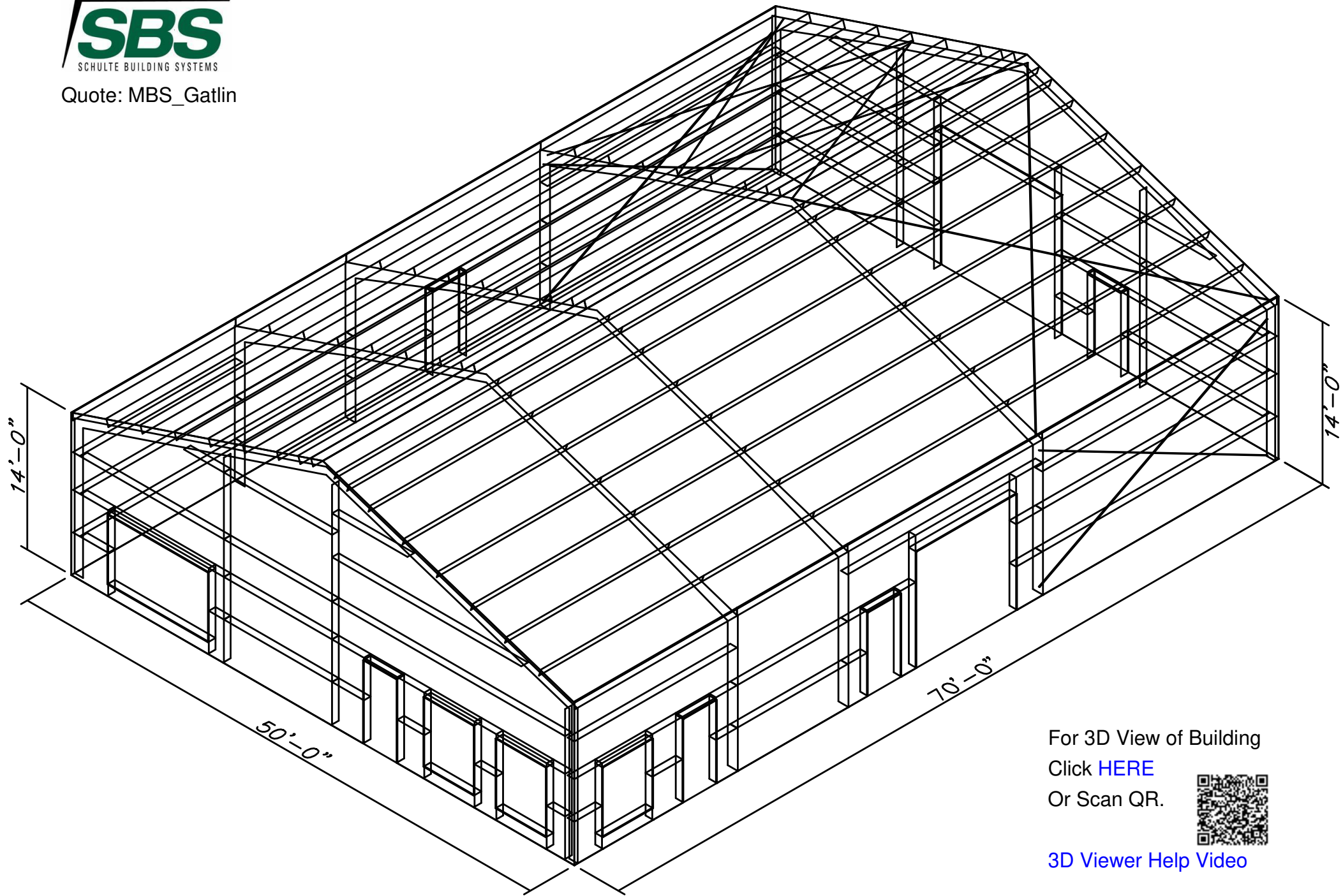




Quote: MBS\_Gatlin



For 3D View of Building  
Click [HERE](#)  
Or Scan QR.



[3D Viewer Help Video](#)



The Portion for Office Use Only	
Job Number	_____
Quote Number	MBS_Gatlin
Pricing Version	6.29.25-3.31.23
Type	JET-1
Location	_____
DM	Butch McKee
SSM	Glen Valladares

**Purchase Order**

This Order is for:  Approval  Permit  Production

**Customer Information**

Customer Number MBS100-MBS  
 Customer METAL BUILDING SUPPLY, LLC  
 Mailing Address 3521 HWY 43 NORTH  
 PICAYUNE, MS 39466  
 Physical Address 3521 HWY 43 NORTH  
 PICAYUNE, MS 39466  
 Attention SEAN GLASSCOCK  
 Phone (769) 242-2630  
 Fax ( ) -  
 Cell Phone (601) 916-4620  
 Email Address SEAN@METALBUILDINGSUPPLY.NET

**Drawings and Documentation**

1 Sets of Letter of Certification with Engineer's Seal  
 Sent to Customer By Email  
 1 Sets of Permit Drawings with Engineer's Seal  
 Sent to Customer By Email  
 1 Sets of Final Drawings  
 Sent to Customer By Email  
 1 Sets of Anchor Bolt Plans  
 Sent to Customer By Email  
 \_\_\_\_\_ Sets of \_\_\_\_\_  
 Sent to \_\_\_\_\_ By \_\_\_\_\_  
 \_\_\_\_\_ Sets of \_\_\_\_\_  
 Sent to \_\_\_\_\_ By \_\_\_\_\_

**End User Information**

Project Name Gatlin  
 MBMA User Code 4.G Residential  
 End User \_\_\_\_\_  
 Mailing Address \_\_\_\_\_

**Support Documents**

Type \_\_\_\_\_ Date \_\_\_\_\_  
 Notes \_\_\_\_\_  
 Type \_\_\_\_\_ Date \_\_\_\_\_  
 Notes \_\_\_\_\_  
 Type \_\_\_\_\_ Date \_\_\_\_\_  
 Notes \_\_\_\_\_  
 Type \_\_\_\_\_ Date \_\_\_\_\_  
 Notes \_\_\_\_\_  
 Type \_\_\_\_\_ Date \_\_\_\_\_  
 Notes \_\_\_\_\_

**Shipping Information**

Jobsite CARRIERE, MS 39426  
 County PEARL RIVER  
 Inside City Limits Yes  
 Jobsite Phone ( ) -  
 Ship From Hueytown, AL  
 Requested Date \_\_\_\_\_  
 Freight Notes 305 Miles  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Shipping Weight \_\_\_\_\_

### Building Description

Frame Type	<u>Gabled Building</u>				
Width	<u>50' - 0"</u>	Eave Height (Front SW)	<u>14' - 0"</u>	(High Side)	Roof Slope (Front SW) <u>4.0:12</u>
Length	<u>70' - 0"</u>	Eave Height (Back SW)	<u>14' - 0"</u>	(Low Side)	Roof Slope (Back SW) <u>4.0:12</u>
Distance to Ridge (From Back Sidewall)	<u>25' - 0"</u>				
Sidewall Bay Spacing (From Left Endwall)	<u>1 @ 16' - 3", 1 @ 11' - 0", 1 @ 19' - 4", 1 @ 23' - 5"</u>				
Left EW Bay Spacing (From Back Sidewall)	<u>1 @ 15' - 1", 1 @ 10' - 9", 1 @ 23' - 2", 1 @ 1' - 0"</u>				
Right EW Bay Spacing (From Front Sidewall)	<u>1 @ 13' - 0 1/2", 1 @ 24' - 2", 1 @ 12' - 9 1/2"</u>				

### Rigid Frame Information

Column Type	<u>Constant</u>	Rafter Type	<u>Per Design</u>	Frame Lines	<u>1</u>				
Hold Depth (Out to Out of Column)	<u>14"</u>	Hold Depth (Out to Out of Rafter)	<u>Per Design</u>	Base Elev. (Front)	<u>Fin. Floor</u>	Base Elev. (Back)	<u>Fin. Floor</u>	Base	<u>Pinned</u>
NOTE: For Hot Rolled Members, this dimension is +/- depending on beam designed.									
Interior Column Type	<u>None</u>	Base Elev.	<u>N/A</u>	Dist(s) From Back SW	<u>Not Applicable</u>			Base	<u>N/A</u>
Column Type	<u>Constant</u>	Rafter Type	<u>Per Design</u>	Frame Lines	<u>5</u>				
Hold Depth (Out to Out of Column)	<u>Per Design</u>	Hold Depth (Out to Out of Rafter)	<u>Per Design</u>	Base Elev. (Front)	<u>Fin. Floor</u>	Base Elev. (Back)	<u>Fin. Floor</u>	Base	<u>Pinned</u>
NOTE: For Hot Rolled Members, this dimension is +/- depending on beam designed.									
Interior Column Type	<u>None</u>	Base Elev.	<u>N/A</u>	Dist(s) From Back SW	<u>Not Applicable</u>			Base	<u>N/A</u>
Column Type	<u>Constant</u>	Rafter Type	<u>Per Design</u>	Frame Lines	<u>2, 3, 4</u>				
Hold Depth (Out to Out of Column)	<u>14"</u>	Hold Depth (Out to Out of Rafter)	<u>Per Design</u>	Base Elev. (Front)	<u>Fin. Floor</u>	Base Elev. (Back)	<u>Fin. Floor</u>	Base	<u>Pinned</u>
NOTE: For Hot Rolled Members, this dimension is +/- depending on beam designed.									
Interior Column Type	<u>None</u>	Base Elev.	<u>N/A</u>	Dist(s) From Back SW	<u>Not Applicable</u>			Base	<u>N/A</u>

### Codes and Loads

Building Code	<u>IBC 18</u>	Building Shell	<u>Enclosed</u>	Occupancy	<u>II - Normal</u>
Live Load	<u>20.00</u> psf	Tributary Reduction?	<u>Yes</u>	Collateral Load	<u>2.00</u> psf
Wind (3 sec gust)	<u>146 C</u> MPH	Wind Importance Factor	<u>1.00</u>	Wind Exposure	<u>C</u>
Ground Snow	<u>5.00</u>	Snow Importance Factor	<u>1.00</u>	Snow Exposure	<u>1.0000</u>
Roof Snow	<u>(If Required by Local Jurisdiction)</u>			Thermal Factor	<u>1.00</u>
Seismic Site Class	<u>d</u>	Seismic Importance Factor	<u>1.00</u>	Ss (Short Period)	<u>0.0960</u>
		Seismic Design Category	<u>B</u>	S1 (1 sec Accel)	<u>0.0609</u>
Rain Intensity	<u>10.00</u>	<input type="checkbox"/> Factory Mutual	FM Notes	<u></u>	

### Deflection Criteria

EW Column	EW Raft (Live)	Purlin (Live)	Wall Panel	Roof Pnl (Live)	Frame (Horz)	Frame (Seismic)	Bracing (Wind)
<u>120</u>	<u>180</u>	<u>150</u>	<u>90</u>	<u>180</u>	<u>75</u>	<u>50</u>	<u>75</u>
Wall Girt	EW Raft (Wind)	Purlin (Wind)	Partial Wall	Roof Pnl (Wind)	Frame (Vert)	Frame (Crane)	Bracing (Seismic)
<u>180</u>	<u>180</u>	<u>150</u>	<u>0</u>	<u>120</u>	<u>180</u>	<u>100</u>	<u>50</u>



**Additional Accessories**

Quantity	Description
1	GIRT WARNING REW APEX

## Coverings and Colors

Finish Warranty				Weather Tightness			
<input type="checkbox"/> Galvalume	<input type="checkbox"/> Silicone-Poly	<input type="checkbox"/> Kynar		Warranty Type	None		
	<input checked="" type="checkbox"/> UL-90						
Roof Panels	26 Ga. PBR	Color	Need Std. Color	Wall Panels	26 Ga. PBR	Color	Need Std. Color
Est. Sq. Ft.	3,689.32			Est. Sq. Ft.	3,776.67		
Fasteners	Long Life	Length	1 1/4"	Fasteners	Long Life	Length	1 1/4"
Insulation Type	Batten	By	Others	Insulation Type	Batten	By	Others
Ins. in Cavity	0.00	Over Purlin	3.00	Ins. in Cavity	0.00	Over Girt	3.00
Thermal Blocks		By	Others				
Mastic	Wide Tape					Downspouts	None
Trim Style	Shadow	Gutter Type	None	Gutter On FSW?	No	Qty. Front	0
Eave Trim	Simple	Gutter Size	Not Applicable	Gutter On BSW?	No	Qty. Back	0
SSR Clip Type	Not Applicable	SSR Seam Type	Not Applicable	(Seamer Rental Not Included. See Link on Website.)			
Base Member	Angle	Base Trim	None	Notch	Yes	Size	1.50
Wall Closures	Yes	Base Closures	Yes				
Primary Coating	Red Oxide	Secondary Coating	Red Oxide	Framed Openings	Red Oxide		

## Trim Colors

<input checked="" type="checkbox"/> 26 Ga.	<input type="checkbox"/> 24 Ga.
--	---------------------------------

Liner Trim: Not Applicable  
 Partition Trim: Not Applicable  
 Parapet Back Panel: Not Applicable  
 Parapet Cap Trim: Not Applicable  
 Corner Trim: Need Std. Color  
 Wainscot Corner Trim: Not Applicable  
 Transition Trim: Not Applicable  
 Jamb Trim: Need Std. Color  
 Jamb Cover Trim: Need Std. Color  
 Head Trim: Need Std. Color  
 Header Cover Trim: Need Std. Color  
 Downspouts: Not Applicable  
 Eave Gutter/Trim: Need Std. Color  
 Rake Trim: Need Std. Color  
 Base Trim: Not Applicable

## Notes

THIS QUOTATION IS NOT TO BE CONSTRUED AS BEING IN FULL COMPLIANCE WITH ANY PLANS OR SPECIFICATIONS. SBS STANDARD PRODUCT AND DETAILS ARE OFFERED IN ALL CASES UNLESS SPECIFICALLY STATED WITHIN THIS QUOTE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY BUILDING CODE AND ANY/ALL LOADS INCLUDING WIND EXPOSURE, WITH THE GOVERNING MUNICIPALITY OR ARCHITECT/ENGINEER OF RECORD FOR THE BUILDING SITE. IF THIS INFORMATION IS NOT PROVIDED TO SBS AT THE TIME OF THE INITIAL QUOTE AND A BUILDING CODE AND/OR LOAD CHANGE OR DESIGN CHANGE IS REQUIRED, THEN THE SBS QUOTED PRICE IS SUBJECT TO CHANGE.

1. GIRT AND PURLIN DEPTHS ARE NOT MBS DRIVEN. SBS IS TO OPTIMIZE GIRT AND PURLIN DEPTH.
2. A 4" SETBACK IS TO BE PROVIDED AT BOTH ENDWALLS.
3. STRAIGHT COLUMNS ARE TO BE PROVIDED WITH A MAX DEPTH OF 14" O/S TO O/S OF FLANGE.
4. GUTTER AND DOWNSPOUTS ARE NOT PROVIDED FOR THIS BUILDING.
5. 3" vinyl back insulation for roof and walls. Add to base bid: \$6,607.44

## Notes

## Remarks

### Topographical Information:

- |  |                              |  |
|--|------------------------------|--|
| Does this building lie on the upper half of a hill, ridge or escarpment?   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Is this hill, ridge or escarpment unobstructed in any direction by another similar topographical feature within a distance of 100 times its height?                            | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Does this hill, ridge or escarpment protrude above the height of any other topographical features within 2 miles by a distance at least twice the height of the lower feature? | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Does the average slope on the top half of the hill, ridge, or escarpment equal or exceed 11.3 Degrees?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Is the height of the hill, ridge or escarpment equal to or greater than 60 feet?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No            |

### Enclosure:

- |   |   |                             |
|---|---|-----------------------------|
| All framed openings enclosed with materials designed to resist building wind loads? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| All open areas enclosed with materials designed to resist building wind loads?      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

If project contains screw-down roof or wall panels, they may be up to 45' in length (at manufacturer's discretion) unless otherwise noted.

If project contains standing seam panels, they may be up to 55' in length (at manufacturer's discretion) unless otherwise noted.

SBS designs jambs and headers for framed openings only for the wind loads applied perpendicular to the wall.

Should additional forces on the framed openings be identified, SBS will provide supplemental materials at an increase to the contract amount.

Washers are NOT furnished for high-strength bolts unless otherwise noted.

Structural paint is intended as a primer. The primers supplied by the manufacturer are not intended to provide the uniformity of appearance of a finish coat or provide extended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, materials must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to paint performance. These conditions would include, but not be limited to, prolonged exposure to ultra-violet light resulting in possible fading and or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim for touch-up. Additional guidelines can be found in the MBMA Commentary, the AISC Code of Standard Practice and the manufacturer's Standard Specifications.

NOTICE: Uniform visual appearance of Galvalume Plus coated panels cannot be guaranteed. The Galvalume Plus coating is subject to variances in spangle from coil to coil which may result in a noticeable shade variation in installed panels. The Galvalume Plus coating is also subject to differential weathering after panel installation. Panels may appear to be different shades due to this weathering characteristic. If uniform visual appearance is required, Manufacturer recommends that pre-painted SMP or Kynar 500 panels be used in lieu of Galvalume Plus. Shade variations in panels manufactured from Galvalume Plus coated material do not diminish the structural integrity of the product. These shade variations should be anticipated and are not a cause for rejection.

## TERMS AND CONDITIONS FOR SALE OF GOODS

### ARTICLE 1: DEFINITIONS

- 1.1 "Building Order" or "Order" means each contract between Buyer and Seller defining the scope of work for the purchase of an engineered metal building system (including any plans, specifications, etc.) approved by Seller.
- 1.2 "Buyer" means the person or entity represented by the signature on the acceptance page hereof.
- 1.3 "Change Order" shall mean a written document signed by Buyer and accepted in writing by Seller that revises or modifies any "Order" (as defined herein) in any fashion.
- 1.4 "Delay" means (i) Buyer's failure to approve plans or take other action required hereunder within the time specified; or (ii) the postponement, delay, or extension of the time for fabrication or delivery of an Order as a result of any action or inaction by Buyer.
- 1.5 "Goods" means the materials, equipment, elements, parts, or chattels comprising a Building Order.
- 1.6 "Plans" means plans, drawings, schematics, and specifications which are prepared by Seller and approved by Buyer.
- 1.7 "Price" means the amount set forth on any Order, and shall include all additions or supplements thereto, together with amounts shown on any "Change Orders," and shall include all other amounts due, or to become due, to Seller under the terms of any Order or these terms and conditions.
- 1.8 "Seller" means Schulte Building Systems, Inc. 17600 Badtke Road, Hockley, Harris County, Texas

### ARTICLE 2: SALE OF GOODS

2.1 Buyer wishes to purchase, and Seller wishes to sell, Goods, all of which sales shall be pursuant to Building Orders executed by Buyer and Seller. Each Order becomes binding on full execution by the parties. Each Order executed by Buyer and Seller shall be subject to these terms and conditions which are incorporated therein by reference, and these terms and conditions shall govern such Orders, and any purchase order, Quote (as defined below) bid, invoice, statement, confirmation or acceptance between Seller and Buyer relating to such Order. All other terms and conditions found in, attached to, or purporting to govern any Order or any purchase order, Quote, bid, invoice, statement, confirmation or acceptance between Seller and Buyer relating to such Order are hereby refused and shall be null and void. Without limiting the foregoing, in the event that prior to (or without the) execution of an Order, Buyer and Seller exchange or provide proposals, Quotes, bids, confirmations, drawings or any other documents, and such documents are purportedly governed by terms and conditions other than these Terms and Conditions, these Terms and Conditions shall be considered to be a counteroffer, the acceptance of which is conditioned on acceptance by Buyer of these Terms and Conditions as exclusively governing such documents. In the event of any conflicts between these Terms and Conditions and any Order or any purchase order, bid, invoice, statement, confirmation or acceptance between Seller and Buyer relating to such Order, these Terms and Conditions shall exclusively govern.

### ARTICLE 3: DOCUMENTS

3.1 Buyer's orders for Goods shall be documented by a written Order, including attachments. Buyer's signature on the Order signifies that (1) Buyer has checked and verified the Order for accuracy, (2) Buyer agrees to complete accurately and to submit Seller's Job Site Information form when requested by Seller, (3) Buyer agrees to accept the Goods timely or at scheduled delivery, (4) Buyer agrees to pay the agreed price per the terms and conditions established by SBS Credit Department, and all other amounts which become due to Seller.

3.2 These Terms and Conditions together with the documents referred to in Section 3.1, represent the complete and exclusive statement of the agreement between the parties and may not be modified or supplemented by oral representations, Buyer's purchase order, or any other document submitted by Buyer, a course of performance, a course of dealing or in any other way. Any modification to these Terms and Conditions must be in writing and signed by an authorized officer of each party.

3.3 A electronically transmitted, signed copy of an Order, notice to proceed, these Terms and Conditions, or any other document or attachments relating to the Goods shall have the same force and effect as an original. These Terms and Conditions may be signed and delivered in one or more counterparts, each of which shall be deemed an original and all of which together will constitute the same instrument.

### ARTICLE 4: PRICES AND PAYMENT

4.1 The Price payable by Buyer for the Goods shall be as set forth on the Order. Unless otherwise noted on the Order, the Price does not include taxes, insurance charges, transportation, or storage charges, unloading of Goods at Buyer's job site, building permit costs or fees, charges for performance bonds, bid bonds or payment bonds or any charges arising out of Change Orders, all of which shall be the responsibility of Buyer. All prices are quoted net, F.O.B. Seller's plant, payable in United States Dollars at Seller's offices, in Hockley, Harris County, Texas, U.S.A. without offset or withholding of any kind. Prices advertised by Seller are subject to change without notice. All quotations are held firm for fifteen (15) days from issuance of the quotation. After fifteen (15) days, prices are subject to change without notice. If Seller's fabrication of an Order is delayed for any reason, including, but not limited to, the request of Buyer or Force Majeure, for a continuous period of thirty (30) calendar days or more, the Order shall be subject to re-pricing by Seller to reflect any increases in labor and/or material costs, which Buyer hereby agrees to pay. In addition, all prices, including those set forth in signed Order, are subject to change at any time prior to completion of manufacture, upon notice to Buyer, (a) in the event of raw material price increases by Seller's vendors, by an amount proportionate to such increases; and/or (b) in the event of increased transportation/import costs due to Force Majeure Events.

4.2 If Buyer fails to make any payment when due and owing; or a Delay occurs or Buyer is in default under, or commits a material or anticipatory breach of any Order, Seller's credit terms, or this agreement; or if Buyer becomes insolvent, or enters voluntary or involuntary bankruptcy or receivership, then Seller shall have the right (without prejudice to any other rights or remedies it may have hereunder or by operation of law) to terminate the affected Order, and Buyer shall be obligated to Seller for entire "Price" referred to in 1.7, plus any and all related costs and expenses incurred through the date of termination. In addition, in such event, Seller shall have the right to seek all remedies available, at law or in equity.

### ARTICLE 5: TAXES

5.1 Buyer shall be responsible for paying any and all taxes that may be imposed on any Orders by any taxing authorities unless, prior to shipment or pickup, Buyer provides Seller with (i) a valid sale or use tax exemption, (ii) a signed copy of their original resale certificate or (iii) written documentation of any other tax exemptions verifying tax exempt status. When invoicing Orders, Seller will use all available information to charge the appropriate tax in effect on shipment date as required by the various states. However, should a subsequent audit reveal that a different tax is due than Seller included in its invoice to Buyer, Buyer agrees to pay any additional tax due, and Seller agrees to refund any excess tax that was erroneously collected, each within ten (10) days of notice thereof.

### ARTICLE 6: CREDIT TERMS

6.1 Seller's Credit Department, at its sole discretion, shall have the right to approve and grant Buyer credit, set credit limits, set payment terms and increase, decrease, modify, or terminate Buyer's credit privileges and/or payment terms at any time, within the limits of applicable law. Seller does not intend to charge interest beyond that allowed by applicable law.

6.2 First time or occasional Buyers shall pay cash on delivery (C.O.D.) for the contract value of the Order, including applicable taxes and freight charges, on or before the date of delivery or, if Buyer is picking up the Goods, at the time Buyer picks up the order. Payment shall be made with cash or Cashier's Check payable to Schulte Building Systems. In some circumstances, at Seller's sole discretion, prior arrangements can be made through Seller's Credit Department to accept a personal or company check. Personal or company checks shall be verified with the Buyer's bank prior to shipment or pickup, which may delay fabrication time. Seller shall not be responsible for any delay on an order caused by the process of verifying checks.

6.3 Specially fabricated Orders may require up to a 50% deposit before fabrication can begin, at Seller's discretion.

6.4 Open account terms will be reviewed and established on an individual basis by the Seller's credit department.

6.5 Anything herein or in any Order or other documents to the contrary, notwithstanding, Seller shall have no obligations to fabricate or deliver any Order until its credit department has approved the Buyer's credit (including COD status) and Buyer has provided all information and documents and complied with all conditions required for such credit approval.

6.6 Terms of Payment are a deposit of 20% prepaid and the remaining balance due cash on delivery or COD by Cashier's Check unless otherwise approved by the Seller's Credit Department. Seller's Credit Department, at its sole discretion, shall have the right to approve and assign Buyer, payment terms, and credit limits, or modify the Buyer's credit privileges and/or payment terms at any time. If payment is made by credit card, Seller shall be entitled to charge Buyer a surcharge in an amount consistent with the fees and charges assessed to the Seller by a third-party presser and other related to acceptance of payment by credit card. Payments which are not paid promptly when due shall accrue late fees of one and one-half percent (1 1/2%) per month on the unpaid balances. Buyer will pay all of Seller's cost of collecting or securing any indebtedness due hereunder, include lien expenses, reasonable attorney's fees, and litigation expenses. No retainage by Purchases is permitted. Upon Seller having reasonable grounds for insecurity with respect to Buyer's performance, Seller may demand written assurance of performance. Until adequate assurance is received, Seller may suspend performance, including, without limitation, design, fabrication, or delivery of Products. Buyer shall provide adequate assurance within ten (10) days from Seller's demand. Without adequate assurance, acceptable to Seller, Seller shall also be authorized to modify terms of sales to prepaid or COD, in addition to any other rights or remedies provided by law. Seller's exercise of its rights to adequate assurance of performance shall not excuse Buyer's breach of this Agreement. Buyer shall pay Seller's cost of engineering work orders, purchase of out-sourced materials or services, processing, engineering, detailing, and producing all approval, permit, or similar erection drawings and details upon delivery of such drawings and receipt of Seller's invoice, which payment shall be credited to account to the purchase price.

### ARTICLE 7: ORDERS

7.1 Upon receipt of a purchase order, which is based off a Quote from Seller specifying the Price, fabrication, and delivery terms for the Order. When the purchase order has been signed by both the Buyers and Sellers authorized representative it will be submitted for processing and becomes binding, subject to these terms and conditions.

7.2 Production Orders: Projects that are marked "Production" on the purchase order will be scheduled with engineering, drafting, and fabrication. Seller will furnish erection drawings to Buyer specifying the arrangement of the items to be fabricated for the Order. Any changes by the Buyer that occur within that schedule will require a signed change order and will constitute a possible Delay. See Article 8.

7.3 Approval Orders: Projects that are marked "Approval" on the purchase order will only receive a partial schedule from the Buyer. Seller will work on the project up to providing an approval set of drawings to the Buyer. Seller will not schedule the project any further. Once said drawings have been approved for accuracy by the Buyer and given a Notice to Proceed (see 7.4 and 7.5), Seller will proceed on finalizing the Final Erection drawings specifying the arrangement of the items to be fabricated for the Order. Any changes from the original order documents are subject to a change order. See Article 8.

7.4 Even though drawings (see 7.3) have been approved by Buyer, Seller shall not be obligated to finalize the schedule which includes engineering, drafting and fabrication of the Order until Buyer has provided Seller with a notice to proceed (the "Notice to Proceed"), which may be in any form or transmitted by any media but shall direct Seller to finalize the schedule of the components of the Order. Upon receipt of a Notice to Proceed, Seller will furnish Buyer a schedule confirmation of the Order. Such confirmation shall be deemed final and binding upon both Seller and Buyer unless Buyer provides Seller written notice of objection to the confirmation within two (2) business days from the date of receipt of such confirmation.

7.5 Upon Buyer's Notice to Proceed, Buyer will confirm the following items (see i and ii). Buyer's failure to respond or object to Seller's confirmation shall constitute possible Delay, including project being put on hold:

(i) Buyer has the right to the immediate use, access, or ownership of the real property upon which the building described in the Order is to be constructed.

(ii) Buyer has obtained financing or has actual cash on hand sufficient to pay the full purchase price for the Order, and for the construction or erection of the building described therein on the real property, and will, upon request of Seller, provide written confirmation of same as a condition precedent to Seller commencing fabrication.

7.6 Upon receipt of the Final Anchor Bolt drawings and Final Erection drawings marked "For Construction" Buyer is responsible for the following:

(i) All permits and other governmental consents necessary for construction of the building described in the Order.

(ii) Foundation design.

(iii) The foundation and Anchor Bolt placement and/or other support structures and related facilities necessary for the construction or erection of the building described in the Order are in place and have been constructed in compliance with all drawings marked "For Construction" provided by Seller.

7.7 Once the Goods described in the Order have been sent to fabrication, Seller will provide written notice of that fact to Buyer which shall constitute a tender of delivery to Buyer. If Buyer does not accept delivery of the Order after such notice, Buyer will be responsible for paying reasonable storage fees to Seller until the Goods are accepted and delivered in full. Failure to take delivery of the material shall constitute a Delay as defined herein, Buyer shall be deemed to be in default hereunder and Seller shall have all the rights and remedies prescribed herein and under applicable law.

#### **ARTICLE 8: CHANGES, CANCELLATIONS OR DELAY**

8.1 All Goods shall be fabricated in accordance with Buyer's signed Order based on Seller's understanding of the specifications and data submitted by Buyer or based on drawings and specifications prepared by Seller and furnished to Buyer. Buyer shall be solely responsible for any ambiguity in such specifications and data submitted by Buyer. Buyer shall send any requests for additions, deletions, or other revisions to any Order to Seller, promptly and in writing, referencing the number of the Order to be changed. No Change Order shall be valid until it has been accepted by Seller's authorized agent in writing. If the requested changes result in pricing changes to the Order, Seller will produce a "Change Order" documenting such changes. The Buyer must sign and return the Change Order to the Seller for the change(s) to become legally binding and a valid part of any Order. Buyer agrees to pay for any Goods fabricated by the Seller on the Order prior to Seller signing the Change Order. Seller will not be responsible for any delay in fabrication or shipment caused by Change Orders.

8.2 Buyer may cancel any Order upon written notice to Seller and upon the payment by Buyer of Seller's cancellation charges, which shall include (i) all costs incurred by Seller in connection with the fabrication and storage of the Goods but unpaid at the time of cancellation, including, but not limited to, payment for any Goods fabricated prior to Seller processing the cancellation, and (ii) costs of preparation of details and drawings and (iii) a reasonable proportion of Seller's anticipated profit on the Order, as determined by Seller in its reasonable discretion. No cancellation is valid until approved and accepted in writing by Seller's authorized representative.

#### **ARTICLE 9: DEFAULT**

9.1 If Buyer fails to pay when due any amounts due under any Order or these Terms and Conditions, Seller may, at its option, do any one or more of the following: defer additional order acceptance, shipment or pickup; put Buyer's account on "Credit Hold" status; cancel or suspend any uncompleted balance of the Order; revoke or re-evaluate any open account credit approval previously granted to Buyer; and/or require 100% prepayment of any current or future Order. Seller shall not incur any liability for any effect on Buyer's credit rating or reputation if any of these steps are taken. A Buyer on Credit Hold will not be allowed to place, pick up, or ship any Order(s) until Credit Hold status has been removed by the Seller. Any Order in progress at the time an account is placed on Credit Hold status shall be delayed until this status is removed by the Seller. If any such delay continues beyond the period provided herein, Buyer shall be deemed to be in default hereunder. Seller will make a reasonable attempt to notify any Buyer who is placed on Credit Hold status, but Seller shall not be liable for any failure to send, or Buyer's failure to receive, such notice, nor shall the same result in a waiver of any of Seller's rights. Seller shall not be responsible for any delays, losses or consequential damages to Buyer or any other person or entity resulting from an account status change to Credit Hold.

9.2 All amounts not paid when due hereunder shall bear interest from the date they are due until paid at the highest rate permitted by law, and if collection of the account requires any legal counsel or procedures, Buyer agrees to pay reasonable attorneys' fees plus interest, costs and any damages as may be allowed by law. No failure of the Seller to exercise any right or remedy it may have to waive any of Seller's rights in case of any subsequent default.

9.3 Buyer grants and Seller retains a security interest in the Goods to secure payment of the purchase price therefore and all other charges due and owing to Seller. This security interest constitutes a 'purchase money security interest' pursuant to the Uniform Commercial Code and this document is a contract, security agreement and financing statement between Buyer and Seller. Upon Seller's request, Buyer will, at its sole cost, execute and file within 5 days, financing statements evidencing the security interest granted herein.

#### **ARTICLE 10: FORCE MAJEURE**

10.1 Seller shall not be liable to Buyer for any breach of these Terms and Conditions or an Order, including but not limited to any penalties, damages (whether liquidated or unliquidated), claims or any other losses occasioned by Seller's failure or delay in preparing Plans, making tender of a fabrication of any Order, if caused by events beyond Seller's reasonable control (a "Force Majeure Event"), including, but not limited to, fires, floods, storms, hurricanes, casualty losses, accidents, or other acts of God, pandemics or epidemics, strikes, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war, terrorism, sabotage, embargo, machinery break down, truck shortage or any transportation delay or difficulty, inability to obtain labor or raw materials, delayed direct shipment of Goods by third parties, Plan approvals which are not timely returned by Buyer, or any other act or omission of Buyer.

#### **ARTICLE 11: INDEMNITY AND LIMITATION**

11.1 Buyer hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective agents and employees from all claims, suits or proceedings based on a claim of personal injuries or death, property damage, product liability or any other liability of any kind under any legal theory of liability arising out of or attributable to (a) the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of the Goods, to the extent caused by Buyer's negligence or willful misconduct, or (b) Buyer's breach of these Terms and Conditions, the Order, or applicable laws.

11.2 Notwithstanding anything to the contrary herein or in any Order, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES of any kind or character, including, but not limited to, loss of use, loss of profit, loss of property, or loss of revenue, arising out of or relating to these Terms and Conditions and/or the Order.

11.3 Notwithstanding anything to the contrary herein or in any Order, THE TOTAL LIABILITY OF SELLER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THESE TERMS AND CONDITIONS OR ANY ORDER, INCLUDING BUT NOT LIMITED TO THE FABRICATION, TRANSPORTATION, DELIVERY, INSTALLATION, USE, OCCUPANCY, REPAIR, MAINTENANCE, OR REPLACEMENT OF ANY GOODS SOLD HEREUNDER, WILL NOT EXCEED THE PRICE OF THE GOODS AS SET FORTH IN THE APPLICABLE ORDER. To the greatest extent allowed under applicable law, Buyer waives all provisions and protections of the Texas Deceptive Trade Practices – Consumer Protection Act.

#### **ARTICLE 12: WARRANTIES**

12.1 Seller warrants to Buyer that its Goods will materially conform to Seller's specifications as set forth or referenced in the applicable Order and will be free of defects in workmanship for one (1) year from the date the Goods described in such Order are tendered for delivery. Notwithstanding the foregoing, Seller shall not be responsible for (and the warranty excludes) fabrication errors attributable to defective or erroneous fabrication drawings or details supplied by Buyer, or dimensions on any Plans that were confirmed or approved by Buyer. All warranty claims must be presented to Seller in writing within such one (1) year period, or else be waived. In the event of a timely warranty claim, (a) Buyer will afford Seller a reasonable opportunity to inspect the affected Goods and confirm the warranty breach; and (b) unless such claim is disputed by Seller, Seller shall, as its sole obligation and Buyer's sole remedy therefor, either issue a reasonable credit to Buyer, or promptly repair or replace the defective Goods (at Seller's option), provided that the cost of accessing and/or deinstalling the affected Goods (for inspection or for repair/replacement) and of reinstalling any replacement Goods shall be borne by Buyer, while the costs of transporting any such defective Goods to Seller's facility for repair, or transporting replacement Goods to Buyer, will be borne by Seller. Any Goods repaired under warranty, and any replacement Goods, shall only be warranted until the conclusion of the original warranty term of the affected Goods. Any replacement, repair or remedy of Goods by Buyer or a third party which has not been authorized by Seller in writing shall void any remaining warranty. Damages or defects caused by outside sources, including, but not limited to, improper handling during shipping, improper installation, improper storage or handling, misuse or abuse, lack of proper maintenance, or normal wear and tear are not covered under Seller's warranties, and Seller shall have no liability for any of the foregoing. With respect to goods or materials purchased from third parties, Seller provides no warranty or other obligations, but to the extent commercially practicable, Seller will assign to Buyer the right to enforce (along with Seller) all warranties and guarantees Seller received from the manufacturers and suppliers of such third-party goods. Buyer represents that none of the Goods are to be used in residential construction and agrees that Seller is not responsible or liable for any warranties or performance standards established by the Texas Residential Construction Commission (TRCC) or its enabling statutes, or any similar commission, statute, or regulation in any other state.

12.2 Buyer acknowledges that additional warranties are available at additional cost for external paneling, exterior sloped roof panels, vertical wall panels and roof weathertightness. The weathertightness warranty, available on TS-324 and the VS-216 standing seam roof systems must be requested and included in the Order by the Buyer and approved by Seller prior to order acceptance. In the event such additional warranties are purchased and/or granted, the terms, conditions and limitations thereof shall be expressly stated in the Warranty Certificates issued by Seller with respect thereto.

12.3 Seller shall have no liability (and Buyer hereby releases and indemnifies Seller for any liability) for the failure of Buyer, or its contractors or agents, to comply with any Plans, nor for any soil, soil compaction, subsoil, or other environmental conditions. Notwithstanding any provision to the contrary, Seller shall have no obligation to provide warranty remedies at any time during which Buyer has not paid Seller in full for all amounts due under any Order under any invoice, contract or agreement.

12.4 Seller's warranties (except roof weathertightness) are not transferable and not assignable beyond the original end use customer.

#### **ARTICLE 13: DELIVERY**

13.1 Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. All shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading. Failure by the Buyer to document shortages of the number of packages or damages on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage and/or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortages and/or damages. Loss of the Bill of Lading shall also waive any right to claim any shortage and/or damage.

13.2 Seller is not obligated to send Goods by overnight air freight, direct truck line, or other expedited method unless Buyer prepays for such services. Seller shall not be responsible for loss or damage to Goods that occur after tender for pick up or delivery. Seller shall have no obligation to remove or dismantle defective parts or to erect or install replacement parts. Back charges that are not accepted by Seller in writing shall have no effect and Buyer's account may be placed on immediate Credit Hold until resolution. Seller shall not be responsible or financially liable for delivery delays or any of Buyer's costs expended on remedies unauthorized by Seller, including, but not limited to, Buyer's erection crew expense or rental equipment costs or liquidated or consequential damages of any kind.

#### **ARTICLE 14: SPECIAL PICKUP OF GOODS**

14.1 With Seller's prior written consent, Buyer may decide to pick up Orders at Seller's plant. It is Buyer's responsibility to call ahead to confirm the loading schedule and that Buyer's order is complete and ready for loading. Seller's Shipping Department normally loads on a first-come, first-served basis, beginning at 6:00 a.m., Monday through Friday (excluding holidays and inventory days). Buyers picking up large orders (more than one truck load) are required to leave trailers to be loaded at least one day prior to pick up date and must be in Seller's plant no later than 12:00 p.m. Buyers picking up smaller orders (less than one truck load) must be in Seller's plant no later than 12:00 p.m. If Goods held at Buyer's request beyond the scheduled tender date and time they shall be at Buyer's risk and such event shall constitute a Delay. All C.O.D. Orders must be paid in full prior to loading.

14.2 Seller will load orders for pickup only under the conditions and limitations set forth herein. Buyer is responsible for sending suitable vehicles, capable of hauling the size and weight of the Buyer's Goods. Since Seller loads Goods with overhead cranes and forklifts, a flatbed trailer without side boards is most suitable. Seller cannot load open end, closed trailers, such as horse trailers or export containers, and shall not be responsible for any damages of any kind incurred during loading of inappropriate vehicles. SELLER IS NOT RESPONSIBLE OR FINANCIALLY LIABLE FOR ANY DELAYS OR DAMAGE CAUSED BY OTHERS LOADING AT SELLER'S PLANT.

14.3 Buyer shall be responsible for providing an appropriate method and materials for securing the Goods to the vehicle, and Buyer shall secure the loaded Goods. Seller shall not be responsible or liable for any damage or loss to Goods, vehicles, other property, or persons caused from unsecured or improperly secured Goods shifting or falling from Buyer's vehicle during transport or caused from Buyer rearranging or loading of additional materials not purchased from Seller. Buyer's vehicle or trailer must be completely empty prior to Buyer's Goods being loaded. Seller will not rearrange any preexisting materials on Buyer's vehicle and will not allow Buyer to offload or rearrange materials on Seller's premises. Seller will not block over any preexisting Buyer materials to load Buyer's Goods on top of such preexisting Buyer materials.

14.4 Partial Order pickups are not permitted except upon Seller's sole discretion. Partial pickups must be preapproved in writing, and such approval shall not release Buyer's financial obligation for any Order balance. In cases where partial pickups are part of a C.O.D. Order, payment for the entire order balance must be paid prior to initial pickup. Buyer shall be responsible for any additional freight charges resulting from multiple pickups.

14.5 Buyer agrees that Buyer's loaded vehicle will promptly exit the Seller's plant through the security gate. Buyer will allow Seller's Security Officer to inspect and videotape the load before tarpaulins are placed over any Goods.

#### **ARTICLE 15: ARBITRATION**

15.1 Any controversy, dispute or claim arising in connection with any Goods, any Order, any Plans, these Terms and Conditions, or other documents or transactions to which these Terms and Conditions apply, or any other dispute of any kind or character arising between Seller and Buyer, or any other owner, user or Buyer of any of the Goods, including disputes as to the validity and interpretation of this arbitration clause, shall be submitted to binding arbitration before the American Arbitration Association in accordance with its rules for commercial arbitration. Any such arbitration shall occur in Houston, Texas.

#### **ARTICLE 16: NOTICES**

16.1 Notices to Seller in connection with the fabrication or delivery of any Order, or the approval of Plans may be sent by email provided, however, that such notices shall only be effective when, and if, receipt thereof is acknowledged by Seller in the form of a subsequent email.

16.2 All other notices, demands and other communications permitted or required hereunder shall be in writing, shall be given either by personal delivery, or by certified mail, return receipt requested, and shall be deemed to have been given or made when personally delivered, or the next business day after delivery or attempted delivery as evidenced by return receipt, addressed to the respective parties at the addresses shown on the front of the Order. Neither these Terms and Conditions nor the Order, nor the rights and obligations hereunder, shall be assignable by any party hereto without the prior written consent of the other party.

#### **ARTICLE 17: MISCELLANEOUS**

17.1 THE LAWS OF THE STATE OF TEXAS SHALL CONTROL THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THESE TERMS AND CONDITIONS, EXCLUDING ANY CONFLICTS OF LAWS PRINCIPLES WHICH WOULD DIRECT THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION TO APPLY. All the obligations performable, and all amounts payable, in connection with any Order, or under these Terms and Conditions, shall be payable and performable at Seller's offices in Hockley, Harris County, Texas. If Buyer is located in Louisiana, the parties agree to waive the provisions of Section 9:2779 of the Louisiana Revised Statutes as it relates to the forum and choice of law for any Orders. If any term or provision of these Terms and Conditions is found to be unenforceable, such term or provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions shall remain in full force and effect.

#### **ARTICLE 18: WAIVER OF CONSUMER RIGHTS**

18.1 Buyer hereby waives its rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney selected by Buyer, Buyer voluntarily consents to this waiver.

**Building Price**

The Terms and Conditions governing this contract are those contained in the section entitled `Terms and Conditions for Sale of Goods`. The parties hereto acknowledge and agree that Schulte Building Systems is only required to furnish materials in accordance with this purchase order and the reference terms and conditions as noted on the previous pages.

**The Official Date of this Quote is:** 08/13/2025  
**This Price is Valid Thru:** 08/28/2025  
**This Job Must Be Shipped By:** 12/31/2025

Customer acknowledges that material costs for buy-out items may need to be adjusted at any time from quote stage thru delivery to jobsite. These items include but are not limited to joists (floor or roof), decking, crane rails, insulated panels, insulation, hot dipped galvanizing, roof curbs, special panels, hangar door electric operators, anchor rods, special color coils and metal studs or hat channels. The manufacturer reserves the right to pass on these adjusted costs to the customer.

Selling Price	\$	49,716.00
Weather Tightness Warranty (If Applicable)	\$	0.00
Other	\$	
Special Accessories	\$	
	\$	49,716.00
Estimated Freight Non-Taxable	\$	1,500.00
Tax ( 0 %)	\$	3,585.12
<b>Contract Total</b>	<b>\$</b>	<b>54,801.12</b>

**\*\*Freight rate shown is an estimated freight rate. Final charges will be based on rates in effect at the time of shipment.\*\***

Freight and tax are subject to final approval by the SCHULTE BUILDING SYSTEMS Contracts Department.

TERMS OF PAYMENT: With payment to be made in Hockley, Harris County Texas in accordance with the terms to be established at the sole discretion of SCHULTE BUILDING SYSTEMS Credit Department.

**THIS CONTRACT IS NOT VALID UNLESS SIGNED AND ACCEPTED BY A REPRESENTATIVE OF SCHULTE BUILDING SYSTEMS.**

**BUYER'S/ CUSTOMER'S ACCEPTANCE OF PURCHASE ORDER**

The prices and conditions are satisfactory and are hereby accepted, subject to the terms and conditions set forth above. You are authorized to do the work as specified. Payment will be made as outlined above.

BUYER: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

SELLER: \_\_\_\_\_  
 Metal Building Supply LLC  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Facsimile Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SIGNED ORIGINAL OF THESE TERMS AND CONDITIONS MUST BE RETURNED TO SELLER PRIOR TO ANY ORDER PLACEMENT.**