



	Factory Located Framed Openings	Open Wall Areas
Left EW	( 2 ) 12 W x 16 H	16 ft high and 28 ft long " " " common wall with Add-A-Bay
Right EW	( 2 ) 12 W x 16 H	none
Front SW	none	none
Back SW	none	none

Special Notes and Qualifications	
3	Sets of engineered stamped anchor bolt plan and approval drawings
3	Sets of erection drawings
	Is calculation required? <u>  X  </u> Yes .
	Base condition: Base angle with trim & closures.
9	Louver framed openings with j- trim, field located.
Serv	32.6667' W x 47.5' L x 14.1' H - PBR roof & wall sheeting, trims, gutts/ downs, fasteners, closures, ridge caps " " " - zee with closures and trim for stem walls, transition trim mastic & sealant, included.
Add Bay	32.6667' W x 25' L x 14.1' H - Same conf. as Garage / Maint. Complete building shell between other sections.
Note	All sections approx. weight for dunnage to barge by others = 42,639 pounds, 2 flat racks / trailers.
	<b>Due to volatility in the North American steel market, this price is valid for <u>15 days</u>.</b>
	<b><u>NOTE EXCLUSIONS ON PAGE 3!</u></b>
-	<b>Color Selection:</b> Ultra-Dek, Double-Lok, and PBR panels are available in Signature 200 colors only. Additional charges will apply if Signature 300, Kymar, or other colors are selected.
-	Color selections are subject to availability and lead-time.

# WARRANTY, TERMS AND CONDITIONS OF SALE

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1. **LIMITED WARRANTY.** BRAEMAR BUILDING SYSTEMS INC. (hereinafter referred to as the Manufacturer) makes the following Limited Express Warranty to the Buyer if the materials are constructed or installed in compliance with the Manufacturer's erection drawings and manual and in a good workmanlike manner. This Limited Express Warranty shall be invalidated by any procedural or other changes in construction, installation, modification or engineering additions not approved by the Manufacturer, by improper site selection, site preparation errors or failure to comply with Manufacturer's instructions or warnings regarding payment, delivery, storage or handling. The Limited Express Warranty applies only to products manufactured by this Manufacturer. **THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE WARRANTY STATED HEREIN. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR LOSS OF PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. MANUFACTURER HAS NOT AUTHORIZED AND SHALL NOT AUTHORIZE ANY PERSON OR COMPANY TO ASSUME, ON BEHALF OF THE MANUFACTURER, ANY LIABILITY IN CONNECTION WITH THE MATERIAL SUPPLIED, NOR TO INCREASE THE SCOPE OF THIS LIMITED EXPRESS WARRANTY.** The Limited Express Warranty is limited to the following:

- A. The materials, when properly constructed or installed, shall meet the Manufacturer's specifications.
  - B. All Manufacturer's materials are free of material defects in workmanship or materials, and shall be warranted as such for a period of twelve (12) months from the date of delivery by, or pick-up from the Manufacturer.
  - C. Quality of materials shall conform to the requirements and specifications of the Manufacturer as stated herein. The Manufacturer will replace any defective material furnished within twelve (12) months upon presentation by Buyer of evidence satisfactory to Manufacturer of such defect. The shop painting is a prime coat and the Manufacturer shall not be responsible for the condition of the paint after it has been delivered to the common carrier, job site or owner. Manufacturer's sole responsibility under this Limited Express Warranty shall be to replace the defective material.
- Warranty claims must be submitted in writing to the Manufacturer at the Manufacturer's address stated herein. Satisfactory evidence of such defect shall include accurate photos and any inspection or expert reports. Manufacturer shall have a period of thirty (30) days after receipt of such Satisfactory Evidence to reasonably determine if a defect exists to which this Limited Express Warranty applies. Manufacturer shall have the right, but not the duty, to conduct such inspections of the materials in place, and Buyer or Contractor agree to provide reasonable access to same. In the event Manufacturer has not notified Buyer of its acceptance of responsibility for the claim within the herein referenced thirty (30) days, it shall be presumed that the claim of warranty is denied.

## 2. TERMS AND CONDITIONS

- A. Unless specifically noted, the Manufacturer has excluded all matters except design, fabrication and delivery of the materials which exclusion includes, but is not limited to, the following: erection, insulation, foundation design, concrete, imbeds, overhead doors, windows, unloading, storage, field painting, tax.
- B. Approval Drawings prepared by the Manufacturer and duly approved by the representative of the Buyer shall be deemed the correct interpretation of the contract and work to be performed.
- C. The place of fabrication, the routing and the method of shipment, the place of price of purchase, or all or any part of the materials to be included hereunder shall be at the sole discretion of the Manufacturer.
- D. The Manufacturer shall not be liable nor held liable for delays in the performance in whole or in part of this Agreement resulting in whole or in part from any cause beyond the control of the Manufacturer, including but not limited to acts defined as Force Majeure, Acts of God, fire, earthquake, flood, windstorm, or strikes, lockouts, or other differences with employees; or war, riot, or terrorist activity; or embargoes, delays, losses or damages in transportation; or shortage of cars, trucks, fuel, labor, or the material. In case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- E. The Manufacturer shall not be responsible for any field work of any kind under any circumstances performed on any material furnished under this Agreement without prior authorization in writing from the Manufacturer.
- F. Owner or Buyer is responsible for ordering and erecting a structure that when complete, complies with provincial, state and local building codes and zoning, and which will be sufficient to withstand local environmental conditions. Manufacturer makes no representations as to the adequacy of the loads ordered.
- G. Deposit received by Manufacturer is offered as security for good faith performance of contractual obligations and for expenses. In the event of any breach of this Agreement by Buyer.
  1. Buyer shall forfeit the full amount of the deposit to be applied to the manufacturer's lost profits and expenses. Manufacturer may demand, and Buyer agrees to pay an additional amount of up to 33.3% of the total contract balance for standard buildings, or up to 50% on custom designed structures, as liquidated damages, plus storage, special material cost, lost profits, any and all attorney and collection fees. Buyer acknowledges that it is difficult to determine the full extent of damages that may be incurred by Manufacturer resulting from Buyer's breach of this Agreement and the liquidated damages provided for herein are a reasonable approximation and Buyer agrees to same.
  2. In addition to liquidated damages, Manufacturer reserves the right to pursue any other remedies available to it in law or in equity.

# WARRANTY, TERMS AND CONDITIONS OF SALE

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- H. Buyer agrees that failure to accept delivery or pick-up when scheduled shall constitute breach of this Agreement and shall pay a minimum \$250.00 charge, plus freight and monthly storage charges equal to 3% of the contract price, accruing until the material is resold or the Buyer accepts delivery.
- I. **THE TERMS OF PAYMENT**, unless otherwise noted shall be as follows:  
(a) 20% at time of contract acceptance or \$1500.00, whichever is greater.  
(b) Balance of contract paid with certified funds, including all applicable Sales Taxes, at time of delivery.
- J. Under no circumstances is any retention allowed.
- K. Shipments and delivery shall be subject to approval of Manufacturer's credit department, and Manufacturer reserves the right, previous to making any shipment, to require from Buyer satisfactory security for performance of Buyer's obligations. If Buyer fails to fulfill the terms of the payment, Manufacturer may defer additional shipments or at Manufacturer's option cancel the uncompleted balance. All deferred shipments shall bear interest from the time they are due until paid at the rate of 18% per annum. No failure of the Manufacturer to exercise any right occurring from default of the Buyer shall impair the Manufacturer's rights in case of any subsequent default.
- L. This proposal is not a binding bilateral contract until signed by Buyer and accepted by the Manufacturer, and when accepted, it together with the general conditions of contract, constitute the entire contract between Buyer and Manufacturer. This Agreement supersedes all prior agreements, understandings, conditions or inducements whether in writing or oral, and the Manufacturer is not bound by any other agreements, understandings, conditions or inducements otherwise than as expressly set forth and stipulated herein. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same be in writing and signed by the Manufacturer.
- M. In the event any date called for herein falls on a Saturday, Sunday, or federal or state holiday, said date shall be extended to the next business day following such Saturday, Sunday, or federal or state holiday.
- N. The parties hereto expressly agree that the terms and conditions hereof and the subsequent performance hereunder shall be construed and controlled by the laws of the state of Colorado. Claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof, shall, in the sole and absolute discretion of the Manufacturer, be subject to and decided by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association, currently in effect. Manufacturer shall have the right to select any recognized arbitration services company. Such arbitration shall be conducted in the Denver, Colorado Metropolitan Area as determined by the arbitration provider. Nothing herein shall preclude Manufacturer from electing to pursue legal remedies through a court of competent jurisdiction which the parties agree shall be limited to the federal or state district courts in the state of Colorado. A demand for arbitration shall be made by the Manufacturer within a reasonable time after the claim, dispute or other matter in question has arisen. Any award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- O. To the fullest extent permitted by law, Buyer shall indemnify and hold harmless the Manufacturer, Manufacturer's consultants, employees, officers, directors and shareholders from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from Buyer's construction or installation of the materials provided by Manufacturer.
- P. Nothing herein shall be construed to bind Manufacturer to any construction or other contract between the Buyer and the owner of the property upon which the materials are installed or constructed.
- Q. In the event the fabrication of the subject building cannot proceed within forty-five (45) days from the date of acceptance of the Manufacturer's building order, the building will be subject to re-pricing to include increased material or labor costs, if applicable, which the Buyer agrees to pay.
- R. Manufacturer reserves the right to change or modify the design and construction of Manufacturer's standard buildings from time to time and to substitute material equal to or superior to that originally specified.
- S. Any claims for shortages by Buyer must be made to Manufacturer within five (5) days after delivery, or such claims will be considered to have been waived by the Buyer and disallowed.
- T. Buyer represents and warrants that the materials to be provided by Manufacturer are commercial goods and are not being purchased by Buyer primarily for personal, family or household purposes.

The undersigned has read the above Warranty, Terms and Conditions of Sale and accepts them as part of this Agreement.

BUYER  
PLEASE SIGN BELOW

SIGNATURE

NAME (PLEASE PRINT)

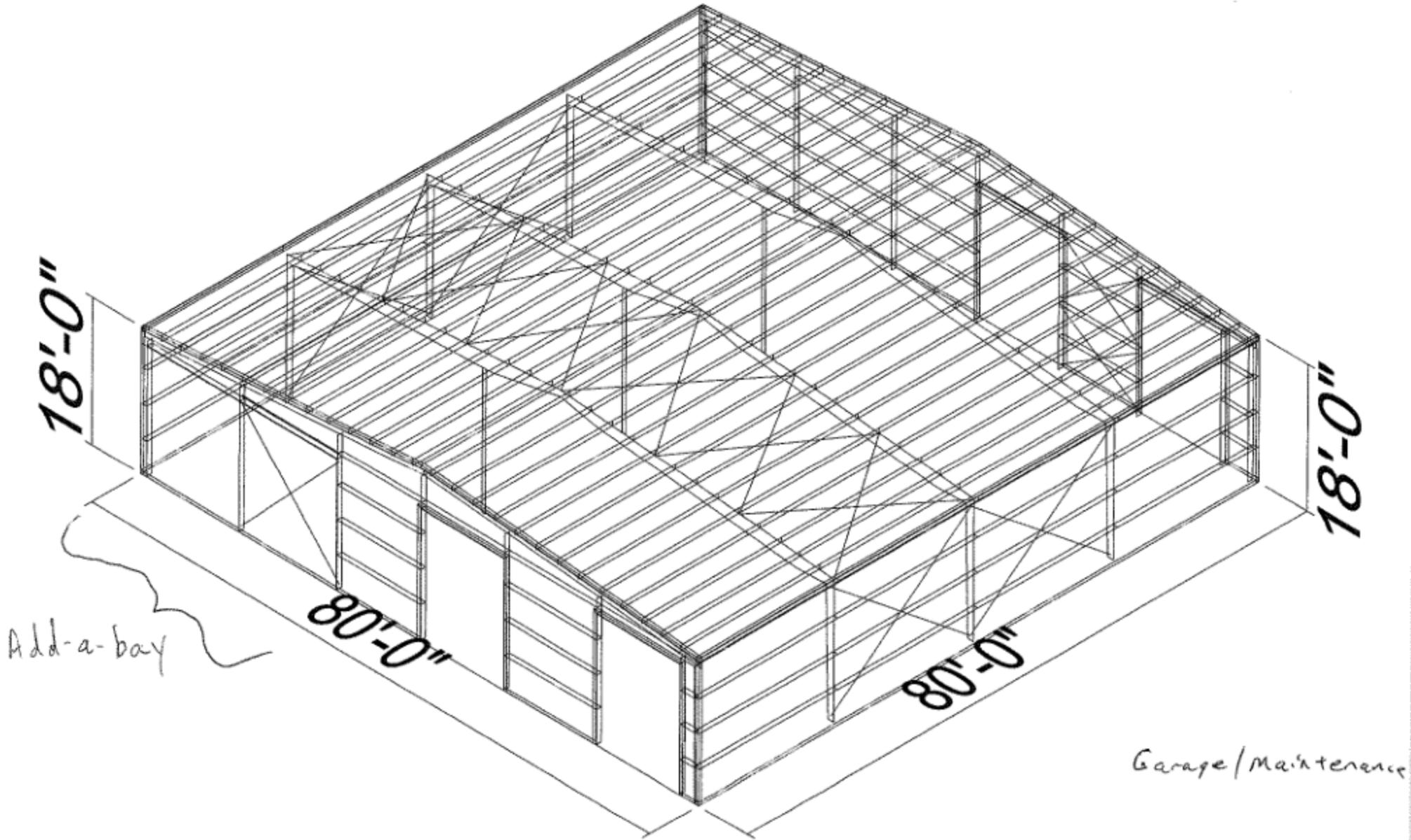
DATE

BRAEMAR BUILDING SYSTEMS INC.  
ACTING AT ITS HOME OFFICE IN DENVER,  
COLORADO, HEREBY ACCEPTS THE PURCHASER'S  
FOREGOING OFFER TO PURCHASE

SIGNATURE

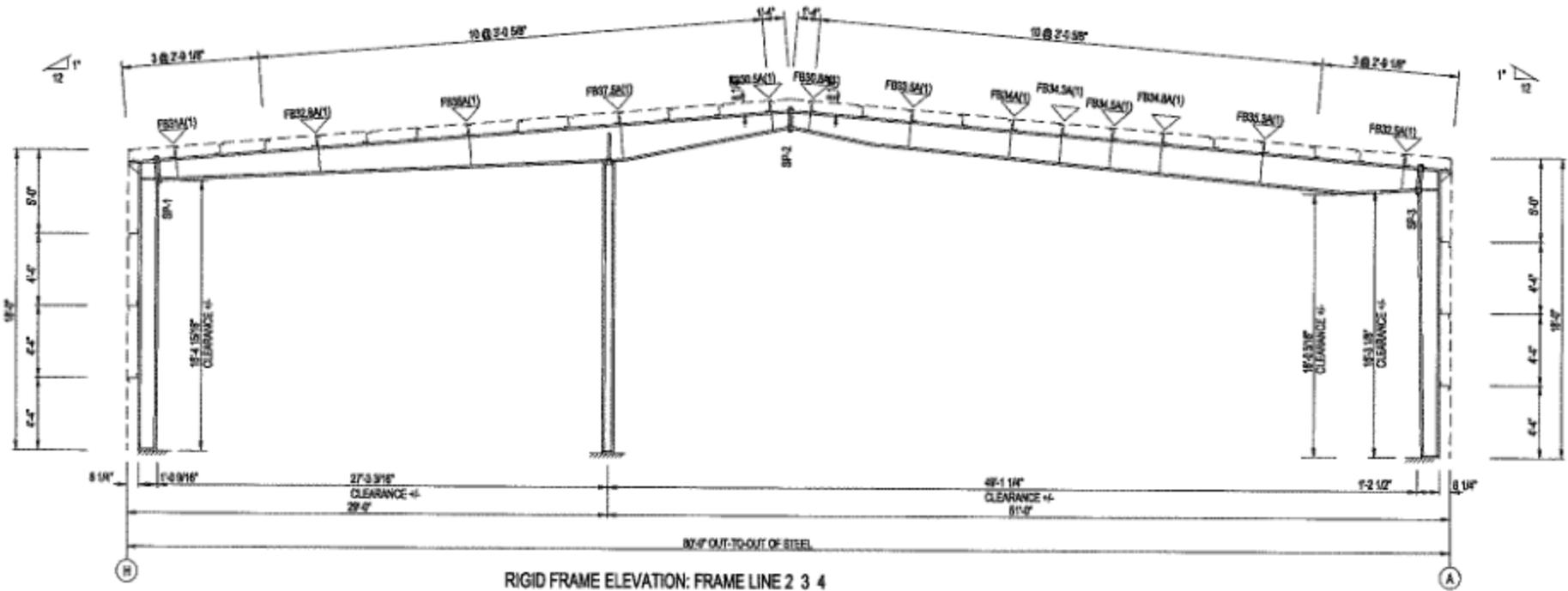
NAME (PLEASE PRINT)

DATE



SPICE PLATE & BOLT TABLE										CAP PLATE BOLTS					
Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length	Mark	Qty	Type	Dia	Length
SP-1	4	4	0	0	A325	3/4"	2 1/4"	6"	1/2"	1'-8 3/4"		4	A325	1/2"	1 3/4"
SP-2	4	4	0	0	A325	3/4"	2"	6"	3/8"	1'-4 3/4"					
SP-3	4	4	0	0	A325	3/4"	2 1/4"	6"	1/2"	1'-8 3/4"					

FLANGE BRACES: BOTH SIDES (UNLESS NOTED)  
 FB(1): or-length(n)  
 A-L202X140



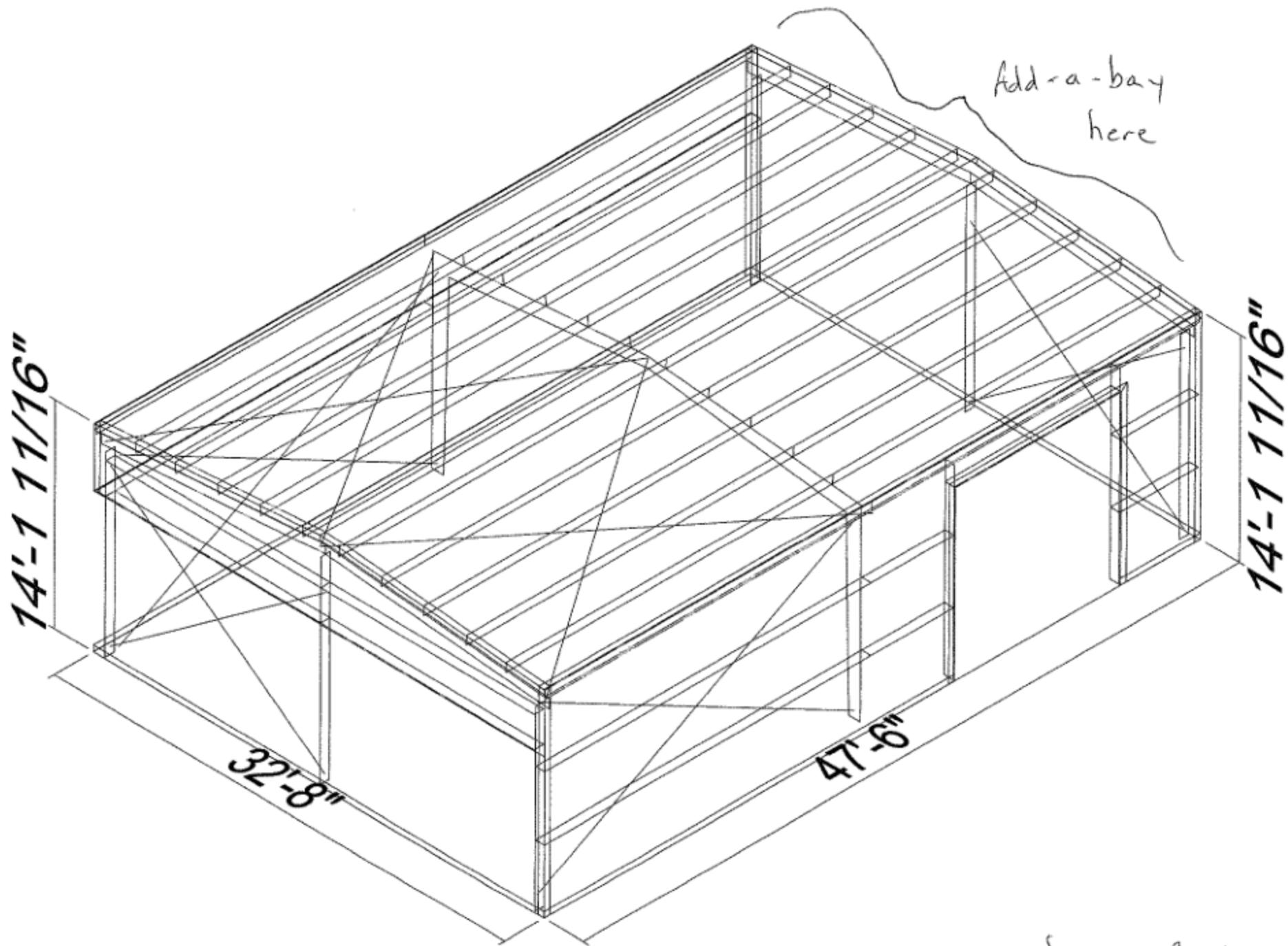
RIGID FRAME ELEVATION: FRAME LINE 2 3 4

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▲	
▲	ISSUED FOR APPROVAL
	1/5/16



895 WEST BIRYON AVE  
 ENGLEWOOD, CO. 80110  
 1-888-445-9902  
 2140 HALLOWAY ROAD S  
 YORK, ONTARIO N5A 5R0  
 1-888-262-5115

CUSTOMER	KZW SERVICES		
PROJECT	Garage / Maintenance Bldg		
LOCATION	Little St. James, U.S.V.I.		
DESIGNED BY	DATE	1/5/16	TYPE
CHECKED BY	DATE		SHEET
			E1



Service building  
Sheeting, trim, accessories

