

PURCHASE



INVOICE #

30-00264

Order Type

New - Off Lot Sale

Date

06/25/2024

Agent

Stephen Kresek

Invoice from:

Platinum Sheds of Washington LLC

972 Hollingsworth Rd
Mesa, WA 99343
(509) 318-4388

Ship to:

Inventory .

5 Clarkson Mill Rd
Tonasket, WA 98855
(509) 322-0322

Dealer:

Stephen Kresek

5 Clarkson Mill Rd.
Tonasket, WA 98855
(509) 322-0808

Description	Quantity	Total
Side Lofted Barn 10 x 16 Serial Number SLB-1016-062524-000086 Siding: T1-11 - Gray, Trim: T1-11 - White, Roof: Metal - Rustic Red	1	\$6,580.00
2x3 single pane	2	Included
6' Wooden doors	1	Included

Platinum Sheds of Washington 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. Platinum Sheds of Washington LLC is NOT responsible for yard or driveway damage. Free delivery and setup includes ONE TRIP, additional trips may incur CHARGES to the customer. Does not include ground anchors. First 50 miles Free Delivery From Lot Thereafter \$3.00 Per Mile.

I, the customer, have read the disclosure, Terms And Conditions Of Sale, and fully accept the terms provided therein.

Subtotal \$6,580.00

Taxes \$552.72

Delivery FREE

Total **\$7,132.72**

Amount Due Today **\$2,139.82**

Remaining Balance **\$4,992.90**

Sign

Date

TERMS AND CONDITIONS OF SALE

Controlling Terms and Conditions.

These terms and conditions of sale of Platinum Sheds of Washington LLC ("Seller") and any attachments hereto take precedence over any additional or different terms and conditions, if any, of the purchaser Inventory ("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.

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 50 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. Orders for standard portable building(s) may be canceled by purchaser at any time before delivery. If Purchaser cancels such an order, Seller has the option to charge the Purchaser a restocking fee equal to 15% of the purchase price shown on the first page of this order. (The "Restocking Fees"). Such restocking fee will (i) be retained by seller if purchaser has paid all of the purchase price for a portion of the purchase price equaling or exceeding 15% of the purchase price at the time of cancellation, provided that Seller will refund to Purchaser all amounts in excess of the Restocking Fee, or (ii) be immediately due and payable by purchaser to seller at the time of cancellation if Purchaser has paid none of the purchase price or a portion of the purchase price equaling less than 15% of the purchase price, provided that Seller may apply against such Restocking fee any amounts Then-paid by Purchaser Orders for custom build or custom painted portable building(s) may not be canceled except with prior written consent of the seller, which consent may withhold for any reason or no reason.

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) sold hereunder will be warranted against the rot, and/or decay of treated materials for the life of the building(s), against termite infestation of all treated materials for 20 years, and defects in material or craftsmanship within 3 years of the original delivery date not including damage caused by external sources such as wind damage to shingles. Seller's 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 material or 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 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.

Signature

Date