

Terms and Conditions

Things you should know...

Our units are Risk Category I only. Risk Category II may be achieved at an additional cost depending on city & county regulations and requirements. Please inform your sales associate or consultant for a quote on achieving Risk Category II certification. It is the customer's responsibility to inform exactly what is the wind and snow certification needed for the unit to ensure, for permitting or city & county compliance, that the generic drawings meet such requirements or if a site specific plan is needed. Please inform installers of any underground cables, gas lines, or any other utility lines. If utilities are not marked, we will not be liable for the damage. Customer is responsible to inform the dealer of any county, city or state requirements to comply with local code for the unit and all the openings (doors, windows, rollup doors, etc.) NC Carports and Garages will not be responsible for any failed inspection and fees associated with that process. If a return or repair order is required to fix any issues due to this, a return trip fee as well as a labor fee will be charged and the customer will have to pay for such charges.

We will not be responsible for permits or restrictions. Lot must be level or unit, if it is installed, it will be "AS IS" on the lot. If the land is not level or additions are to be made to the carport, a minimum of \$100.00 service charge and any additional material costs will be added to the balance. NC Carports and Garages, LLC will not be responsible for refunds of the customers deposit collected by the dealer. NC Carports and Garages, LLC is not liable for any damages as a result of inclements weather beyond the scope of the certification included with certified units.

IF YOU ARE TAX EXEMPT, A TAX-EXEMPT CERTIFICATE MUST BE ATTACHED TO YOUR ORIGINAL ORDER(S). OTHERWISE, APPLICABLE TAX WILL BE ADDED. NO EXCEPTIONS. I have read the terms and conditions of this contract; by signing this contract, I agree to all conditions set forth herein and should I fail to make payment in full at time of delivery I understand and agree to allow NC Carports and Garages, LLC to pursue payment by legal action and/or pick up the unit, furthermore I will be liable for all applicable charges and fees associated with the initial setup and delivery as well as any legal fees incurred by NC Carports and Garages, LLC. Please keep the original invoice for legal matters. NC Carports and Garages, LLC reserves the right to cancel any order.

Notes:

Base rail on standard (12' - 24' wide) and triple wide (26' x 30' wide) units are 1' shorter than the roof length (i.e. 24'x21' will have a length on the ground of 20'. The width remains at 24' wide) on all 12' - 30' wide units. All Commercial units (32' x 70' wide) will be exactly the width and length.

Unit price does not include adding any sealant on, around or anywhere on or under the baserail. You may request this with your installer and they can choose to do it at a cost. This will be between the customer and installer not NC Carports and Garages.

If you need a site specific or special drawing for your building, there will be an additional charge. This charge is non-refundable and has to be paid up front (all card transactions are subject to a 2% service fee).

All commercial units will require a telescopic lift (32' - 70' wide)

All units 12' - 30' wide with legs over 14' will require a telescopic lift.

26-30 Wide units at 4/12, 5/12, & 6/12 pitch with legs 12' and over will require a telescopic lift provided by the customer. In some instances a labor charge can be added instead of the lift. Different factors will determine this such as the site, surface, perimeter of the build site, etc.

There is no refund on deposits on canceled orders unless it is canceled due to a refusal letter from the local county and it must be presented to process the refund.

No refunds on special orders.

Unit comes standard with galvanized screws. Color matching screws available as an upgrade at an additional cost.

The customer must be ready for installation within 180 days of the contract date to have the price guaranteed. If the customer is not ready within 180 days and there is a price increase, the customer agrees to pay the difference in price or modify the unit to fit the budget they may have. If an exception is made it will be noted under the notes section on the customer's contract.

Installers will need about 36" around the perimeter of the unit leveled to be able to erect it (use of ladders, etc.) unless additional machinery is needed for the installation then the clearance can increase (i.e. use of a telescopic lift or telehandler).

This unit is not airtight or light proof.

On units over 10k NC Carports and Garages will require, besides the down payment, 50% of the remaining balance prior scheduling the installation and the remaining 50% at the time of install (all credit card transactions other than the initial deposit will have a 2% service fee). The customer may also send a certified check for the ½ down payment, however the check must be received by NC Carports and Garages before the scheduling process moves forward.

Lead time starts once the customer sends site ready pictures (for all surfaces) and all permitting or requirements (if and when necessary) have been submitted to NC Carports and Garages LLC.

Colored roll up doors will have to be paid in full when the unit is ordered. No returns or refunds as they are ordered specially for each customer.

Limited Warranty Explanations

14 & 12 GAUGE - We offer a 20 year rust through warranty and a 1 year workmanship warranty

Environmental - This limited warranty does not apply in the following cases:

Reaction from chemical agents, fumes, liquids, or solids other than rain falling onto product under warranty

Contact with different soils, ashes, fertilizers or other moisture retaining substances

Failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product

Deterioration of the sheet caused by contact with green or wet timber or treated pine

Installations subject to unusually corrosive environments at any time in the future

Storm and tempest or other acts of God

Maintenance

The paint film surface must be washed annually by cleaning with mild detergent and clean neutral water. The paint film surface must not be cleaned with abrasives or chemical cleaners.

Any changes or alterations made to the unit once it is installed releases NC Carports and Garages from any responsibility on the unit such as but limited to the warranty and certification on the unit.

Rejection of Order and Cancellation of Contract.

Seller reserves the right, at any time before the installation of the unit, or any ½ down payments to confirm scheduled date, to reject this order or cancel this contract by notice in writing, email or telephone call to the buyer. If the materials have not been manufactured for the customer's unit, sellers reserve the right to refund any deposit received from the buyer. buyer agrees that such refund shall be buyer's exclusive remedy for such cancellation.

Legal Authority for Installation.

Before installation of the unit, buyer shall locate and mark any underground utilities and obtain every permit or other authorization required for the lawful erection of the unit on that certain site, designated by buyer upon the property specified on the face hereof if buyer fails. To obtain any such required permit or authorization: (i) such failure voids any and all warranties otherwise applicable to the unit, and (ii) buyer shall indemnify and hold seller harmless for all damages or costs, including attorney fees, which seller may incur as a result thereof seller will install the unit or the Site; BUT, if seller delivers the unassembled unit and installation is not completed due to buyer's breach of contract by failure to obtain any required permit or by any other failure to adequately prepare the site, seller may, in its sole discretion, terminate this contract and retain buyer's deposit as liquidated damage for buyer's breach.

Site Preparation.

Before delivery, buyer shall designate a site on the property identified as the location on the face hereof and prepare such site for installation of the unit, which preparation shall include making the site leveled and squared (where applicable), removing all electrical wire less than 15 feet above the intended height and perimeter of the unit, removing all underground utilities below the site, and any other improvement reasonably necessary. If the seller determines that the site is not prepared or suitable for installation, the seller may, at its option, terminate this contract or make such further improvements as may be reasonably necessary. If the seller makes further improvements to the site, the buyer agrees to pay the reasonable cost thereof upon completion. All units 12' - 30' that have side posts over 14' will require a telescopic forklift that the customer must provide. Such equipment has to be available to the installers when they get to the site. units over 30' wide will require such lift at all side heights, no exceptions. If a unit is delivered to the location and the installer is unable to erect the unit and has to bring it back to the manufacturing facility a restock fee will apply on standard units. If the unit is a custom unit the customer will be responsible to pay it in full and we will not return it to the manufacturing facility. We can drop it off on the customer site. Our pricing includes manufacturing, delivery and installation on leveled surfaces at ground level. If the unit goes on any type of surface above ground level a labor fee will be added for the installers. Customer is responsible to send pictures of such conditions to get a quote on labor cost. If the installers find out on site about it, they will let the customer know about the labor fee and the customer will pay them directly or call in to make that additional labor charge payment (credit card transactions other than the downpayment will have a 2% fee). NC Carports & Garages is not responsible for any cracks that may arise from drilling to secure your unit with the concrete anchors. Concrete, if done correctly and per engineered specs, is made to hold the anchors with no damage to the concrete. Installers must be able to access the work site with the truck and trailer, in the event that the material has to be carried, the installer will charge a labor charge that must be paid to the installer the day of install.

Scheduling Delivery and Installation.

After the order is received there will be a call to go over the order with the customer and another one to schedule the unit. The call to schedule installation is typically 3 to 5 days in advance of the installation date.

The scheduling department must speak with you to confirm the installation date. buyer may, by written notice received by seller not more than 7 days after seller's acceptance hereon, delay the delivery and installation for up to 6 months or longer with approval from a manager. In no event will the seller be liable for any damage or consequential damages resulting from any delay in delivery or installation of the unit.

The average wait time varies depending on the time of the year and weather. The highest lead time we have ranges between 10-12 weeks but it may be extended due to weather and/or unforeseen events. buyer agrees to allow for up to 3 re-schedules before exploring the possibility of a discount with the management team.

Day of Installation.

Because this is construction, we cannot provide a specific time when the crew will be at your location. We will be able to tell you if it will be in the A.M. or P.M. There are times when delivery will be early or late depending on the weather, travel/road conditions, or challenges at the previous locations. If for some reason the crew cannot install on the given day you will be rescheduled as a priority on the next available date.

Change Orders.

No change in the unit or its specifications is binding on the seller unless requested by the buyer's written change order and approved in writing by the seller. Any change requested by the buyer constitutes the buyer's consent to may result in changes in the Price.

Limited Warranty.

As to all units, seller warrants that its installation of the unit will be free of defects in workmanship. As to 12-gauge units and 12-gauge Certified units only, which may contain some 14-gauge non-load-bearing elements, seller warrants the framing elements and roofing material only against rust-through for twenty (20) years from installation, assuming normal user care and maintenance, excluding horizontal roofs longer than 31'. As to 12-gauge Certified units only, the seller warrants that, for twenty (20) years from installation, assuming normal user care and maintenance, the unit will withstand the wind and snow loads specified on the engineer-certified drawings of the unit furnished at the time of installation.

Any alteration or abuse of the unit shall void all such limited warranties. seller's LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT, AT seller's OPTION, OF THE unit. seller MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY STATED HEREIN. seller MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY OTHER PROPERTY.

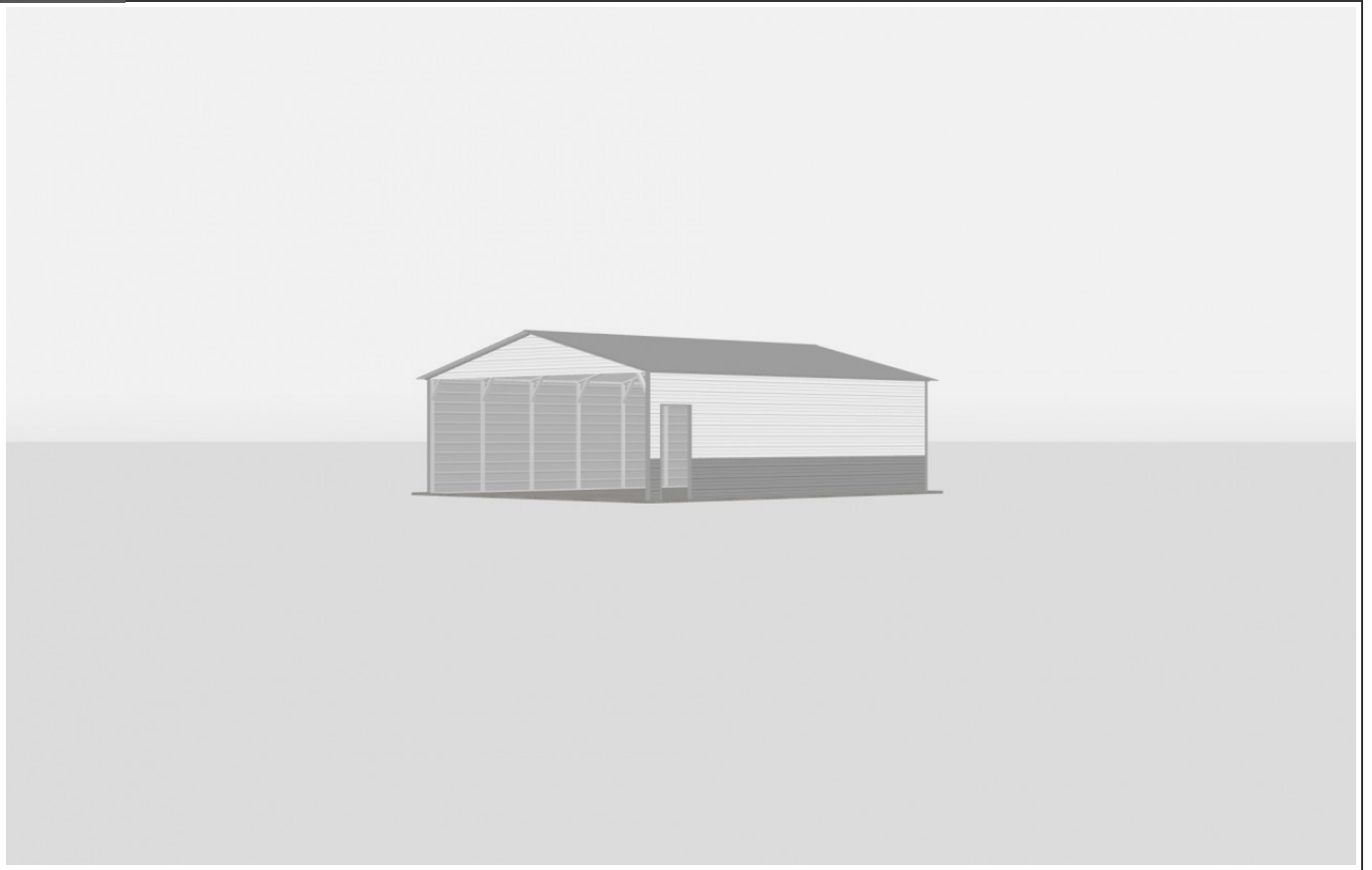
Payment Terms & Miscellaneous.

Buyer agrees to pay the price, including any increase for any Change to the Order, in full at the time of installation. If any payment tendered by the buyer is dishonored for any reason, the buyer agrees that the balance due shall after that bear interest at one and one-half percent (1.5%) per month on the retail price and any other applicable fees. If seller refers collection hereunder to any attorney, buyer agrees to pay seller's reasonable attorney fees and expenses. This Agreement is governed by the laws of North Carolina. No civil action or other legal proceeding arising under this Agreement or related to the unit shall be brought against the seller other than in a court of general jurisdiction in the State of North Carolina for more than one (1) year after the buyer knows or should have known of the basis of the claim. The term "buyer" includes persons named as such on the face hereof, their heirs, successors, and assignees, and shall include singular, masculine, feminine or neuter as required by the context. This Agreement, including only the face and reverse hereof and an engineer-certified drawing of the unit, if such drawing is furnished by seller, constitutes the complete agreement of the parties, and all prior descriptions, representations, negotiations or agreements are merged herein and superseded at this moment. buyer agrees to have the site ready within 6 months of the date on the contract to ensure no price changes. After 6 months if there is a price increase of materials, the customer will have to pay the current retail price of the unit. Limited time promotions or exceptions will not apply if the site is not ready within those 6 months. If the customer is not ready for installation within 12 months, neither Boss Buildings and/or NC Carports and Garages, will be obligated to return any funds, deposits or partial payments back to the customer.

CUSTOMER'S NAME _____

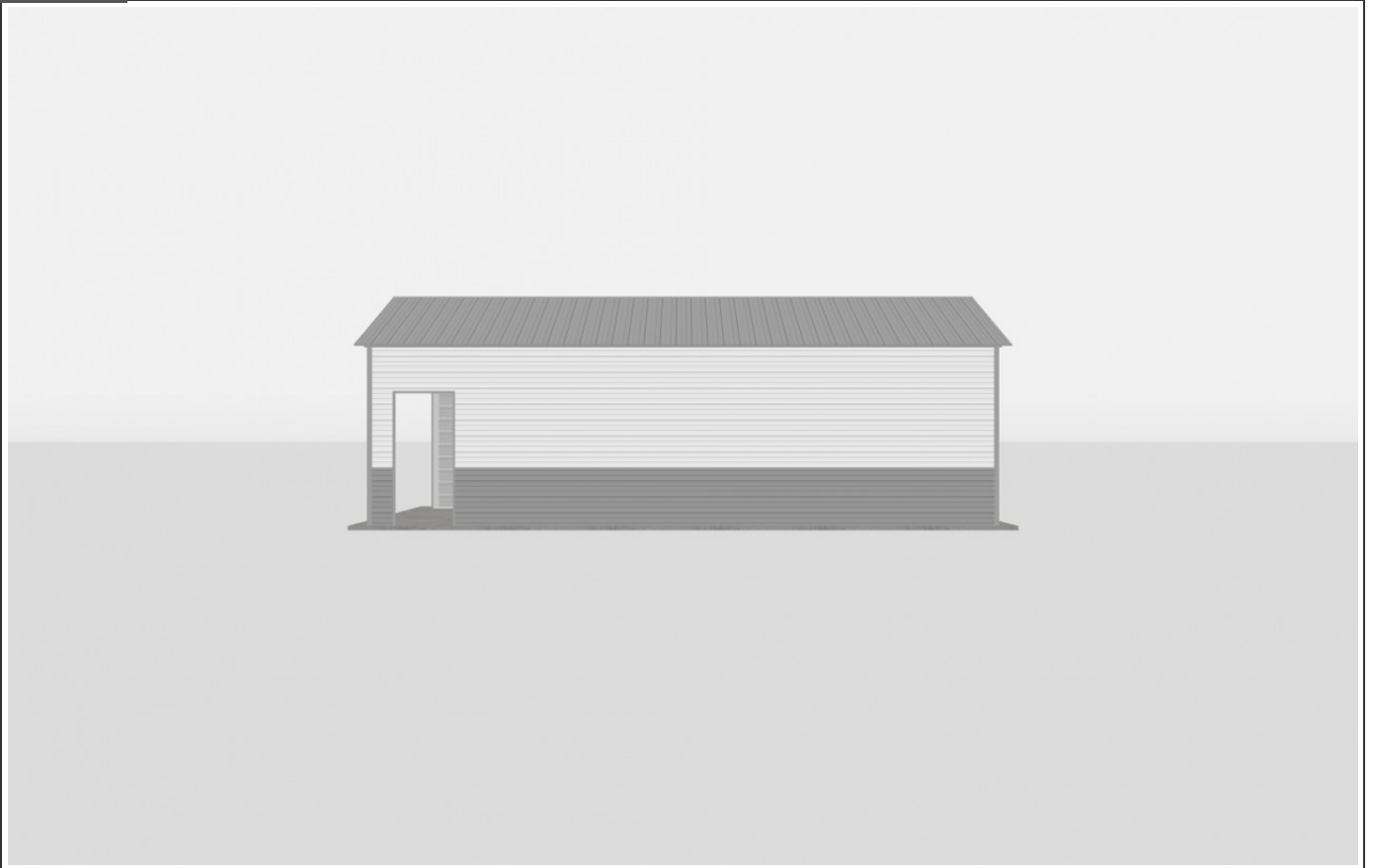
DATE _____

BUILDING VIEW



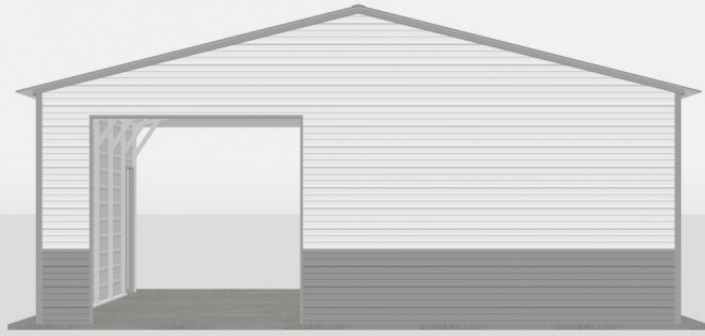
FRONT

BUILDING VIEW



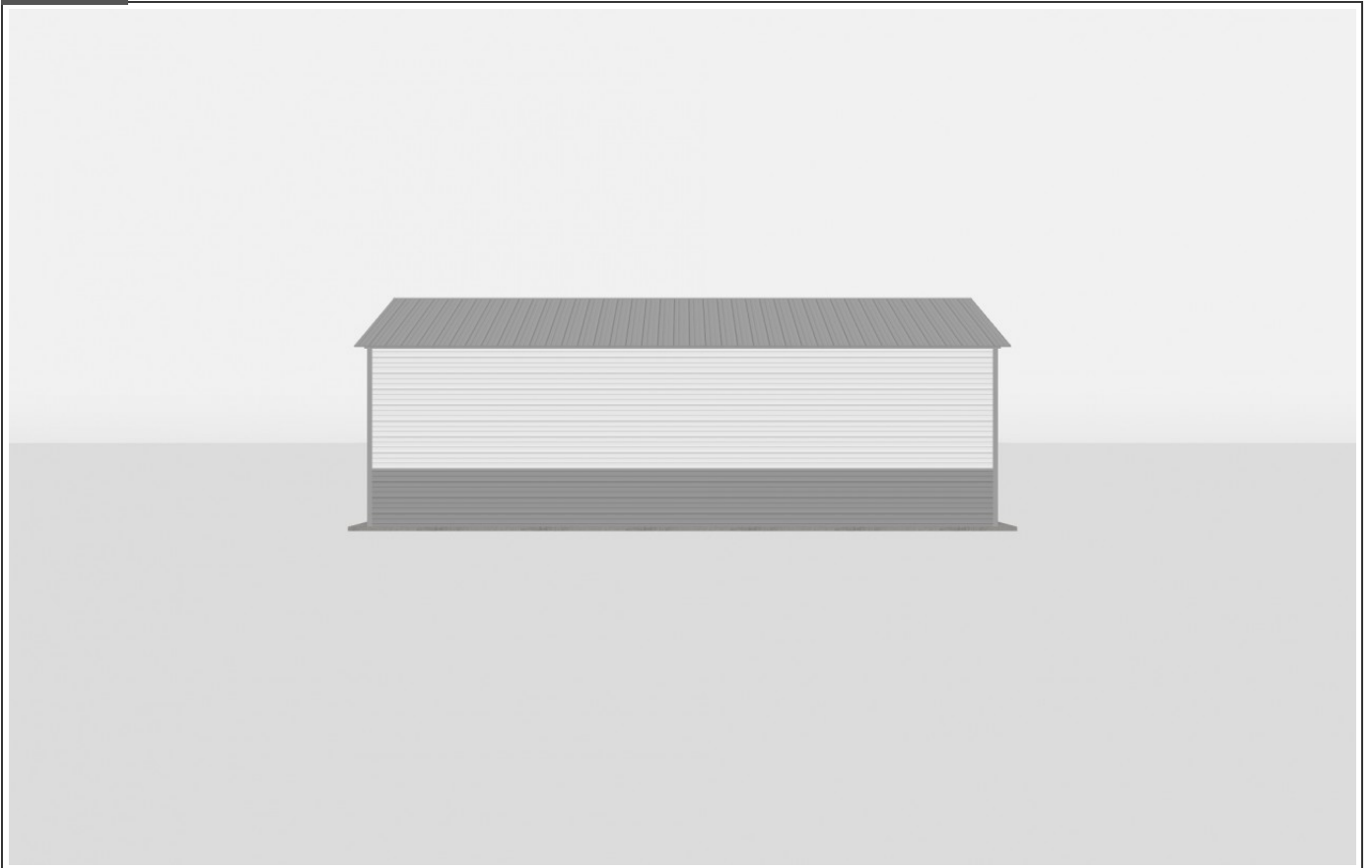
RIGHT

BUILDING VIEW

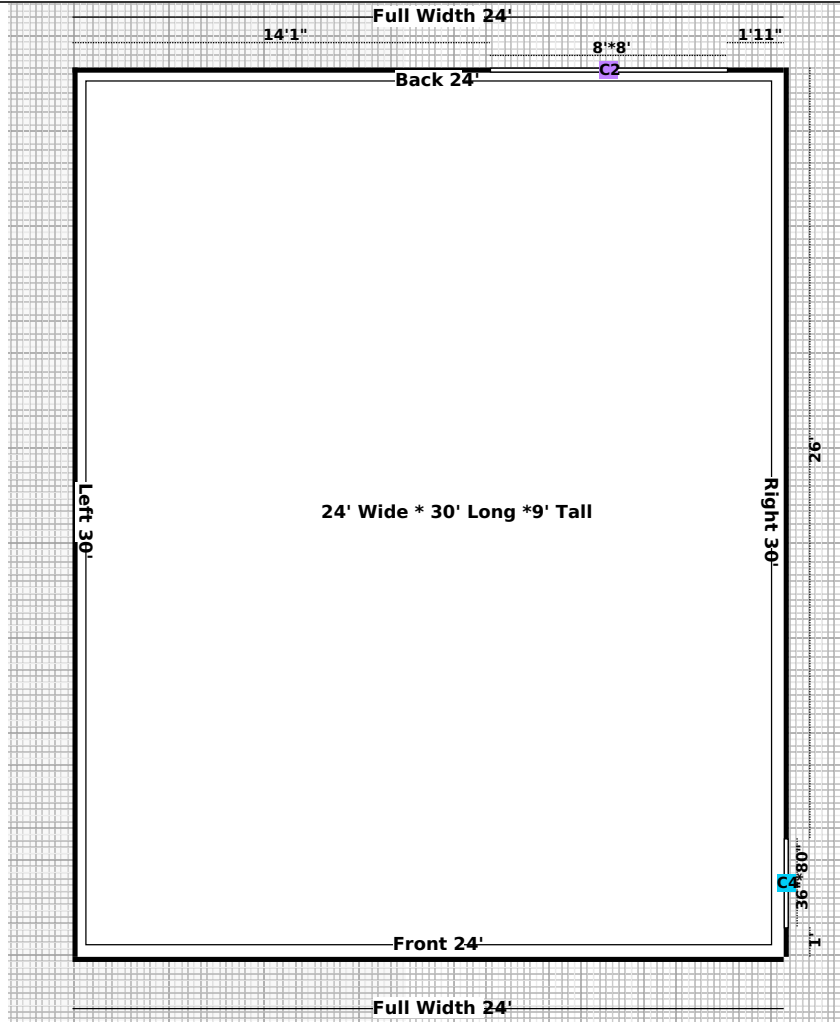


BACK

BUILDING VIEW



LEFT



LEGENDS

- C1 Garage Door
- C2 Garage Door Frameout
- C3 Walk in Door
- C4 Walk in Door Frameout
- C5 Windows
- C6 Windows Frameout
- C7 Open Wall
- C8 Close Wall
- C9 Distance
- C10 Storage Length (Utility)
- C Cupola