

CONTRACT AGREEMENT: MATERIALS & LABOR

FBC Bid #23529

October 2, 2023

<u>BUYER</u>	<u>SELLER</u>	<u>PROJECT</u>
HBI Construction 4921 Birch St #1 Newport Beach, CA 92660	Forge Building Company, LLC (FBC) 2785 N. Bogus Basin Rd. Boise, ID, 83702	Town Center Industrial SC Calexico, CA

Buyer Contact:	Steve Knoell	949-887-7689 / steve@hbiconstruction.com
FBC Sales Contact:	Scotty Sundin	208-629-2952/ ssundin@forgebuildings.com

PROJECT DETAILS

PROJECT DESCRIPTION:

Consists of the new construction of a 1 Single Story CC and 7 Non CC self-storage building totaling 127,200 SF and consists of 729 units of various sizes. Pricing is per drawings provided by Forge Building Co dated 3-1-2023 and specifically per the notes below.

DESIGN CODE AND LOAD CRITERIA:

Designed for Calexico CA with FBC Design.

BUILDING(S) DESCRIPTIONS:

See drawings described above for building layout, elevations, and dimensions. Assume FBC standard design. It is recommended to consult with a local design professional for any ADA, firewall requirements, life safety requirements etc. Masonry walls will be required for the design of this project and are not limited to ground floor exterior walls, elevator shafts and or stairwell shafts (Masonry to be by others).

Bldg. #	Dimensions	Bldg. Type	SF	Unit Count	ROOF DETAILS			
					Type	Color	Pitch	Low Eave
A	740' x 145'	Single - CC & NCC	106,900	636	Gable - SSR	Galvalume	.5	9'-6"
B	230'x 30'	Single - NCC	6,900	23	Single - SSR	Galvalume	.5	9'-6"
C	100' x 20'	Single - NCC	2,000	10	Single - SSR	Galvalume	.5	9'-6"
D	100' x 20'	Single - NCC	2,000	10	Single - SSR	Galvalume	.5	9'-6"
E	100' x 20'	Single - NCC	2,000	10	Single - SSR	Galvalume	.5	9'-6"
F	100' x 20'	Single - NCC	2,000	10	Single - SSR	Galvalume	.5	9'-6"
G	70' x 20'	Single - NCC	1,400	7	Single - SSR	Galvalume	.5	9'-6"
H	200' x 30'	Single - NCC	4,000	20	Single - SSR	Galvalume	.5	9'-6"



BID INCLUSIONS

Base Bid Includes the Following:

- Galvanized CFS (cold form steel) as follows.
 - Single story buildings to be FBC standard 5'-0" o/c post and purlin system.
- Interior galvalume unit partition divider walls (installed rib to stud) as follows.
 - Panels to be installed to the underside of the floor deck or underside of the roof purlins.
 - Liner panels at insulated walls if required.
 - Non-Load-Bearing Partitions to be 29GA.
 - ***Excludes flat wall panels, burglar bars and wire mesh.***
- Exterior walls: ***As per FBC standard design***
 - 26GA thru-fastened Reverse Rolled U-panel (standard FBC color).
 - FBC standard trim package, closures, and fasteners.
 - FBC standard flat mullion trims, with thru-fastened reverse-rolled U-panel above the doors.
- Roof system: 24GA (2"-3") Rib Standing Seam Roof Panels (Galvalume).
 - All required trims, closures, sealants, and fasteners.
- Insulation package as follows:
 - Roof Insulation package
 - 2" faced roof only insulation at all buildings w/ exterior facing units.
 - Faced R38 banded roof insulation (8" faced in purlin cavity over banding at 48" o/c, w/3.5" batt over top of roof purlins). ***(Building A Only, With exterior Ruds to have 2" Faced in the roof)***
 - Wall Insulation Package
 - R-19 insulation at temperature control walls, exterior facing units to be unconditioned with an insulated separation wall, full-height, separating temperature control units from unconditioned units. ***(Building A Only)***
 - ***Excludes rigid insulation, excludes under-floor insulation, excludes TYVEK exterior commercial building wrap.***
- Sectional gutters with downspouts at min. 50'-0" o/c (standard FBC color).
- Building Engineering as follows.
 - FBC standard CFS load-bearing wall system and or post and purlin system.
 - FBC standard foundation and masonry walls (if needed).
 - ***Excludes stem/retaining wall design, excludes stair design.***
- Construction shop drawings for installation only.
 - FBC standard details for roof/wall sheeting and trims.
 - Shipper lists for FBC scope of work only.
- Freight to jobsite.
- All applicable state sales and use taxes.



BID EXCLUSIONS

Bid standard exclusions are listed below, unless specifically included above:

- Simpson Hold downs, Thru Bolting with Simpson Hold downs from floor to floor, Gusset shoes, Any required plates or brackets for Roller Door attachment, Burglar Bars above held down Partitions, Brick Relief Angle, AC vents or trimming around AC Vents in Roof or Walls, Office in entirety, Permits, Permit Fee's, Inspections (inspection costs), Foundation and CMU/concrete wall engineering, Bonds, Site work, Concrete, Masonry, EIF's, Stucco, Stucco expansion joints/reveals and backing for stucco in entirety, Wood work, Plywood, Electrical, Sprinklers, Notching of partition walls for sprinklers, Sure board, Security systems, Drywall, Firewalls, Fire blocking/taping or caulking, Partition liner panels at firewalls and stucco/EIFS walls, Waterproofing of concrete or block walls, Trash enclosures, Dumpsters, Dump costs, Temporary power and lights, Toilets, Insulation batt/blanket or rigid, Parapet wall conditions, Structural steel, Wide flange beams, tube steel, Channels, Plates, angels, Embedded hangers, Embedded J-bolts, Ledgers, Aluminum work, Bollards, Paint preparation and paint finish for all structural steel and stair assemblies, On-site welding in entirety, Downspout guards, Gates, Electric operators, Motors, Fencing, Flag poles, Signs and sign supports, Trellis work, Ornamental structural or tube elements, Canopy framing, Hand rails permanent or temporary, Stairs, Landings and rail, Ladders roof and pit, Elevators, Elevator guide rails, Elevator hoist beams, Welding, Puddle welding, Nelson studs, Shear trans plates at the deck, Hallways, Hall soffits, Roll-up Doors, Overhead doors, entry doors, storefront doors, Ceilings, Security Mesh, Burglar bars, Kick plates and corner guards, Storefront, Windows, Vents, Louvers, Roof penetrations by other trades, EPDM roofing, Skylights, Roof hatches, Crickets, Internal gutters and drains, Roof scuppers, Overflows, Catwalks, Equipment screens, Smoke vents, Flashing and curbs at AC equipment, Cornice work, Denz Board, Cavity wall drainage, Scaffolding, Exterior Tyvek or building paper vapor barrier, General sheet metal related to other trades. Demobilization fees, Pre-veiling wage and or Davis Bacon wage rates, Cleaning of Building Materials.
- Installation of the building system materials will be performed by Buyer or by others contracted by buyer, unless otherwise stated as included above **(See Add Alternates Below)**.
- Exterior Canopies
- Structural Steel Package
- Roll-Up Doors and Hallway Package **(See Add Alternates Below)**.

PROJECT COLORS:

Project colors in this proposal are based on FBC colors from the FBC color chart only, any other colors on any Architectural drawing related to this proposal are **Not Included**.



BID AMOUNT & ALTERNATIVES

BASE BID AMOUNT

Building System: Material Only (FOB Calexico, CA)\$1,636,649.12

ALTERNATES/OPTIONS:

1. **Provide Labor:** FBC to provide labor for all line items described in “Base Bid Includes” as above.
Add to Base Bid Amount: \$661,440.00 | Initial to Accept _____

2. **Roll-up Doors:** FBC to furnish (DBCI or Similar) and install storage unit roll-up doors as follows.
Includes:
 - a. Exterior 650 Mini roll-up doors in standard FBC color.
Qty/Size(s): (150) 8’-8”x8’
 - b. Interior 650 roll-up doors in glossy white.
Qty/Size(s): (573) 8’-8”x7’, (6) 3’-8”x7’**Excludes:**
 - a. Corridor System in entirety.
 - b. Unit numbers, extinguishers, soffit panels, wainscot, MEP wraps, column wraps, frame wraps, wire mesh, unit partitions, panels at CMU/concrete walls and within stairwells.
 - c. Electric operators, Insulated doors.**Add to Base Bid Amount: \$421,616.25 (includes labor) | Initial to Accept _____**

3. **Corridor System:** FBC to furnish and install the interior corridor system per FBC standard design.
Includes:
 - a. Interior FBC Standard Hallway System: 26GA U-panel (reverse-roll U-panel) wall panels in glossy white (panel to have 6” lap), flush headers in glossy white 8’-4” height, complete with diamond plate kickplates, diamond plate corner guards and galvalume burglar bars at 9” o/c if required.**Excludes:**
 - d. Roll-up doors in entirety
 - e. Unit numbers, extinguishers, soffit panels, wainscot, MEP wraps, column wraps, frame wraps, wire mesh, unit partitions, panels at CMU/concrete walls and within stairwells.**Add to Base Bid Amount: \$236,265.70 (includes labor) | Initial to Accept _____**



PAYMENT TERMS

Buyer shall make all payments at Forge Building Company address set forth above.

PAYMENT TERMS: Material & Engineering Services	
(A) 20% Deposit with order	\$
a. Drawings Deposit:	\$49,608.00
b. Manufacturing Release Prior to Materials Being Ordered:	\$
(B) 80% Due Upon Delivered Materials with Net 30 Payment Terms	\$
<p><i>DISCLAIMER: Extra work caused by contractor error; changes in project scope; redesign; or other factors beyond our control are considered additional services and are excluded from this proposal. Retainage will not be withheld from this portion of the contract – PAYMENT IS DUE IN FULL</i></p>	
PAYMENT TERMS: Labor	
<p>Draws will be submitted for work completed thru the end of the month on the 25th of that month. Payment is to be made no later than the 10th of the following month.</p> <p><i>NOTE: 5% retainage will be withheld from each payment in this portion of the contract until the installation is complete as defined by this agreement.</i></p>	



LABOR - TERMS & CONDITIONS
When Alternative/Option #1 is Selected

INSTALLATION:

Installation of the Building System Materials will be performed by Buyer or by others contracted by Buyer. FBC will not perform any installation or site preparation work unless Alternates Option #1 is selected on page 1 of this proposal. If Alternates Option #1 is accepted, the following terms and conditions shall apply.

SCOPE OF WORK:

FBC shall provide qualified manpower, tools, and equipment to erect above buildings solely in accordance with plans and drawings (as noted above) prepared by FBC, and approved by Buyer, which shall be the sole plans of record. The Plans and all terms and conditions stated in the Plans shall become a part of this contract, but in the event of discrepancy between the Plans and this contract, the terms of this contract shall govern.

WORK DOES NOT INCLUDE:

The Work **does not** include labor for any masonry and concrete work, gypsum board, plywood, windows, elevator lifts, elevator shafts, stairwells, welding, EIFS, stairs, personnel swing doors, double personnel doors, personnel doors inside masonry block walls, fire doors, re-attaching insulation at fire wall locations if the building inspector requires it be cut, liner panels on sheet rock, prefabricated trusses, tower roofs, mansard framing or mansard roofing, light gauge framing in office areas, cutting or trimming of partitions with respect to HVAC ductwork & fire sprinklers, fire sprinklers, roller doors & hallways, towers, canopies, mansards, trusses, parapet walls, parapet capping, architectural bump/pop outs, roof curbs, window install, recessed entries, roller doors, hallways, soffit, step-downs, paint, mesh, bird wire, electric operated doors, skylights, **unless noted as included above in "Base Bid Includes"** which over rides the above mentioned exclusions.

LABOR PRICE:

The Price is based on FBC labor cost as of the date of this Contract and assumes that the work will commence and be substantially completed no later than one year after the date of this Contract. Any additional work not included in the contract price will be charged at a rate of \$80.00/hour, plus expenses, and will not commence until FBC is provided a written change order signed by Buyer and FBC.

INSTALLATION:

The Work will begin upon delivery of materials or as otherwise agreed between Buyer and FBC and will be continued at a reasonable rate until substantially completed. The erection will be based on the square footage of your facility. 5000 SF per week for a non-climate-controlled facility or 3750 per week for a climate-controlled facility divided by the total square footage will give you the duration of your project. This is based off standard square buildings. For any towers, bump-outs, mansards, canopy's, black iron, IPS Exteriors, pop-outs, bad site conditions, &/or bad weather, the time frames will be extended.

Any delays beyond the direct control of FBC, including but not limited to delays caused by weather, flood, earthquake, wind, storm, lightning, fire, epidemics, pandemics, war, explosion, riot, act of public enemy, act of civil or military authority, civil disturbance or disobedience, sabotage, vandalism or nationwide steel shortages and any delays in payment or other performance by Buyer under this Contract or any other contract between Buyer and FBC, will serve to automatically extend, without prior notice or demand, the above-mentioned completion date by a time period equal to such delay. FBC will be allowed the additional time reasonably necessary to complete any change order requested by Buyer and agreed to as set forth in this Contract.



BUYER'S OBLIGATIONS

FBC's obligation to commence and continue labor shall be subject to the Buyer providing and continuously maintaining the following until the work is complete:

1. Source of electric power, 110 volts, within 200 feet of each building. If generator power is provided, Buyer shall have the sole responsibility to ensure that the generator is at all times in working order and provided with adequate fuel, oil, storage area, and security. If Buyer fails to supply fuel to the generator a fuel charge of \$25.00 per/day until the project is completed will be added to the Contract Price.
2. A construction dumpster unit on the jobsite at no cost to FBC.
3. Access to the site, free from any obstructions to delivery or erection equipment.
4. Stabilized site, including but not limited to maintained stability during heavy precipitation, level stabilized fill 15 feet wide around concrete foundation to enable continued erection during precipitation; and level fill to the material storage staging area.
5. A single dedicated on-site material storage staging area where materials may be staged until required for erection and stored for the duration of erection.
6. OSHA safety requirements at the job site or buildings (exterior temporary structural safety railings at elevated slabs, stairwells, elevator shafts, etc.)
7. Snow States: GC/Owner must have a snow removal plan in place to remove snow in a timely manner from the working area, Slabs, Driveway's Material Staging area and anywhere we are performing the work in this proposal.
8. Block work must be 100% complete before FBC Starts erecting the building including but not limited to *Elevator shafts, Stairwells, Firewalls, retaining walls* and foundation.
9. Temporary lighting must be installed in building before punch list is made by the owner and if FBC is contracted to install the roller door & hallway system.

SPECIFICATIONS STANDARDS – NOTES

- (1) Sketches, drawings, architectural drawings and/or unit mix, whether provided by Buyer or FBC shall be used for reference only. This Contract is quoted with FBC Standards & Building Design including FBC Structural Design, unless specifically noted above.
- (2) In the event masonry shear-walls or firewalls are required, they shall be provided by others. FBC DOES NOT PROVIDE ANY STEEL TO PROVIDE STRUCTURAL INTEGRITY TO SUPPORT MASONRY OR CONCRETE TILT-UP WALLS.
- (3) Buyer shall choose its paint color preferences on the Information Sheet to be provided by FBC during the planning phase of the Building System Materials. If Buyer fails to complete, execute, and return the form to FBC, FBC reserves the right to delay shipment until the form is submitted. Buyer acknowledges that paint colors on subsequent construction phases may not precisely match paint color on previous construction phases due to normal weathering.
- (4) All Building System Materials shall be furnished in accordance with FBC's standard practices and industry tolerances of color variation, thickness, size, finish, texture, and performance standards.
- (5) FBC reserves the right to change or modify without notice the design and construction of the Building System Materials to substitute materials equal to or superior to those originally specified herein.
- (6) A Geotechnical Soils Report must be provided by Buyer. The Contract Price is based on standard soil conditions, and the foundation will be designed for an assumed net allowable soil bearing of 2000 psf. Conventional foundations using slab-on-grade and shallow footing for the structural systems are limited to a maximum differential displacement of $\frac{3}{4}$ ". If the Geotechnical Soils Report indicates a differential displacement of greater than $\frac{3}{4}$ ", and/or any soil conditions that are not standard, FBC shall be entitled to increase the Contract Price to cover the foundation redesign work.
- (7) Owner is to verify all loads and criteria. Owner is to verify locations of doors and windows. The job will not start until FBC receives a signed purchase agreement prior to the start date allowing adequate time for FBC to secure materials and manpower. Any work that needs a change order will not be started by FBC until a change order has been signed authorizing the additional work and price and is delivered to FBC's office and accepted by an authorized officer of FBC. Non-standard terms must be agreed to in writing in advance by FBC's credit department and officers prior to acceptance of this agreement.
- (8) For RV/Carport structures with drilled piers, auger impenetrable material such as rock or frost, or subsurface water which might be encountered in the course of drilling may result in additional costs.



WARRANTY

- (a) Notwithstanding anything to the contrary in this Contract, FBC warrants to the Buyer that the Work will be free from defects not inherent in the quality required or permitted by this Contract. Work not conforming to these requirements may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by FBC, improper, or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- (b) If, within **One Year** after the date of substantial completion of the Work any of the Work is found to be not in accordance with the aforesaid warranty, FBC shall be given the opportunity to correct it promptly after receipt within the aforesaid **One Year** period of written notice from the Buyer to do so unless the Buyer has previously given FBC a written acceptance of such condition. The Buyer shall give such notice within five (5) days after discovery of the condition. During the two-year period for correction of the work, if the Buyer fails to so notify FBC and give FBC an opportunity to make the correction, the Buyer waives the rights to require correction by FBC and to make a claim for breach of warranty. The **One Year** period for correction of the work shall be extended with respect to portions of the work first performed after substantial completion by the period of time between substantial completion and the actual performance of the work.

WARRANTY NOTES:

1. If Buyer fails to make payment of any sum due under this contract, all warranties provided hereunder are void.
2. Personnel Doors are not under Warranty, once installed they are the responsibility of the Owner/Contractor.
3. Warranty for materials and labor are not transferrable.
4. This Warranty will be Buyer's sole and exclusive remedy, and FBC's sole and exclusive obligation, regarding Warranty claims. In order to maintain this product Warranty, Buyer must give written notice to FBC prior to any work being performed. In no event will Warranty include the cost of removal, reinstallation, or shipping. **IN CONSIDERATION OF THE FOREGOING, SUPPLIER EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

OTHER DISCLAIMERS

LATE PAYMENTS: If Buyer fails to timely make progress payments on the agreed payment terms FBC will be entitled to stop work until all payments become current. If FBC has to re-mobilize due to late payment a change order will be issued for the re-mobilizing costs.

ENTIRE AGREEMENT: This Agreement represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

TERMINATION FOR CONVENIENCE: If Buyer terminates this contract for convenience, Buyer shall pay FBC for all work executed, all demobilization costs, and for all documented loss, cost, and expense associated with the early termination, and reasonable damages including lost profits and opportunity costs resulting from the early termination.

SUSPENSION OF WORK: Should Buyer suspend work on the project for reasons outside of FBC's control and without its fault or negligence, then Buyer shall pay FBC for its de-mobilization and re-mobilization costs as well as any delay or impact costs incurred during the period of suspension.

FBC EQUIPMENT: FBC will rent, lease or supply equipment to conduct its scope of work. The listed equipment is intended to be used by FBC employees only while conducting FBC's contracted scope of work only and this equipment may not be used by the Buyers, Superintendent, Owner, or any other Contractor on the project, FBC does not carry liability insurance for any such use, and it is therefore strictly prohibited.



SAFETY RAILING: FBC is not responsible for the OSHA-approved site safety railing on Multi-Story Buildings. This is the sole responsibility of the GC/Owner and this includes guard rails on elevator shafts and stairwells or any other opening in masonry. FBC does not carry liability insurance for such requirements and therefore expressly excludes responsibility for the installation and maintenance of same.

PARAPET CAPPING: FBC is not responsible for the temporary drying in of parapet walls, this is the sole responsibility of the Owner/GC. Once the exterior of the building is 100% erected FBC will field measure and custom order the parapet capping. Any temporary dry-in measures are not the responsibility of FBC.

GUTTERS & DOWNPIPES: FBC is not responsible for gutter & downpipe damage due to the accumulation of leaves; it is imperative that Owner/Manager Clean to prevent damage resulting from blocked gutters & downpipes can cause. FBC is not responsible for any water infiltration due to blocked gutters & downpipes due to been blocked.

Volatility of The Steel Market

This contract is subject to the terms and conditions that follow, all prices are valid for delivery within (8) weeks from the date of proposal, and written approval of submittal drawings.

Steel supply remains on allocation from the mills and our vendors, pricing is estimated at current market rates, any volatility resulting in price increases or decreases could be passed along to the buyer at the discretion of the seller. Buyer and Seller agree to a reasonable exit clause should construction cost escalation make honoring this agreement unviable to either party.

SUPPLY CHAIN DISRUPTIONS: Forge Building Company shall not be held responsible for financial damages as a result of supply chain disruption, shortages, and/or delays.

This contract is subject to the terms and conditions that follow, all prices are valid for delivery within (8) weeks from date of proposal, and written approval of submittal drawings.

Accepted By Buyer:

Accepted By Seller:

Company: _____

Company: Forge Building Company, LLC.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Date: _____

Date: _____

Initial _____



TERMS AND CONDITIONS OF SALE

ALL REFERENCES TO “FBC” REFER TO Forge Buildings Co., LLC

1. All payments are due and payable at the offices of FBC, 2785 N. Bogus basin Rd., Boise, ID 83702, and shall be deemed made upon appropriate acknowledgement of receipt thereof by an authorized agent of FBC. The Boise office of FBC shall be the place of performance of this contract. Five percent (5%) retainage will be withheld on labor only. Engineering and materials are not subject to retainage for the duration of the Agreement.
2. Unless specifically enumerated herein, the price set forth in the invoice does not include any taxes, assessments, bonds, liens, charges, or the like, including but not limited to excise taxes, use taxes, sales taxes, occupational taxes, value added taxes, federal, state, or local taxes or the like. Any and all assessments, demands, invoices, and claims for taxes may be made at any date whatsoever, regardless of the date, if any, of the invoice for the underlying sale.
3. Interest accrues at the higher of the maximum interest rate allowed by law or 1% per month (12 % per annum) on the unpaid past due balance. The past due balance is that sum owed to FBC and not paid within 30 days from the date of invoice. Interest, when accrued, becomes part of the principal, and is added thereto and the total figure is then subject to subsequent interest charges. Any and all payments of whatever type or nature forwarded by buyer to FBC and received thereby without specific direction as to application, shall be first applied to the oldest unpaid balance and any accrued interest thereon, and the remainder thereof shall be applied to any remaining accrued interest and the balance of current charges, if any.
4. Buyer hereby grants to FBC a security interest in all of the goods, wares, merchandise, equipment, and the like, in any and all accessions, accessories, additions, substitutions, replacements, and proceeds of any kind, regardless of the source thereof, including but not limited to insurance proceeds, damage claims, and the like described in and being purchased by the buyer in any and all invoices of whatever type or nature for the sale and delivery of said items of personal property by FBC to the buyer. FBC shall have all rights under the Idaho Commercial Code. **This instrument is a contract and a security agreement and may be filed with Secretary of State as and for a financing statement.**
5. All orders, requests for purchases of goods, and the like are subject to the approval and acceptance of FBC on its order verification form. **The contract by and between the parties hereto shall be strictly set forth in these terms and conditions and the order verification form, and it is expressly understood, without reservation, that any purchase order, contract, confirmation order, confirmation memorandum, or the like issued by the buyer shall have absolutely no force or effect; and all provisions contained in any written representation by the buyer herein contrary to the terms and conditions contained herein, or the order or verification form shall have no force or effect.** It shall be the buyer’s responsibility to notify FBC immediately upon receipt of the order verification form of any discrepancy.
6. Buyer shall assume responsibility for the accuracy of verbal orders unless written confirmation is received prior to fabrication. Confirming orders shall be marked “Confirming Order – Do Not Duplicate.”
7. **DISCLAIMER OF WARRANTY; FBC SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT AND OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE TO BUYER ARISING OUT OF DELAY IN CARRYING OUT THIS CONTRACT DUE TO FIRE, STRIKE, ACT OF GOD, WAR, INSURRECTIONS, LABOR DISTURBANCE, MOB ACTION, ACT OF GOVERNMENT, LOSS, DAMAGE OR DELAY OF MATERIALS, FLOODS, STORMS, INABILITY TO OBTAIN MATERIALS, OR ANY OTHER ACTS OR CIRCUMSTANCES OUTSIDE THE CONTROL OF FBC.**
8. Buyer may cancel an order by giving written notice to FBC, return receipt requested and by no other method. In the event of such cancellation, buyer agrees to pay to FBC for all actual costs and damages incurred by FBC in preparing to perform terms of the order and in performing the terms prior to receipt by FBC of such written notice, including, but not limited to FBC’s expenses of engineering, purchase of materials, fabrication and overhead.
9. If at buyer’s request the delivery of material is delayed, payment for the invoices and all of the same including any and all accrued costs and interest shall be due regardless of delay. Buyer shall reimburse FBC for the costs of storing



materials if shipment is delayed at buyer's request or for any other reason outside the control of FBC as set forth in Paragraph 9, above.

10. All fabrication shall be performed in accordance with FBC's standard industrial practices, which may be changed from time to time, and without notice to buyer or any person whatsoever.
11. FBC fabrication crews are on hiatus on Christmas day through New Year's Day. When applicable, Buyer shall assume responsibility for accommodating this hiatus in the overall project schedule.
12. **FBC SPECIFICALLY WARRANTS ITS PRODUCTS AGAINST FAILURE DUE TO DEFECTIVE WORKMANSHIP OR MATERIALS, PROVIDED, HOWEVER, THAT FBC'S LIABILITY SHALL BE STRICTLY LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PARTS, F.O.B. ITS PLANT, (DISMANTLING AND INSTALLATION ARE NOT INCLUDED), OR REPAIR OF DEFECTIVE PARTS, AT THE CHOICE OF FBC, WITHOUT NOTICE, IN ITS ABSOLUTE DISCRETION, FBC DOES NOT WARRANT PRODUCTS WHICH ARE NOT MANUFACTURED BY FBC AND ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR OTHERWISE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED AND SOLD "AS IS, WHERE IS", FBC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY SOLD UNDER THIS CONTRACT, OTHER THAN AS STATED HEREIN. CLAIMS FOR SHORTAGES OR DEFECTIVE MATERIALS OR FOR ANY OTHER REASON MUST BE MADE TO FBC IN WRITING, RETURN RECEIPT REQUESTED, WITHIN FIVE (5) DAYS AFTER RECEIPT OF SAID SHIPMENT, OR SHALL BE CONCLUSIVELY WAIVED. ANY UNAUTHORIZED ALTERATIONS OR REPAIRS ON ANY FBC ITEM SHALL VOID ANY AND ALL WARRANTIES. ALL WARRANTIES EXPIRE ONE YEAR FROM ACCEPTANCE. ADDITIONALLY, IF THE BUYER DEVIATES FROM FBC'S ENGINEERED PLANS IN THE ASSEMBLY OF FBC PRODUCTS, INCLUDING THE FOUNDATION, FBC SHALL BE RELIEVED OF ANY LIABILITY THAT MAY RESULT THEREFROM.**
13. These terms and conditions are binding upon all parties hereof, their successors, assigns, affiliates, subdivisions, subsidiaries, officers, directors, shareholders, assignees, and privies. Any deviation from these terms and conditions without the express or written consent of an authorized agent of FBC shall therefore be deemed a default hereunder and shall entitle FBC to accelerate, without notice and at its option, any and all unpaid balances due FBC and shall entitle FBC to enforce any and all of its legal rights, including, but not limited to repossession of any items in which FBC may maintain a security interest pursuant to Paragraph 4, above.
14. Buyer agrees to pay any and all collection charges, attorney's fees, court costs, investigator's fees, repossession charges, refurbishing charges of whatever type or nature incurred or paid by FBC in the enforcement of any and all rights against said Buyer for any reason whatsoever. The liability of buyer for such attorney's fees shall extend to any charge incurred by FBC for protection of its rights, whether legal action is taken or otherwise.
15. Escalation Costs are volatile and can only be quantified at date of proposal. Contract price is confirmed for shipments and construction starting within 8 weeks of date of proposal. Forge will notify customers of any fluctuations in costs when we are notified, and Forge reserves the right to re-evaluate costs for labor and material at release for production and pass along and or/negotiate any increases or decreases to the client.



CUSTOMER INFORMATION FORM

All questions must be answered. If not applicable, please indicate as such.

COMPANY INFO

Legal Company or Name of "Buyer": _____

Mailing Address: _____

City/State/Zip: _____

Company Type: Sole Proprietor Partnership Corporation LLC Other

Tax ID Number (TIN) _____

OWNER INFO

Owner's Company: _____ Contact Name: _____

Phone: _____ Email: _____

PROJECT INFO

Project Address: _____
Exact Address or Parcel Information

City/State/ Zip: _____

General Contractor (If Applicable): _____

Project Manager (PM) Contact: _____

PM Phone: _____ PM Email: _____