaneously with the exercise of the Contract are excluded whether oral or in writing.

I have read and understand the terms and conditions of this contract

Date _____