



UNITED STRUCTURES of AMERICA, INC.
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QUOTATION & CONTRACT

THIS QUOTATION/CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON PAGES ____ AND ____ HEREOF.

The original Quotation and Contract document format should not be modified except to add information in the text fields. United Structures will not be liable for errors and omissions caused by changes to the original document wording

BUYER	Name:		
	Street:		
	City:	State:	Zip:
	Attention:		Fax:
			Phone:
			Cell:
E-Mail:			

QUOTE	USA Quote No:	Rev No
	Price <input type="checkbox"/> Required by	
	If Quote is for Bid Purposes, Bid Date	AM/PM
	Special Instructions:	

FRAME TYPE	Building Frame Type <input type="checkbox"/> RF <input type="checkbox"/> BC-__ <input type="checkbox"/> SC <input type="checkbox"/> Other _____	
	SW Girt Type <input type="checkbox"/> By-Pass <input type="checkbox"/> Flush Col Type <input type="checkbox"/> USA Option <input type="checkbox"/> Straight	
	If BC-Type Int. Columns to be spaced @	
	Left Endwall <input type="checkbox"/> BF <input type="checkbox"/> MF <input type="checkbox"/> 1/2 Load Frame	Endwall Girt <input type="checkbox"/> By-Pass <input type="checkbox"/> Flush
	Wind Col Spacing <input type="checkbox"/> USA Std <input type="checkbox"/> Special per dwgs	
	Right Endwall <input type="checkbox"/> BF <input type="checkbox"/> MF <input type="checkbox"/> 1/2 Load Frame	Endwall Girt <input type="checkbox"/> By-Pass <input type="checkbox"/> Flush
	Wind Col Spacing <input type="checkbox"/> USA Std <input type="checkbox"/> Special per dwgs	

ORDER INFO.	USA Job No.	Building ID
	District Manager:	
	Week Shipment Requested	
	Buyer Order No	
	End Use Customer (Full Name of Co Occupying Bldg)	
End Use of Building		

MAIN BLDG	SLOPE	WIDTH	LENGTH	EAVE HT.
	:12			
Bay Spacing				

OPEN WALLS	Note (1) All Open Walls Will Contain Necessary Columns Unless Otherwise Noted			
	Front/High Sidewall (Side 1)	___ Long X ___ High "X" Bracing Allowed <input type="checkbox"/> YES <input type="checkbox"/> NO	Open for ___	
	Back/Low Sidewall (Side 2)	___ Long X ___ High "X" Bracing Allowed <input type="checkbox"/> YES <input type="checkbox"/> NO	Open for ___	
	Left Endwall (Side 3)	___ Long X ___ High "X" Bracing Allowed <input type="checkbox"/> YES <input type="checkbox"/> NO	Open for ___	
	Right Endwall (Side 4)	___ Long X ___ High "X" Bracing Allowed <input type="checkbox"/> YES <input type="checkbox"/> NO	Open for ___	
	Base Condition	<input type="checkbox"/> USA STD Base Angle	<input type="checkbox"/> Base Channel	<input type="checkbox"/> Base Girt
	<input type="checkbox"/> MF01 (Same Color as Wall Color)	<input type="checkbox"/> Base Closures	<input type="checkbox"/> Other _____	

COVERING AND TRIM	Roof	<input type="checkbox"/> 26GA <input type="checkbox"/> USA PBR <input type="checkbox"/> USA R <input type="checkbox"/> White <input type="checkbox"/> Aluminum Zinc <input type="checkbox"/> Color _____	Fastener: <input type="checkbox"/> #14 x 1" STS Member & Stitch
		<input type="checkbox"/> 24GA <input type="checkbox"/> Unicote 2000 (SilPoly) <input type="checkbox"/> Unicote 3000 (Kynar)	<input type="checkbox"/> #12 X 1 1/4" SDS Member Only
		Special Requirement _____ <input type="checkbox"/> Wide Mastic <input type="checkbox"/> Northern Roof	<input type="checkbox"/> Long Life <input type="checkbox"/> #12 x 1 1/4" SDS Mem with Laptek
		<input type="checkbox"/> 24GA USA "Guardian I" SSR <input type="checkbox"/> Aluminum Zinc <input type="checkbox"/> Color _____	Clip: <input type="checkbox"/> Low <input type="checkbox"/> High
	<input type="checkbox"/> 24GA USA "Guardian II" SSR* <input type="checkbox"/> Unicote 2000 (SilPoly) <input type="checkbox"/> Unicote 3000 (Kynar)		Thermal Blocks: <input type="checkbox"/> By USA <input type="checkbox"/> By Others
	<input type="checkbox"/> 24GA USA "Guardian-Lok" SSR* <input type="checkbox"/> Special Requirement		Size : _____
	<input type="checkbox"/> 24GA USA "Sure-Lok" SSR* _____		<input type="checkbox"/> Long Life
	<input type="checkbox"/> 24GA USA "Supreme-Lok" SSR* _____		<input type="checkbox"/> Exposed Fasteners
	*Requires Mechanical Seaming. Mechanical Seamer Rental Agreement is Required.		
	Wall	<input type="checkbox"/> 26GA USA <input type="checkbox"/> "A" <input type="checkbox"/> "R" Color _____	Fasteners <input type="checkbox"/> #14 x 1" STS Member & Stitch
		<input type="checkbox"/> 24GA <input type="checkbox"/> Unicote 2000 (SilPoly) <input type="checkbox"/> Unicote 3000 (Kynar)	<input type="checkbox"/> #12 X 1 1/4" SDS Member Only
		Special Requirement _____	<input type="checkbox"/> #12 x 1 1/4" SDS Member with Laptek Stitch
	Trim	<input type="checkbox"/> Standard W/Gutters & Downspouts <input type="checkbox"/> (Sculptured/Simple) Eave Trim	Trim Color _____
		Special Requirement _____	<input type="checkbox"/> Unicote 2000 (SilPoly) <input type="checkbox"/> Unicote 3000 (Kynar)

STRUCTURAL PRIMER	<input type="checkbox"/> USA Standard Red Primer	<input type="checkbox"/> Special (Specify) _____
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SHIPPING INFO.	Notify on or Before Arrival. (Name)	Ship Via: (Carrier) _____
	Day Phone	<input type="checkbox"/> Freight Collect <input type="checkbox"/> Prepaid <input type="checkbox"/> Freight Line Bills Buyer Direct (Specify Freight Line)
	Night Phone:	
Cell Phone		
Other Notify Information		
Jobsite Address	<input type="checkbox"/> Customer Pick-up <input type="checkbox"/> Other _____	
City	County	State
		Total Shipping Weight: ____ #

USE THIS BOX FOR BUILDINGS LOCATED IN AN AREA GOVERNED BY A CODE OTHER THAN THE NATIONAL CODES NOTED ON PAGE 2

Building Code: List Code _____ Edition _____ Building Enclosure: Enclosed Partially Enclosed Fully Open
 Live Load _____ psf Tributary Area Reduction Allowed Occupancy: Normal Special Occupancy
 Ground Snow Load: _____ psf $I_s =$ _____ $C_e =$ _____ $C_t =$ _____
 (Snow Load Factor Requirement Sheet 3 Must be Completed) Essential Low Hazard
 Collateral Load: _____ psf Adjacent Structure: Yes No (If yes, include exist bldg info sheet)
 Wind Load _____ mph $I_w =$ _____ Wind Exposure: B C D Hurricane Coast: <50 miles 50 – 100 miles >100 miles
 Seismic Load: _____ Imp = _____ (Refer to 1996 MBMA Section A22 for Miles from Coast)
 Auxiliary Load Requirements: _____ Design Building with without suction straps
 Deflection: Per Building Code
 See Notes _____ for Additional Loads: Other as Specified: _____

Snow Load Factor Requirement Sheet

To Determine the Load Factors noted on page 2, use the following charts.

- Snow Exposure Factor (C_e) _____

Wind Exposure	Fully Exposed	Partially Exposed	Sheltered
B	0.9	1.0	1.2
C	0.9	1.0	1.1
D	0.8	0.9	1.0

Definitions:
 Partially Exposed - All roofs except as indicated below. Buildings with parapet or mansard facades or large mechanical equipment located on roof.
 Fully Exposed- Roofs exposed on all sides with no shelter from terrain, higher buildings, or trees.
 Sheltered- Roofs located tight among other structures. Also includes buildings located in valley areas or tight among evergreen trees.
- Thermal Factor (C_t) _____
 - All structures except as indicated below = 1.0
 - Structures kept just above freezing and others with cold, ventilated roofs = 1.1
 - Unheated structures and structures intentionally kept below freezing = 1.2
- Snow Importance Factor (I_s) _____
 - Normal, all buildings not listed in 2, 3, or 4 = 1.0
 - Special Occupancy= 1.1
 - Essential, buildings designated as essential facilities (hospitals, fire stations, police stations, and buildings used for containment of toxic, explosive, or other hazardous substances) = 1.2
 - Buildings that represent low hazard to human life (agricultural buildings) = .8
- R Value of Roof Insulation _____ Building insulation type _____, thickness roof _____, thickness wall _____ is to be provided by others.
- Roof snow guards will will not be provided and installed by others.

As with all building codes, it is critical that the design engineers know of any higher structure (building, foliage or terrain) within 25' of this new building. Please indicate the exact location of all existing structures on the sketch sheet provided with the Quotation and Contract Form.

Building codes require consideration of snow surcharges for any lower roof of a structure within 20' of a higher structure. It is critical that the design engineers know the proximity of the new building in relation to that of any higher structure (building, foliage, or changes in terrain) within 20' of this new building. Please check the appropriate box and indicate the exact size, location, and distance to all existing structures, foliage, or changes in terrain on the sketch sheet on page 6 or provide drawings. For new buildings which tie to existing structures, show complete details of the existing building regarding common wall conditions, eave height, width, length, roof slope, and bay spacing. (Include existing building information sheet.)

- Building by Itself – not within 20' of any other Structure.** Information supplied to USA, Inc. does not indicate a higher structure present within 20' envelope, therefore, USA, Inc. has not considered snow surcharge in the design.
- Other Structure within 20' and Snow Buildup to New USA Building.** Information supplied to USA, Inc. indicates a higher structure present within the 20' envelope, therefore, USA, Inc. has considered snow surcharge in the new USA, Inc. structure design.
- Other Structure within 20' and Snow Buildup on Existing (Non-USA) Building.** The existing structure may required field modifications or additional reinforcement due to additive loads imposed by the new USA, Inc. structure. The review of the new imposed loads to the existing structure is not in USA, Inc.'s scope of work. USA, Inc. strongly recommends the original designer or a local professional engineer assess any possible detrimental affect placed on the existing structure.

DRAWING REQUIREMENTS	Job Status <input type="checkbox"/> Production <input type="checkbox"/> Approval <input type="checkbox"/> Permit	Mail Drawings to: <input type="checkbox"/> Builder Address (FOR EXPRESS MAIL)
	<input type="checkbox"/> 3 Sets of Approval Drawings <input type="checkbox"/> with Seal <input type="checkbox"/> without Seal	<input type="checkbox"/> _____
	<input type="checkbox"/> 3 Sets of Permit Drawings <input type="checkbox"/> with Seal <input type="checkbox"/> without Seal	_____
	<input type="checkbox"/> 3 Sets of Calculations (w/seal) <input type="checkbox"/> Letter of Certification	_____
	<input type="checkbox"/> 3 Sets of Anchor Bolt Plans	<input type="checkbox"/> E-mail drwgs to: _____
	<input type="checkbox"/> Engineer's Seal (Requested) For State of:	Note: 3 Sets of Prints for Approval and Permit are provided as Standard Issue.
	<input type="checkbox"/> 2 Sets of Construction Drawings	2 Sets of Prints for Construction are Provided as Standard Issue.
<input type="checkbox"/> Other Requirements	There will be a \$25 charge for each additional set	

LEAN-TO	SLOPE	WIDTH	LENGTH	EAVE HT.	Left Endwall <input type="checkbox"/> BF <input type="checkbox"/> MF <input type="checkbox"/> 1/2 Load Frame
	:12				Wind Col Spacing <input type="checkbox"/> USA Std <input type="checkbox"/> Special per dwg
	Bay Spacing				Right Endwall <input type="checkbox"/> BF <input type="checkbox"/> MF <input type="checkbox"/> 1/2 Load Frame
	Common Wall: <input type="checkbox"/> Open <input type="checkbox"/> Sheeted "X" Bracing <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ALLOWED				Wind Col Spacing <input type="checkbox"/> USA Std <input type="checkbox"/> Special per dwgs
				Endwall Girts <input type="checkbox"/> By-Pass <input type="checkbox"/> Flush	Sidewall Girts <input type="checkbox"/> By-Pass <input type="checkbox"/> Flush

OPEN WALLS	Note (1) All Open Walls Will Contain Necessary Columns Unless Otherwise Noted					
	Back/Low Sidewall (Side 2)	_____	'Long X _____	High "X" Bracing Allowed	<input type="checkbox"/> YES <input type="checkbox"/> NO	Open for _____
	Left Endwall (Side 3)	_____	'Long X _____	High "X" Bracing Allowed	<input type="checkbox"/> YES <input type="checkbox"/> NO	Open for _____
	Right Endwall (Side 4)	_____	'Long X _____	High "X" Bracing Allowed	<input type="checkbox"/> YES <input type="checkbox"/> NO	Open for _____
	Base Condition	<input type="checkbox"/> USA STD Base Angle	<input type="checkbox"/> Base Channel	<input type="checkbox"/> Base Girt	<input type="checkbox"/> #201 Base Trim (<input type="checkbox"/> White <input type="checkbox"/> B Slate)	
	<input type="checkbox"/> MF01 (Same Color as Wall Color)	<input type="checkbox"/> Base Closures	<input type="checkbox"/> Other _____			

LINER	_____ Lineal Feet Liner x _____ High as Located on Sketch: Panel 26 GA USA "R" Color: _____
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PARTITION	_____ Lineal Feet Partition x _____ High as Located on Sketch: Panel 26 GA USA "R" Color: _____
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CANOPY	<input type="checkbox"/> Eave (<input type="checkbox"/> Below Eave _____ Above Finished Floor)	<input type="checkbox"/> (With)	Soffit	<input type="checkbox"/> (Return DS)	Soffit
	Canopy _____ Wide X _____ Long _____:12 Slope	<input type="checkbox"/> (Without)		<input type="checkbox"/> (Pig Spout)	"R" Color
	<input type="checkbox"/> Eave (<input type="checkbox"/> Below Eave _____ Above Finished Floor)	<input type="checkbox"/> (With)	Soffit	<input type="checkbox"/> (Return DS)	Soffit
	Canopy _____ Wide X _____ Long _____:12 Slope	<input type="checkbox"/> (Without)		<input type="checkbox"/> (Pig Spout)	"R" Color
	<input type="checkbox"/> Purlin Ext _____ Wide X _____ Long (<input type="checkbox"/> With) (<input type="checkbox"/> Without) Soffit "R" Color _____				
	<input type="checkbox"/> Purlin Ext _____ Wide X _____ Long (<input type="checkbox"/> With) (<input type="checkbox"/> Without) Soffit "R" Color _____				

FASCIA	_____ Lineal Feet Vert. Fascia X _____ High X _____ Projection as Located on Sketch	
	_____ Lineal Feet Sloped Fascia X _____ High X _____ Projection 3:12 Slope as Located on Sketch	
	Fascia Panel <input type="checkbox"/> "A" <input type="checkbox"/> "R" Color _____	Trim Colors: _____
	Soffit Panel <input type="checkbox"/> "A" <input type="checkbox"/> "R" Color _____	_____ Elevation to Bottom of Soffit Panel
NOTE: The bottom of all Fascias must be at least 2'-0" below building eave height, and if Fascia is located on the endwall, the top of Fascia must be at least 6" above building peak.		

CRANE	Capacity _____ (Attach Crane Data Sheet- Locate on Sketch) <input type="checkbox"/> Top Running <input type="checkbox"/> Underhung <input type="checkbox"/> Monorail
	<input type="checkbox"/> Design by USA Brackets by (<input type="checkbox"/> USA) (<input type="checkbox"/> Others) Beams by (<input type="checkbox"/> USA) (<input type="checkbox"/> Others) _____ lb ASCE Rail by (<input type="checkbox"/> USA) (<input type="checkbox"/> Others)
	If beams are by others specify size Beam _____ Cap _____ Beams will be installed (<input type="checkbox"/> Immediately) (<input type="checkbox"/> In the Future)
SPECIFY CRANE SERVICE CLASSIFICATION: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	

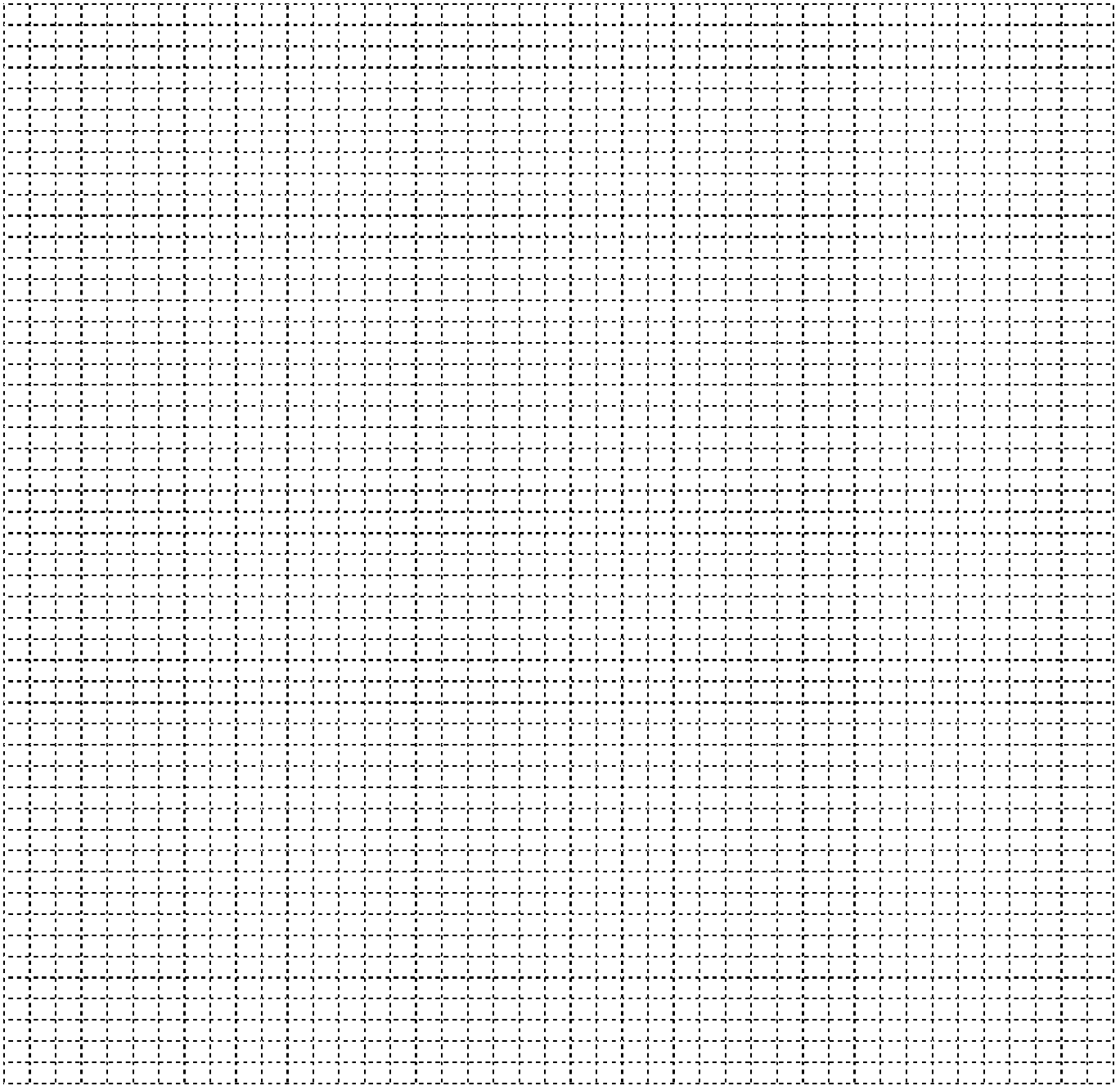
MEZZANINE	DESIGN LOADS TO BE LL _____ PSF Coll _____ PSF (Any load other than LL or DL supported by Mezz above and below)			
	Other (Specify) _____ Specify Thickness of Floor _____ <input type="checkbox"/> Lightweight <input type="checkbox"/> Standard Concrete			
	MEZZANINE FRAMING TO BE SET ON A (_____ x _____) GRID SEE SKETCH _____ Elev to Top of Mezz Steel			
	SUPPORT BEAMS TO BE <input type="checkbox"/> By USA <input type="checkbox"/> By Others (Locate on Sketch) _____ Clear Below Mezz. Steel			
	COLUMNS TO BE <input type="checkbox"/> By USA <input type="checkbox"/> By Others (Locate on Sketch)			
	JOIST TO BE <input type="checkbox"/> By USA <input type="checkbox"/> By Others Joist Spacing <input type="checkbox"/> USA Design <input type="checkbox"/> Other _____			
	DECK TO BE <input type="checkbox"/> By USA <input type="checkbox"/> By Others <input type="checkbox"/> USA Design <input type="checkbox"/> Specify Type			
	Edge Angle to Be <input type="checkbox"/> By USA <input type="checkbox"/> By Others			
	Framed Openings Req.:	No.	Width	Length

REFERENCE MATERIAL	Unless specifically listed below, no drawings or specifications have been furnished and therefore are not considered part of this contract	
	List Drawings Furnished with Order : _____	Issue Date : _____
	List Specifications Furnished with Order : _____	Issue Date : _____
	Other Documentation : _____	(See Attached Exhibit A)
	NOTE: IF BUILDING ORDER HAS PLANS AND SPECIFICATIONS, BUILDING MUST BE QUOTED BY USA'S ESTIMATING DEPARTMENT USING THE PLANS AND SPECIFICATIONS INCLUDED WITH THE ORDER, USA utilizes those standards, specifications and/or interpretations and recommendations of professionally recognized agencies and groups, such as: AISC, AWS, AISI, MBMA, etc., as a basis for establishing its own design, fabrication and quality criteria, standards, practices, methods and tolerances. In all events, unless stipulated otherwise, USA's design, fabrication and quality standards, criteria, practices, methods and tolerances will govern the work.	

LEFT ENDWALL

FRONT/HIGH SIDEWALL

BACK/LOW SIDEWALL



RIGHT ENDWALL

PLEASE NOTE:

1. IF BUILDING IS TO BE INSULATED, SPECIFY THICKNESS OF INSULATION OF ROOF(____”), WALLS(____”), AND TYPE OF INSULATION(____). INSULATION BY OTHERS.
2. SHOW DESIRED BRACED BAYS AND LOCATE ALL ROOF AND WALL ACCESSORIES. LOCATE HEIGHT OF WINDOWS, AND LOUVERS FROM FINISHED FLOOR LINE. LOCATE LINER PANELS (IF REQUIRED) AND INDICATE COLOR OF LINER.
3. DEFINE ALL OPEN WALL AREA (WALL AREAS OPEN FOR MASONRY, GLASS, PASSAGE, ETC.) AND STATE WHAT TYPE OF BRACING IS TO BE USED.

Total Net Building (FOB Plant) (FOB Jobsite) (Including Taxes) (Excluding Taxes)	\$ _____	_____ #	Yes	No
Alternate # 1 (Add) (Deduct)	\$ _____	_____ #	Yes	No
Alternate # 2 (Add) (Deduct)	\$ _____	_____ #	Yes	No
Alternate # 3 (Add) (Deduct)	\$ _____	_____ #	Yes	No

This quotation is based on the information as submitted to USA and noted on this quotation & contract form. Any pertinent information not designated on this form has NOT been included in this quotation and will be the responsibility of the Buyer. Unless otherwise noted, this quotation 1) is based on USA standard specifications and procedures as detailed in the USA Product Manual, 2) does not include any material or work not specifically listed as included in this quotation, and 3) is subject to all the terms and conditions listed on pages 7 and 8 of this form.

This quotation is void after 30 days, unless an extension is made in writing by USA at its Home Office in Houston, Texas.

Quoted by _____ Date _____

TERMS AND CONDITIONS OF SALE

(1) **Definitions:** As used in these Terms and Conditions of Sale which form a part of this Quotation and Contract: **"Building"** shall mean the custom designed metal building covered by this Quotation & Contract; **"Contract"** shall mean and refer to this Quotation & Contract; **"Drawings"** shall mean and include all Approval, Permit, and/or Construction Drawings, and all Anchor Bolt Plans, Calculations and other specifications, if any, to be furnished by USA with respect to the Building; **"Materials"** shall mean the building products, components and materials fabricated and/or furnished by USA for the Building; **"MBMA Standards"** shall mean the published **"Low Rise Building Systems Manual"** of the Metal Building Manufacturer's Association (1996); **"Scheduling Notice"** shall mean the written notification of tentative fabrication and shipment dates to be provided to Buyer by USA prior to fabrication of the Materials covered by this Contract; and **"USA Product Manual"** shall mean USA's then current published Product Manual.

(2) **Price:** The price payable by Buyer for the Building shall be as stated at the end of these terms and conditions. Unless otherwise noted, all prices are exclusive of taxes, insurance, freight, shipping or other transportation or transportation related charges and all costs, charges or fees of obtaining any building permits or performance or payment bonds. Any and all such taxes, costs, charges or fees shall be paid by Buyer as a separate charge.

(3) **Payment:** Amounts due USA under this Contract shall be payable at USA's offices in Houston, Harris County, Texas, without offset of any kind. Unless otherwise stated above or otherwise provided by the terms of an existing Authorized Builder Agreement between USA and Buyer, the entire Contract price is payable by Buyer in advance of Materials fabrication, and USA shall have no obligation to fabricate or ship Materials for the Building until payment is received. If other payment terms are or have been made available to Buyer, and Buyer shall fail to make payment in accordance therewith, any balance remaining unpaid will be subject to a finance charge in the amount of one and one-half percent (1½%) of such unpaid balance per month, which finance charge shall be added to the balance due and payable to USA for the Building the subject of this Contract. If collection of this contract requires legal counsel or procedures, Buyer agrees to pay reasonable attorney's fees which shall not be less than 15% of the principle and interest then due. Additionally, if Buyer fails or refuses to make payment in accordance with those terms, USA reserves the right to delay or discontinue further shipments of Materials to Buyer, under this Contract or any other, until payment is made or USA receives adequate assurances of performance from Buyer.

(4) **Fabrication and Shipment; Disclaimer of Damages for Shipping Delays:** USA may, at its option, fabricate and ship the Materials to Buyer in lots of any size that USA, in its sole judgment, believes are reasonable. Unless otherwise stated on the face of this Contract, all Materials are to be shipped F.O.B. USA's designated manufacturing facility, via carrier of USA's choosing, with all cost and expense of transportation to be paid by Buyer. Risk of loss or damage to the Materials in transit shall be borne by Buyer, whose responsibility it shall be to file claims with the carrier. All claims for packing shortages or other erroneous charges must be made in writing within five (5) days of receipt of shipment (fifteen (15) days, in the case of USA crated materials) and must be accompanied by the packing list and/or delivery ticket which accompanied shipment. Buyer must accept delivery of the Materials when tendered by USA and demurrage, off-loading or other costs associated with any delay in accepting delivery shall be borne by Buyer.

USA shall use reasonable efforts to accommodate Buyer's requested shipping dates, but shall not be bound thereby. **Approximate** fabrication and shipping dates shall be as specified in USA's Scheduling Notice. USA shall not be responsible for any shipping delays occasioned by special buy-out items (joists, deck, etc), and shall not be liable to buyer or to third parties for whose use the Materials are intended for any penalties, liquidated damages, delay damages, special or consequential damages or other losses occasioned by USA's failure to make delivery of the Materials or for any delay in making delivery of Materials when such failure or delay results from causes or events beyond USA's reasonable control, including, but not limited to, fires, floods, accidents or other acts of God, strikes, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war, embargo, truck or car shortage or other transportation delay or difficulty or inability to obtain or scarcity of labor or raw materials. In the event of any occurrence or event precluding timely shipment, USA reserves the right to apportion available supplies of materials among its customers, including buyer, in any manner that USA, in its sole judgment, shall deem fair and reasonable. In the event of delay caused by any occurrence or event, the delivery date(s) shall be postponed for a period of time equal to the time required to remedy, correct or alleviate such cause or event.

(5) **Material Warranties:** USA warrants to the Buyer that the Materials (i) will be of USA's current design and specification, unless otherwise noted, (ii) will conform, within customary industry tolerances, to MBMA Standards, as (and to the extent) modified by the standards and specifications contained in the USA Product Manual, which are made a part of these Terms and Conditions, and (iii) will be and remain free of defects in materials and workmanship for a period of one (1) year from the date of Material shipment. **THESE WARRANTIES SUPERSEDE AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY DISCLAIMED WITH RESPECT TO THE BUILDING AND ALL MATERIALS.** USA shall grant and extend to Buyer those additional or different (i) warranties for color coated panels, (ii) roof warranties or (iii) Building warranties specified in the "COVERING & TRIM" section on the face of this Contract, *if any*. If such additional warranties have been requested by Buyer, the terms, conditions and limitations thereof shall be as expressly stated in the Warranty Certificates issued by USA with respect thereto. **No additional or other warranty shall become effective or bind USA unless and until any warranty fee(s) payable with respect thereto shall have been received by USA.** All warranty claims shall be presented by Buyer, in writing, within thirteen (13) months of the Material shipment date, and Buyer shall afford USA jobsite access to and a reasonable opportunity to inspect all allegedly misfit (as such term is defined in the MBMA Standards) or otherwise defective Materials. USA will, at its option, either (i) furnish replacement Materials, F.O.B. jobsite, or (ii) without replacement, render credit for any Materials which, if properly stored, handled, used and installed in accordance with its specifications, prove defective. USA shall have no obligation to remove or dismantle misfit or otherwise defective Materials or to erect or install replacement materials. **THIS SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF USA WITH RESPECT TO THE MATERIALS COVERED BY THIS CONTRACT, AND BUYER SHALL BE ENTITLED TO NO OTHER OR ADDITIONAL REMEDIES.** USA also reserves the right and may, without notice, change or modify the design and/or construction of any of its building products and materials, including the Materials covered by this Contract, without liability or obligation to furnish or install such changes or modifications on the Building or Materials sold to Buyer under this Contract.

(6) **Design Warranties:** USA warrants to the Buyer that the design of the Building will conform to and comply with the requirements and standards of the Code or Codes specified in the "CODES" section on the face of this Contract. USA reserves the right to change or modify the design of any standard building described in the USA Product Manual. USA makes no warranty and hereby disclaims any responsibility with respect to the design, engineering or construction of the foundation upon which the Building is erected by Buyer or third parties. USA is not to be considered as the Engineer of Record for the Project and makes no warranty and hereby disclaims any responsibility with respect for any engineering duties or liabilities in excess of those stated in these terms and conditions.

(7) **Erection and Construction Drawings:** USA shall furnish to Buyer all Construction Drawings (*not* including shop drawings) necessary for the erection of the Building and the installation of the Materials by competent and experienced workmen, and warrants to the Buyer that all Construction Drawings will be sufficient therefore, but makes no other warranty, expressed or implied, with respect thereto. Construction Drawings are not intended to specify any particular method or sequence of erection to be followed by the Buyer or those Buyer may engage for that purpose. Buyer is and shall remain solely responsible for the safety and appropriateness of all techniques, methods and procedures utilized in the erection of the Building. Claims for correction of alleged errors and misfits (as such term is defined in the MBMA Standards) shall be covered by USA's standard Material warranties, as set forth in these Terms and Conditions. Claims for correction of errors and misfits, which shall be handled according to the procedures established therefore in the MBMA Standards, shall not be allowed unless Buyer has given USA written notice of such claims and afforded USA reasonable time and jobsite access to inspect the alleged misfits. Ordinary inaccuracies in fabrication and shop work, within customary industry tolerances, shall not be considered misfits. No alleged misfit Materials shall be returned to USA without its prior written approval.

(8) **Price Escalations:** To avoid price increases, building fabrication must be scheduled in accordance with USA's standard fabrication and delivery schedule. If project requires Buyer's approval of drawings, to avoid price increases, building must be released for production, approval drawings returned (approved or approved as noted) to USA within 30 days of date of issue of drawings, and scheduled in accordance with USA's standard fabrication and delivery schedule. Once scheduled, if building fabrication and/or delivery is delayed at the request of the Buyer or by reasons of Force Majeure, prices will be subject to review for possible escalation.

(9) **Change Orders:** Requests for additions, deletions or other revisions to the Building and/or the Materials covered by this Contract must be presented to USA by written Change Order Request presented to USA not less than three (3) weeks prior to the Fabrication Week specified in USA's Scheduling Notice. USA shall review all written Change Order Requests submitted to it and deliver to Buyer a written Change Order reflecting the additions, deletions or other revisions requested by Buyer and specifying the price adjustments, if any, to be made by USA in connection therewith. No Change Order Request submitted to USA shall become a part of this Contract or obligate USA in any fashion unless and until a Change Order issued by USA with respect thereto, executed by the Buyer, has been returned to USA.

(10) **Indemnity:** Buyer covenants, warrants and agrees unconditionally to **INDEMNIFY, DEFEND and HOLD HARMLESS** USA (and its indemnitees, agents, employees, officers and directors) from and against any and all third party claims, demands, losses, liabilities, costs or expenses (including attorney's fees and other costs of defense) for injury, sickness, disease or death sustained by any person (including employees of Buyer with respect to whom the Buyer might otherwise be immune from liability by virtue of the workers compensation laws) or for any damage, loss of use, or destruction of any property (whether of Buyer or any third party) arising out of or relating in any way to (i) the actual or alleged negligence or other act or omission of Buyer, or (ii) the actual or alleged joint and/or concurrent negligence of Buyer and any third party employed or engaged by Buyer (including independent contractors) in connection with the sale, erection, use, or maintenance of the Building, but excluding any such claims, demands, etc. arising out of or relating in any way to the actual or alleged joint and/or concurrent negligence of USA. The obligation of Buyer to indemnify USA as provided in this Paragraph shall encompass all circumstances wherein it is alleged or determined that the acts or omissions of third parties have been jointly and concurrently, with Buyer, USA or others, the proximate cause of the harm, damage, injury or death made the basis of the third party claim or demand. The obligation of Buyer to indemnify USA shall exist regardless of who is alleged or ultimately determined to have proximately caused the harm, damage, injury or death made the basis of the third party claim or demand, and shall encompass all liability, save and except only that portion or percentage thereof attributable to USA's negligent acts or omissions. Buyer hereby acknowledges its assumption of full and complete responsibility and liability for all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any harm, damage, injury or death, even in cases where its assumption of such responsibility and liability involves the indemnification of USA from the consequences of the negligence or willful acts of third parties other than USA. Buyer hereby stipulates and agrees that no condition precedent to its indemnification obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless USA as herein provided. **IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNIFICATION PROVIDED BY THIS PARAGRAPH IS AN AGREEMENT OF BUYER TO INDEMNIFY, PROTECT AND HOLD HARMLESS USA (AND ITS AGENTS, EMPLOYEES, OFFICERS AND DIRECTORS) FROM AND AGAINST THE NEGLIGENCE OF BUYER AND ALL PARTIES OTHER THAN USA. WHERE THE NEGLIGENCE OF USA IS AN ACTUAL CONCURRING, PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM, DAMAGE, INJURY OR DEATH, USA SHALL BE LIABLE AND RESPONSIBLE ONLY TO THE EXTENT (AND FOR THAT PERCENTAGE) THAT ITS NEGLIGENCE SHALL BE FOUND TO HAVE CONTRIBUTED THERETO.**

(11) **Disclaimer of Consequential Damages:** USA shall not be liable to Buyer for, and Buyer hereby waives, for itself and its affiliates and for any third parties for whose use the Building is intended, all liability for consequential damages (as hereinafter defined), whether claimed by any person or entity on the basis of USA's breach of any legal duty, including, without limitation, breach of contract, breach of warranty, tort (including USA's sole or concurrent negligence or breach of any standard of strict liability), statute, equity or other theory of law. For the purposes of the foregoing waiver, "consequential damages" shall mean and include any special, indirect, incidental or consequential damage whatsoever, including, without limitation, damage to or loss of use of property or equipment not part of the Building or Materials, claims for injury or death to any person not arising directly from USA's breach of a legal duty, claims for delay or delay damages, fines, penalty or liquidated damages, loss of use, loss of business opportunity, loss of product or output, loss of profit or revenue, cost of capital, claims of Buyer's customers or other third parties arising therefrom, and all costs of defending any of the foregoing.

(12) **Cancellation:** Prior to fabrication of the Materials covered by this Contract, Buyer may cancel this Contract upon written notice to USA and upon the payment of USA's cancellation charges, which shall include, but are not limited to, reasonable engineering costs and expenses for USA's design of the Building and preparation of any Drawings. Buyer may not cancel this Contract after fabrication of Materials has begun without first reaching a written agreement with USA for the payment of any and all damages suffered or incurred by USA in connection therewith, but not less than ten percent (10%) of this Contract price.

(13) **Applicable Law and Dispute Resolution:** The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding its conflict of laws rules. Any and all disputes arising between USA, its Officers, Owners, Share Holders, Agents, Employees or Representatives and Buyer with respect to this Contract or the Building or Materials covered hereby shall be resolved at USA's sole option either by (i) arbitration conducted in Houston, Harris County, Texas according to the construction industry arbitration rules of the American Arbitration Association or (ii) by the manner and forum USA so chooses. If requested by USA, Buyer shall permit its joinder and participate as a party in any third party arbitration or court proceedings related to the Building or the Materials to which USA shall be made a party. The parties agree that the proper jurisdiction and venue of any action shall lie exclusively in the State or Federal courts in Harris County, Texas.

(14) **Severability:** Each and every covenant and agreement contained in this Contract is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Contract or the application thereof to any party or circumstances shall to any extent be declared invalid and/or unenforceable by a court of competent jurisdiction, the remainder of this Contract, or the application of such term or provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

(15) **Entire Agreement:** This Contract sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof, including, but not limited to, all prior quotations issued by USA. No representation, promise, inducement or statement of intention has been made by any party which is not embodied in this Contract and neither party shall be bound by or be liable for any alleged representation, promise, inducement or statement of intention not embodied or incorporated herein unless same shall have been made contemporaneously herewith and reduced to writing and signed by USA and Buyer.

(16) **Acceptance:** *This Contract shall not be binding upon USA unless and until it has been signed by an authorized executive officer of USA.* If this Contract has been issued by USA in response to an oral or written purchase order from Buyer, and if any of the terms herein are additional to or different from any terms of Buyer's purchase order, then the issuance of this Contract by USA shall constitute an acceptance of such purchase order subject to the express condition that the Buyer assent to the additional and/or different terms herein and acknowledge that this Contract constitutes the entire agreement between USA and Buyer with respect to the Building covered by this Contract, and Buyer shall be deemed to have so assented and acknowledged unless it notifies USA to the contrary in writing within ten (10) days of its receipt of this Contract, duly executed by an authorized executive officer of USA.

I ACKNOWLEDGE THAT I HAVE REVIEWED THE ORDER FOR CONTENT, THAT I HAVE READ AND CLEARLY UNDERSTAND THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND IF SIGNING ON BEHALF OF A CORPORATION OR OTHER ENTITY, I AM FULLY AUTHORIZED TO LEGALLY BIND SUCH ENTITY. BUYER AGREES TO PAY USA THE TOTAL PRICE (F.O.B. PLANT) (F.O.B. JOBSITE) (INCLUDING TAX) (EXCLUDING TAX) \$ _____

Dated this _____ day of _____, 20____ BUYER _____
Name _____

Title _____

USA, acting at its Home Office in Houston, Texas does hereby accept this contract SELLER _____
Name _____

Title _____