

PURCHASE

**INVOICE #****4A-19121****Order Type****New Build Sale****Date****07/27/2024****Agent****Jason Forehand**

Invoice from:

Heritage Building Company, Caleb Mills LLC
114 N Center St
Statesville, NC 28677
(704) 431-4494

Ship to:

**110 Sorrel Dr
Franklinton, NC 27525
(860) 334-0633
cdmills34@yahoo.com**

Dealer:

**True Craft Buildings and Sheds -
Franklinton, NC
3453 US Hwy 1
Franklinton, NC 27525
(919) 614-1925**

Description	Quantity	Total
Lofted Barn (SMR-Z6) 12x20		
Serial Number SMR-Z6-LB-1220-072724-054201		
Siding: Paint - Siding Color - Cape Cod Gray, Trim: Paint - Siding Color - White, Roof: Shingles (Add Upcharge) - Charcoal (Black)	1	\$6,865.00
1" Foam Insulation - Closed Cell (Walls & Ceiling) (\$9 / square foot)	1	\$2,160.00
2x3 Single Pane (White Grid)	2	\$220.00
3% Military, Police, Fire, First Responder Co-Op (-3% of base cost)	1	-\$205.95
3x3 Single Pane (White Grid)	1	\$135.00
5% - June/July 24 Sale (-5% of base cost)	1	-\$343.25
6x6 Rampage Door	1	\$950.00
9-Lite Left Hand/In (Not available on Garden Shed or Lofted Buildings)	1	\$430.00
Electrical Package - Utility	1	\$525.00
Shingle Roof (10% of base cost)	1	\$686.50

A 3% non-refundable fee applies to all credit card transactions.

From April 1, 2024 through December 31, 2024, Stor-Mor will donate \$10 of the purchase price of each new Stor-Mor or Heritage portable building to St. Jude Children's Research Hospital® to support its mission: Finding cures. Saving children.®

Heritage Building Company LLC and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department or Homeowners Association. It is up to the customer to decide whether ground conditions are suitable for delivery. Heritage Building Company, LLC and team members will NOT be held responsible for any property damage such as yards, driveways, low hanging wires, septic tanks, landscape damage, or anything else on said property. 12' wide units are measured eave to eave for delivery purposes. Delivery and setup include ONE TRIP. Additional trips may incur CHARGES to the customer. It is ideal to install a building on a prepared site, such as level gravel or concrete pad. If a prepared site is not available, you can provide concrete blocks and wood shims, or we can provide them at \$5.00 dollars each per block and \$5.00 for wood shims which is due at the time of delivery. THE REMAINING BALANCE OF A CASH SALE IS DUE UPON DELIVERY. **For full delivery and refund details refer to Terms and Conditions page. I, Caleb Mills, the customer, have read the disclosure, Terms And Conditions Of Sale, and fully accept the terms provided therein.

Subtotal	\$11,422.30
Taxes	\$771.01
Delivery	FREE

Total \$12,193.31**Amount PAID \$6,097.00**
on 07/29/2024 via Credit**Amount PAID \$6,096.31**
on 09/23/2024 via Credit card**Remaining Balance \$0.00**

07/27/2024

Sign

Date

TERMS AND CONDITIONS OF SALE

Controlling Terms and Conditions.

These terms and conditions of sale of Heritage Building Company, LLC ("Seller") and any attachments hereto take precedence over any additional or different terms and conditions, if any, of the purchaser Caleb Mills ("Purchaser"), to which notice of objection is hereby given. Seller's acceptance of this order is expressly conditioned upon Purchaser's acceptance of these terms and conditions. These terms and conditions, together with any other written agreement directly related to this transaction, will constitute the entire agreement between the parties with respect to the portable building(s) sold hereunder. Heritage Building Company LLC and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department or Homeowners Association. It is up to the customer to decide whether ground conditions are suitable for delivery. Heritage Building Company, LLC and team members will NOT be held responsible for any property damage such as yards, driveways, low hanging wires, septic tanks, landscape damage, or anything else on said property. 12' wide units are measured eave to eave for delivery purposes. Measurements may vary on all sizes. Delivery and setup include ONE TRIP. Additional trips may incur CHARGES to the customer. It is ideal to install a building on a prepared site, such as level gravel or concrete pad. If a prepared site is not available, you can provide concrete blocks and wood shims, or we can provide them at \$5.00 dollars each per block and \$5.00 for wood shims which is due at the time of delivery. Heritage Building Company LLC and team members will level up to 36 inches high depending on the grade of the individual site. Leveling will start at the LOWEST CORNER sitting on a 2" or 4" concrete cap block. If a building is requested to be blocked higher than the aforementioned leveling process would render it, additional costs will apply and must be paid to delivery personnel PRIOR to leveling the building. If any unit is set above 36 inches high, it will automatically void the warranty. Delivery personnel have the right to refuse installment of any building if it is determined unsafe or inaccessible. Install does not include ground anchors or ramps unless specifically purchased. Delivery included with purchase, first 30 miles from the lot thereafter \$6.00 per mile for up to 12' wide units, and 14' wide and up are at \$9.00 per mile and are paid to the driver in CASH upon delivery. If the sale is canceled on a Rent-To-Own contract, ANY payments, deposits or fees may be NON-REFUNDABLE. If the sale is canceled on a cash sale, there will be a restocking fee of up to 20% of the retail cost. THE REMAINING BALANCE OF A CASH SALE IS DUE UPON DELIVERY. I, Caleb Mills, the customer, have read the disclosure, Terms And Conditions Of Sale, and fully accept the terms provided therein.

Unforeseen Circumstances. In the event that product availability changes due to covid-19, HBC reserves the right to use a new material that may not be standard. For Example, flooring may not appear the same but will still be 3/4" flooring. All warranties will still be honored, both HBC craftsmanship and product warranties.

Building Measurements. All 8', 10', and 14' wide buildings are measured from wall to wall. Due to hauling restrictions, 12' and 16' wide buildings are measured from eave to eave.

Modification or Relocation of Building. Any building that is currently or is to be out on a rent to own contract is NOT to be altered or modified in any way until the building is paid in full, nor under any circumstance can it be relocated. You must first contact the rental company to schedule a move. Any building that is moved to a different location without the consent of the rent to own contract holder will be considered stolen and the culprit WILL be prosecuted to the full extent of the law.

Not for Re-Sale or Human Occupancy. Release & Indemnification. Purchaser acknowledges that the portable building(s) sold hereunder may not be re-sold in a retail manner, and are NOT DESIGNED OR SUITABLE FOR HUMAN OCCUPANCY OR HABITATION. Accordingly, Purchaser hereby releases and forever discharges Seller, and will indemnify, defend and hold Seller harmless, to the maximum extent permitted by law, from and against any claims, liability, expenses, regulatory or administrative actions, injunctions, damages, or cost of any kind, including without limitation reasonable attorney fees, arising from or in connection with (i) the purchaser's sale or transfer of any portable building(s) to any other person or entity, (ii) the human occupancy or portable building(s) sold hereunder, (iii) the modification of any portable building(s) in any manner that results in the square footage of any portable buildings exceeding 400 square feet, or (iv) the placement of any such portable building(s) within three feet of any other structure or property line.

Compliance with Laws. Purchaser hereby represents and warrants to Seller that Purchaser has complied, and Purchaser's use and placement of the portable building(s) sold hereunder will comply, with all federal, state and local laws and regulations, including without limitation local zoning codes, setbacks, covenants, permits and land use regulations, Seller does not represent that the portable building(s) sold hereunder are approved for use or placement in any specific location. Purchaser is responsible for determining whether the portable building(s) may be used or placed in any specific location or for any particular purpose, and purchaser's inability to use or place the portable building(s) sold hereunder in any specific location or manner.

Risk Of Loss will pass to purchaser upon delivery. Seller will attempt to deliver the portable building(s) sold hereunder one time at (i) no additional charge for deliveries within 30 odometer miles of the location of purchase, (ii) at an additional, one way charge of \$3.00 per mile for every additional odometer mile beyond the first 50. Delivery means transport of the portable building(s) to purchasers specified destination and release of portable building(s) on to a reasonably level, location that is service accessible by truck with adequate clearance for the portable building(s), and leveling the portable building(s) with treated wood blocks or suitable concrete blocks to be provided by Purchaser. Unless otherwise confirmed in writing by Seller, adequate clearance requires, at a minimum (i) three feet of clearance from any other structure or any property line on any side of portable building(s) as they will be delivered, and (ii) overhead clearance equal to the height of the portable building(s) plus four feet. Seller or Seller's delivery personnel, in its or their sole discretion will determine whether there is adequate access and clearance to Purchaser's proposed delivery sight and whether the surface is sufficiently level and suitable to support the portable building(s) sold here-under. If seller determines for any reason that the delivery cannot be completed, purchaser and seller will arrange for a second delivery attempt at an additional, one way charge of \$3.00 per mile for every odometer mile from the location of purchase. Purchaser releases and forever discharges Seller from any liability resulting from any damage to Purchaser's property incurred during delivery. Attempt, including without limitation damage to damages to person or property, loss of use, loss of time, inconvenience, equipment rental, loss of earnings or profits or any commercial loss relating to yards or driveways. Limitation of liability, Seller will not be liable for punitive, incidental or consequential Purchaser's order. The remedies of Purchaser as set forth herein are exclusive. The liability of Seller with respect to the sale and delivery of any portable building(s) under this order, whether in contract, in tort, under any warranty or otherwise, will not exceed the difference between the price of the portable building(s) as specified on the first page of this order and the value of the portable building(s) as delivered by seller. Additionally, Seller will not be liable for any loss or damage of any kind arising from delay or inability to delivery beyond Seller's reasonable control, or from improper maintenance, alteration or misuse of the portable building(s)

Cancellation, Partial Refund/Restocking Fee. Processed orders for standard portable building(s) may be canceled by the Purchaser at any time before delivery. If the Purchaser cancels such an order, Heritage Building Company, ("Seller"), has the option to charge the Purchaser a processing/restocking/cancellation fee based upon the following conditions:

Processed: Not in Building Status or an Off Lot Sale: A \$200 processing fee will be charged on all cash orders and the lesser of \$200 or the first month's rent on all RTO orders. Anything over the \$200 will be refunded to the Purchaser.

Processed: In Building Status: For all cash sales, a restocking fee of up to a maximum of 20% of the sub total of the order will be charged on all orders that are canceled after production has started. The fee will be based upon the stage of completion, the level of customization, and the salability of the building. Anything over the restocking fee will be refunded to the Purchaser. For all RTO sales, the restocking fee will be the lesser of the down payment or the value as previously stated for a cash sale.

Consent to Jurisdiction. If Purchaser is a governmental entity or Indian Nation, PURCHASER HEREBY EXPRESSLY WAIVES ITS DEFENSE OF SOVEREIGN OR OTHER IMMUNITY IN THE EVENT OF A DISPUTE BETWEEN PURCHASER AND SELLER REGARDING THIS ORDER. Regardless of whether Purchaser is a governmental entity or Indian Nation, PURCHASER EXPRESSLY ACQUIESCES TO THE JURISDICTION AND VENUE OF THE UNITED STATES FEDERAL AND STATE COURTS.

Warranties And Disclaimer of Warranties (NOT INCLUDING REPOS AND OR DISCOUNTED BUILDING(S)). Seller warrants to original user of the portable building(s), provided the building(s) remains at original delivered location that the portable building(s). Seller warrants a craftsmanship warranty within 5 years of the original delivery date not including damage caused by external sources such as wind damage to shingles. Seller makes no warranty (written, oral, or implied) on any and all third-party products. Third-party products are covered by the warranties provided by the original manufacturer or the seller of the product. Third-party warranties may vary from product to product. It is the buyer's responsibility to consult the applicable product documentation for specific warranty information. In addition, the buyer acknowledges that certain third-party product warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the product. sole obligation and purchaser's sole remedy under this Warranty is replacement of the portable building(s), or at Seller's option, the defective portion thereof that Seller finds is defective in craftsmanship within the warranty time period. Any replacement performed under this Warranty will be performed by Seller or Seller's agent. The above warranty will be null and void in the event that the portable building(s) are altered by purchaser, or have been, in Seller's sole judgment, subject to negligence, improper maintenance or misuse or moved from original delivered location. Seller's liability is further limited as provided by the Limitation of Liability section of these terms and conditions. Seller is not responsible for any electrical connection to power. The customer is responsible to obtain a licensed electrician to inspect and connect power to the building(s). The wiring may not be installed to code for your jurisdiction.

(SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

Miscellaneous. This order and these terms and conditions will be construed under state law without regard to the choice of law principles thereof. No waiver of any breach of any provision of this contract will constitute a waiver of any other breach of such provision. If one or more of these Terms and Condition is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or condition and such invalid, illegal, or unenforceable provisions will be modified to the minimum extent necessary to render such provisions valid, legal and enforceable.

Delivery Liability Waiver. The building location and access should be clear of debris including trees, tree limbs, rocks, stumps, yard décor, etc. Any site preparation is the sole responsibility of the purchaser. The building must be placed in an area that is relatively flat and has sufficient space and height (at least 14' high) to maneuver the delivery truck in and out. The building will be delivered by a truck and trailer that can be 75 feet in length. All gates and fences must be wide enough to allow access to where the building is to be placed with a minimum of 12 inches of clearance on each side of the building. All-access space should be no less than two feet wider than the building. All questions or concerns about delivery should be discussed with the salesman or driver prior to delivery. Set up, including leveling of your building should take no longer than two hours, if deliveries take longer than the allotted delivery time of two hours due to difficulties not disclosed to the salesman or the driver at the time of scheduling, additional hourly fees may apply. Purchaser is solely responsible for building permits and zoning compliances, if applicable. Heritage Building Company cannot warranty your ground. In the event that your ground settles after delivery, this can cause the building to no longer be level, doors/windows not functioning properly, sagging, bowing, cracking of the building, etc. It is the customer's responsibility to re-level the building or for a re-level fee of \$100 (min), Heritage Building Company will return to re-level your building by scheduled appointment only. Upon delivery, the delivery truck may leave tracks and/or ruts in the yard depending on ground condition. Please make delivery personnel aware of all sprinkler system components, septic tanks/lines, shallow water pipes, etc. The driver is not responsible for any damages caused to unmarked underground lines, pipes, tanks, wiring, utilities, etc. If a secondary delivery visit is required due to non-compliance specifically outlined within Delivery Liability Waiver an additional charge will apply. If delivery is attempted and setup is deemed undeliverable due to dangers or noncompliance within Delivery Liability Waiver and as a result customer chooses to cancel the order, refunds are null and void.



07/27/2024