



**Buyer's Information**

Buyer Name: **Cross Development LLC**  
 Address: **9641 Kenwood Rd.**  
 City, State, Zip: **Cincinnati, OH 45242**  
 Phone/Fax: **(513) 505-2714**  
 Attention: **Nick Fore**  
 Email: **nfore@crossdevelopment.net**

**Owner's Information**

Owner Name: **Same as buyer** PO #:  
 Address:  
 City, State, Zip:  
 Phone/Fax:  
 Email:

**Mail Drawings and Documents**

Attention:  
 Address:  
 City, State, Zip:  
 Phone/Fax:  
 Mail DWG's 2nd Day Priority  Customer Pick-Up  
 Mail DWG's Overnight  Hand Carry

**Jobsite and End-Use Information**

Company Name: **Caliber Collision - Proto 161**  
 End Use: **Commercial**  
 Jobsite Address:  
 City, State, Zip: **Yukon, OK 73099**  
 County: **Canadian**

**Job / Quote**

Quote #: **Q3-111 (Proto 161)** Version #: **22.06R01**  
 Sales Order #: Job #:  
 Salesperson: **Steve Olson** Estimator: **KMR/KRT**  
 Project Status: **FOR PRODUCTION**

**Y/N Drawings and Documents**

**Y** (1) Letter Of Certification (LOC)  
**N** (2) Sets Of Approval Drawings  
**Y** (2) Sets Of Permit Drawings  
**Y** (3) Sets Of Construction Drawings  
**N** (2) Sets Of Design Calculations (\$500.00 min.)  
**Y** (2) Sets Of Anchor Bolt Plans  
**Y** Engineer's Seal; State: **OK**  
**Y** Mail to Buyer's Address  
**Y** Email Drawings To: **Nick Fore**  
 Email: **nfore@crossdevelopment.net**

**Additional Sets of Drawings Required**

# of Sets: Type of DWG:

**Other Drawings and Documents Requirements**

**NONE**

Note: Additional Sets is \$50.00 each, Overnight DWG's is \$75.00

**Shipping Information**

Contact: **Nick Fore**  
 Shipping Address:  
 City, State, Zip: **Yukon, OK 73099**  
 Phone/Fax: **(513) 505-2714**

This quotation is VOID after 5 days unless a written extension is provided by RIGID's home office in Houston, TX

Date: **2/21/2023**

The undersigned buyer hereby offers to purchase the custom designed RIGID Building(s) described on this form as designated below:

Tax Certificate Included Shipping Point: **HOUSTON, TX**

BUYER AGREES TO PAY RIGID THE TOTAL PRICE

Terms: (Pending Credit Approval)

Pre-Paid  Consolidated Freight  Customer Pick-Up

**Net 30**

FOB Jobsite  FOB Plant

Valid Tax Certificate must be on File at Effective Date of Contract

I have read RIGID Global Buildings terms and conditions (attached) and accept them as part of this contract:

ACCEPTANCE

Dated This \_\_\_\_\_ day of \_\_\_\_\_, 2023

Buyer

Title

Price: \$	<b>294,249</b>
* Tax: \$	-
Total: \$	<b>294,249</b>
Deposit: \$	-
Balance Due: \$	<b>294,249</b>
* This Estimate of Taxes to be Finalized upon Invoice.	

RIGID GLOBAL BUILDINGS, LTD. (RIGID), acting at its home office in Houston, TX hereby accepts the foregoing Offer to Purchase, SELLER

Rigid Global Buildings

Title

Date

**Building Codes and Loads** **Building: A**

<b>DESIGN CODE</b>	IBC 18	<b>COMPLEXITY: 3.98</b>
<b>ENCLOSURE</b>	Closed	
<b>DEAD LOAD (psf)</b>	<b>Metal Building Structure only by RGB</b>	
<b>COLLATERAL LOAD</b>	6.00 psf	
<b>WIND LOAD</b>		Building Occupancy: <b>II - Normal</b>
Basic Wind Speed (3 sec gust):	<b>110 mph</b>	
Wind Importance Factor (Iw):	<b>1</b>	
Wind Exposure:	<b>C</b>	
<b>LIVE LOAD</b>		
Primary Framing:	<b>20.00 psf</b>	
Trib. Area Reduction:	<b>Yes</b>	
Secondary Framing:	<b>20.00 psf</b>	
<b>SNOW LOAD</b>		
Ground Snow Load (Pg):	<b>10.00 psf</b>	
Roof Snow Load (Pf):	<b>7.00 psf</b>	
Snow Exposure Factor (Ce):	<b>1.00</b>	
Snow Importance Factor (Is):	<b>1.00</b>	
Thermal Factor (Ct):	<b>1.00</b>	
<b>SEISMIC LOAD</b>		
Seismic Importance Factor (Ie):	<b>1.00</b>	
Site Class:	<b>D</b>	
Mapped Spectral Response Acceleration:	<b>Ss= 0.335</b>	<b>S1 = 0.082</b>
Spectral Response Coefficient:	<b>Sds= 0.342</b>	<b>Sd1 = 0.131</b>
Seismic Design Category:	<b>C</b>	
<b>RAINFALL INTENSITY (inches / Hr):</b>	<b>I1 = 8</b>	<b>I2 = 11</b>

**General Notes**

1. RGB deflections as per RGB standard for metal wall panels.
2. Girts to be 4' o.c. on shop area and detail bay. Standard girt spacing for detail bay and part storage.
3. All walls of shop, detail and parts building to be sheeted with 26Ga PBR panels in Spec 2000 finish. Parts building open to 8'-6"
4. No roof screens included.
5. Overframing (cricket) is not required
6. No RTU support or roof curbs included. All HVAC units to be ground mounted. Curbs are included for paint booth, mixing & exhaust fans
7. 11' clearance under haunch on RF at FL 3.B at Building B
8. Detail bay to be fully lined on 3 walls with 26Ga PBR panels in Solar white
9. RGB to provide support for fans in shop area.
10. Full wrap jamb trim provided for all framed openings.
11. Gabled shop building and single slope office buildings as per new 161 proto

General Notes

Building:

12. Roof and Wall Insulations are By Others.

13. For Building "A" - Office Area

13.1. RGB to provide wall girts starting at 12'-0" a.f.f. on areas with Stucco / Stone Veneer (by Others). Wall girts will be 2'-0" O.C. up to the parapet. No substrate panels on these area. Except at Line B/6.4-7.

13.2. RGB to provide wall girts at 2'-0" O.C. at Line B/6.4-7.

13.3. RGB to provide parapet framing as shown in dwg. A2.0. Face panel to be Stone Veneer and Stucco (By Others). RGB to provide hot rolled parapet top beams. Back panels is 26 Ga PBR Panel Color: Saddle Tan. Height of parapet varies from 20'-9" to 26'-0.

13.4. RGB to provide 26 Ga PBR panel in Saddle Tan color at the wall on top of Shop Bldg Roof Line.

13.5. RGB to provide cap trims in Burnished Slate color.

13.6. RGB to provide Tube Headers with plate to support canopy. All canopies to be supplied By Others.

14. For Building "B" - Shop Area

14.1. RGB to provide girts 2'-0" O.C. up to 7'-9" a.f.f. for the interior wall (High Fire Treated Plywood) attachment supplied By Others. The rest of the girts will be as per RGB design. RGB to provide 26 Ga. PBR panels in Saddle Tan color.

15. Building C - Details/Parts

a) 26Ga PBR Solar White roof panels.

b) Provided 26Ga PBR Solar white full height wall liner panels at detail bay.

c) 8.5' skirt wall at Parts bay.

**EXCLUSIONS:** Anchor bolts, Roof & wall insulations, Roof liners, Interior wall partitions, Overhead doors, Walkdoors, Windows, Exhaust fans, Louvers, Roof decktites & roof jacks, RTU supports (if any), RTU screenwalls, Access ladders, Pipe bollards, Galvanizing, Special paint finish, Building erection, Foundation works, Design calculations, Off-loading and storage of steel materials at jobsite, Other items not specifically mentioned as included in this quotation.

<b>Building Information</b>	<b>Building: A</b>
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Frame Type: **SINGLE SLOPE**  
 Column Type: **STRAIGHT**  
 SW Girt Type: **Flush (Front)**  
                   **Flush (Back)**  
 Concrete Notch Width: **0 (No Notch)** In.

Building Width: **26.5** Ft.  
 Building Length: **95** Ft.  
 Eave Height: **18.67** Ft. (Back)  
                   **19.77** Ft. (Front)  
 Roof Slope: **0.5:12**

<b>Rigid Frame Geometry</b>
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**(1) CLEAR SPAN**  
**(3) CLEAR SPAN**  
**(1) CLEAR SPAN**  
**(1) CLEAR SPAN**

Bay Spacing (Ft.): **1@22.75, 1@16.83, 1@19.67, 1@17, 1@18.75**

<b>Structural Coating</b>				
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	Red Oxide	Gray Oxide	Pre- Galv.	Hot Dip Galv.	Black (No Paint)
Primary:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secondary:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Left Endwall</b>
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Frame Type: **MAIN FRAME (NON-EXPANDABLE)**  
 Col. Spacing (Ft.):  
  
 Girt Type:

<b>Right Endwall</b>
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Frame Type: **MAIN FRAME (EXPANDABLE)**  
 Col. Spacing (Ft.):  
  
 Girt Type:

<b>Open Wall ( Partial Wall / Open Bay)</b>
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Front: **22.75 W x 10 Ht / 72.25 W x 12 Ht**  
 Back: **Full W x Various height; Open to Bldg B**  
 Left: **26.5 W x 10 Ht; Stonevener/Stucco by Others**  
 Right:  
 Common  
**Note:** Columns will remain in open wall unless noted

<b>Bracing</b>
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Front: **Wind Bents**  
 Back: **Wind Bents**  
 Left: **Rigid Frame**  
 Right: **Rigid Frame**  
 Common

<b>Roof</b>
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Roof Panel: **HI-TECH** **24 Ga.**  
 Roof Color: **SOLAR WHITE**  
 Member Screws: **Drillers-LongLife** Length: **Medium**  
 Stitch Screws: **Drillers-LongLife**  
 Clip Type: **4.5 in. HF** Clip  
 Thermal Block: **0.625 in.**

	<u>Style</u>	<u>Color</u>	<u>Ga.</u>
Eave Trim:	<b>Panel Cap</b>	<b>BURNISHED SLATE</b>	<b>26</b>
Rake Trim:	<b>Sculptured</b>	<b>BURNISHED SLATE</b>	<b>26</b>
Gutter:	<b>Sculptured Gutter</b>	<b>BURNISHED SLATE</b>	<b>26</b>

<b>Wall</b>
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Wall Panel: **PBR** **26 Ga.**  
 Wall Color: **SADDLE TAN**  
 Member Screws: **Drillers-LongLife** Length: **Long**  
 Stitch Screws: **Drillers-LongLife**  
 Base:

	<u>Style</u>	<u>Color</u>	<u>Ga.</u>
Corner Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Jamb Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Base Trim:			
Downspout:	<b>Corrugated Downspout</b>	<b>BURNISHED SLATE</b>	<b>26</b>

<b>Wainscot Panels</b>									
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	<u>Option</u>	<u>Height</u>	<u>Base</u>	<u>Panel</u>	<u>Color</u>	<u>Ga.</u>	Trim:	<u>Top Color</u>	<u>Base Color</u>	<u>Ga.</u>
Front Sidewall:										
Back Sidewall:										
Left Endwall:										
Right Endwall:										

<b>Liner Panels</b>									
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	<u>Liner Panel - Height x Length</u>	<u>Panel</u>	<u>Color</u>	<u>Ga.</u>	<u>Trim</u>	<u>Color</u>	<u>Ga.</u>
Roof Liner:							
Front Sidewall:							
Back Sidewall:							
Left Endwall:							
Right Endwall:							

**Insulation**

**Skylight / Wall Light Panels**

**Building: A**

Type Insulation      Thickness

Qty,   Type,      Length

Roof Insulation:      **OS (BY OTHERS)**

Skylight:

Wall Insulation:      **OS (BY OTHERS)**

Wall Light:

**It is the Buyer's responsibility to ensure that their insulation system will not conflict with the purlin and girt sag strap design.**

**Gable / Eave / Canopy Extensions**

Location                      Width x Length at Height (Gutter / Downspout)                      Panel                      Color                      Ga.

Left Endwall Gable Ext:

Right Endwall Gable Ext:

Front Sidewall Eave Ext:

Back Sidewall Eave Ext:

Left Endwall Canopy Ext:

Right Endwall Canopy Ext:

Front Sidewall Canopy Ext:

Back Sidewall Canopy Ext:

**Framed Openings**

(Qty) - Width x Height

(Qty) - Width x Height

Left Endwall:

Front Sidewall:

Right Endwall: ( 1 ) 3.3333 W x 7.1667 H

Back Sidewall:

Are all accessories listed herein, (provided by others) designed to withstand the required wind load?

Yes       No

If NO, building shall be designed for partially open condition

**Accessories**

(Qty) Accessory # - Type / Description

((Qty) Accessory # - Type / Description

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**Walk Door and Lock Accessories**

(Qty)      Size-Type-Handle      Color      Door Swing      Panic Hardware      Girt      Lock Type      Door Closer      Keyed Alike



<b>Building Information</b>	<b>Building: B</b>
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Frame Type: **GABLE**  
 Column Type: **TAPERED**  
 SW Girt Type: **Bypass (Front)**  
                   **Bypass (Back)**  
 Concrete Notch Width: **1.5 In.**

Building Width: **95 Ft.**  
 Building Length: **143.17 Ft.**  
 Eave Height: **14 Ft. (Back)**  
                   **14 Ft. (Front)**  
 Roof Slope: **1:12**

<b>Rigid Frame Geometry</b>
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**(2) CLEAR SPAN**  
**(2) CLEAR SPAN**  
**(1) CLEAR SPAN**

Bay Spacing (Ft.): **1@22.67, 1@31.5, 3@27.5, 1@6.5**

<b>Left Endwall</b>
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Frame Type: **BEARING FRAME**  
 Col. Spacing (Ft.): **1@28.38, 1@28.63, 1@18.88, 1@19.13**

Girt Type: **Flush**

<b>Open Wall ( Partial Wall / Open Bay)</b>
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Front:  
 Back:  
 Left:  
 Right: **95 W x FULL Ht; Open to Bldg A**  
 Common

**Note:** Columns will remain in open wall unless noted

<b>Roof</b>
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Roof Panel: **HI-TECH 24 Ga.**  
 Roof Color: **SOLAR WHITE**  
 Member Screws: **Drillers-LongLife** Length: **Medium**  
 Stitch Screws: **Drillers-LongLife**  
 Clip Type: **4.5 in. HF** Clip  
 Thermal Block: **0.625 in.**

	<u>Style</u>	<u>Color</u>	<u>Ga.</u>
Eave Trim:	<b>Panel Cap</b>	<b>BURNISHED SLATE</b>	<b>26</b>
Rake Trim:	<b>Sculptured</b>	<b>BURNISHED SLATE</b>	<b>26</b>
Gutter:	<b>Sculptured Gutter</b>	<b>BURNISHED SLATE</b>	<b>26</b>

<b>Wall</b>
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Wall Panel: **PBR 26 Ga.**  
 Wall Color: **SADDLE TAN**  
 Member Screws: **Drillers-LongLife** Length: **Long**  
 Stitch Screws: **Drillers-LongLife**  
 Base: **Base Channel**

	<u>Style</u>	<u>Color</u>	<u>Ga.</u>
Corner Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Jamb Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Base Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Downspout:	<b>Box Downspout</b>	<b>BURNISHED SLATE</b>	<b>26</b>

<b>Wainscot Panels</b>
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	<u>Option</u>	<u>Height</u>	<u>Base</u>	<u>Panel</u>	<u>Color</u>	<u>Ga.</u>	<u>Trim: Top Color</u>	<u>Base Color</u>	<u>Ga.</u>
Front Sidewall:									
Back Sidewall:									
Left Endwall:									
Right Endwall:									

<b>Liner Panels</b>
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	<u>Liner Panel - Height x Length</u>	<u>Panel</u>	<u>Color</u>	<u>Ga.</u>	<u>Trim</u>	<u>Color</u>	<u>Ga.</u>
Roof Liner:							
Front Sidewall:							
Back Sidewall:							
Left Endwall:							
Right Endwall:							







<b>Building Information</b>	<b>Building: C</b>
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Frame Type: **SINGLE SLOPE**  
 Column Type: **STRAIGHT**  
 SW Girt Type: **Flush (Front)**  
                   **Flush (Back)**  
 Concrete Notch Width: **1.5 In.**

Building Width: **26.46 Ft.**  
 Building Length: **55.83 Ft.**  
 Eave Height: **11 Ft. (Back)**  
                   **13.2 Ft. (Front)**  
 Roof Slope: **1:12**

<b>Rigid Frame Geometry</b>
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(1) CLEAR SPAN  
 (2) CLEAR SPAN

Bay Spacing (Ft.): **2@27.92**

<b>Left Endwall</b>
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Frame Type: **MAIN FRAME (EXPANDABLE)**  
 Col. Spacing (Ft.): **1@26.46**

Girt Type: **Flush**

<b>Open Wall ( Partial Wall / Open Bay)</b>
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Front: **55.834 W x FULL Ht; Commonwal w/ Bldg B**  
 Back: **27.916 W x 8.5 Ht; Chainlink fence by Others**  
 Left:  
 Right: **26.458 W x 8.5 Ht; Chainlink fence by Others**  
 Common

**Note:** Columns will remain in open wall unless noted

<b>Roof</b>
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Roof Panel: **PBR 26 Ga.**  
 Roof Color: **SOLAR WHITE**  
 Member Screws: **Drillers-LongLife** Length: **Medium**  
 Stitch Screws: **Drillers-LongLife**

	<u>Style</u>	<u>Color</u>	<u>Ga.</u>
Eave Trim:	<b>Panel Cap</b>	<b>BURNISHED SLATE</b>	<b>26</b>
Rake Trim:	<b>Sculptured</b>	<b>BURNISHED SLATE</b>	<b>26</b>
Gutter:	<b>Sculptured Gutter</b>	<b>BURNISHED SLATE</b>	<b>26</b>

<b>Right Endwall</b>
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Frame Type: **MAIN FRAME (EXPANDABLE)**  
 Col. Spacing (Ft.): **1@26.46**

Girt Type: **Flush**

<b>Bracing</b>
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Front: **Wind Bents**  
 Back: **Torsional Bracing**  
 Left: **Rigid Frame**  
 Right: **Rigid Frame**  
 Common

<b>Wall</b>
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Wall Panel: **PBR 26 Ga.**  
 Wall Color: **SADDLE TAN**  
 Member Screws: **Drillers-LongLife** Length: **Long**  
 Stitch Screws: **Drillers-LongLife**  
 Base: **Base Channel**

	<u>Style</u>	<u>Color</u>	<u>Ga.</u>
Corner Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Jamb Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Base Trim:	<b>Standard Trims</b>	<b>SADDLE TAN</b>	<b>26</b>
Downspout:	<b>Box Downspout</b>	<b>BURNISHED SLATE</b>	<b>26</b>

<b>Wainscot Panels</b>
------------------------

	<u>Option</u>	<u>Height</u>	<u>Base</u>	<u>Panel</u>	<u>Color</u>	<u>Ga.</u>	<u>Trim: Top Color</u>	<u>Base Color</u>	<u>Ga.</u>
Front Sidewall:									
Back Sidewall:									
Left Endwall:									
Right Endwall:									

<b>Liner Panels</b>
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	<u>Liner Panel - Height x Length</u>	<u>Panel</u>	<u>Color</u>	<u>Ga.</u>	<u>Trim</u>	<u>Color</u>	<u>Ga.</u>
Roof Liner:							
Front Sidewall:							
Back Sidewall:	<b>Full height by 27.917 ft wide</b>	<b>PBR</b>	<b>SOLAR WHITE</b>	<b>26</b>	<b>Standard Trims</b>	<b>SOLAR WHITE</b>	<b>26</b>
Left Endwall:	<b>Full height by 26.333 ft wide</b>	<b>PBR</b>	<b>SOLAR WHITE</b>	<b>26</b>	<b>Standard Trims</b>	<b>SOLAR WHITE</b>	<b>26</b>
Right Endwall:							



<b>Load Conditions</b>	<b>Building: A</b>
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Each condition must be selected as "YES" or "NO". Also, selection must correspond with Wind Exposure and Snow Exposure factors listed on page 2 of this order form.

- | <u>Yes</u>                          | <u>No</u>                           | <u>Snow Load</u>   |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the new building located within 20ft of any existing building structures? If YES, provide sketch showing distances of all existing structure to the new building. Indicate also the eave height, width, length, roof slope and ridge orientation of the existing buildings. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will the new building tie- in to the existing building structures? If YES, provide sketch and detail common wall condition. Indicate also the eave height, width, length, bay spacing, roof slope and ridge orientation of the existing buildings.                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will the building have roof insulation and be used continuously as heated structure?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the building unheated, but insulated?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the building unheated and without roof insulation?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If the building is a greenhouse, will it be continuously heated at maintained temperature of 50°F or higher during winter months and the roof material will have a thermal resistance, R-value, less than 2 ft <sup>2</sup> x h x F°/Btu?                                      |

- | <u>Yes</u>                          | <u>No</u>                           | <u>Wind Load</u>   |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the new building located in urban or sub-urban areas, wooded areas or other terrain with densely spaced structures or obstruction having the size of a single family dwelling or larger?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the new building located in flat, open, country, grasslands, open terrain with scattered obstructions having heights generally less than 30ft. or in shorelines on hurricane prone areas?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the building facing vast flat, unobstructed areas exposed to wind flowing over large bodies of water?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the building located on the upper half of an isolated hill, ridge or near the crest of an escarpment, constituting abrupt changes in the topography? If YES, provide RGB information required on the Site Topography form TP01. If NO, Kzt shall be equal to 1.0. |

<b>Other Documents</b>
------------------------

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Sketch               | <input type="checkbox"/> By RGB         | <input type="checkbox"/> By Customer          | <input type="checkbox"/> Specs: _____      |
| <input type="checkbox"/> Plans: _____         |   | Issue Date: _____                             |  |
| <input type="checkbox"/> Color Selection Form | <input type="checkbox"/> Site Topo TP01 | <input type="checkbox"/> Jib Crane Info JCS00 | <input type="checkbox"/> Crane Info CI S01 |

<b>Quote Policy</b>
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Rigid Global Buildings ("RGB") has developed this quotation for a metal building based on information received by fax, telephone, email or in person. All materials quoted are to RGB standards unless specifically noted as clarifications on this quote form. RGB does not make any warranties nor does RGB warrant that the attached quote requested by Builder/Contractor/End User meets any plans and/or specifications.

If plans and/or specifications are submitted, this quotation is based on RGB interpretations and clarifications provided with this quotation. In the case of any discrepancy between the plans and/or specifications, this quotation will govern. Under no circumstances shall RGB be liable for furnishing any items unless said items are specifically included in writing on the attached RGB quotation.

For ordering instructions and information on requirements; visit <http://www.rigidbuilding.com>

## I. Payment Terms

**A.** Unless otherwise pre-approved by SELLER'S Credit Department, payment shall be Net Cash (COD, Cashiers Check, No Company Check), or Letter of Credit, upon delivery to the jobsite, or upon offer to deliver.

**B.** Payments are to be made in lawful currency of the United States at Houston, Texas, without deduction of any kind. Payment in cash for materials, applicable taxes, and freight charges will be due upon each shipment, or if shipment is delayed at request of BUYER, upon offer to make shipment. If shipment of any materials is delayed or is not in accordance with this Contract, the BUYER'S obligation for the remainder of the material shall not be affected thereby. BUYER shall be responsible for all loss or damage to material f.o.b. point of purchase, and for accurately receipting each shipment. If, at BUYER'S request, material is stored at SELLER'S plant prior to delivery but after SELLER has made an offer to deliver the materials, BUYER shall pay storage at \$75.00 per trailer per day. SELLER does not have inside storage available to protect the materials from the elements, and therefore shall not be responsible for damage resulting from outside storage.

**C.** Fabrication and shipments shall be subject to approval of SELLER'S Credit Department. SELLER reserves the right, at any time prior to final payment, to require BUYER to provide satisfactory additional security for performance of BUYER'S obligations. If BUYER fails to fulfill the terms of payment, SELLER may suspend additional shipments or may, at its option, cancel the uncompleted work to be performed under the contract. Payments not made when due shall bear interest from the time they are due until paid at the rate of 18% per annum, or the highest non-usurious rate which may be held to apply to the transaction, whichever is less. If collection of the amount due under the contract requires legal counsel or procedures, BUYER agrees to pay reasonable attorney's fees and collection expenses, which shall not be less than 15% of the principal and interest then due. In addition to attorney's fees, collection expenses include: costs of court, filing fees, transcript fees, expert witness fees and other related expenses incurred by SELLER. No failure of the SELLER to exercise any right occurring from default of the BUYER shall impair the SELLER'S rights in case of any subsequent default.

**D.** The indebtedness due SELLER as evidenced by this agreement, together with any other indebtedness due to SELLER from BUYER, is secured by the chattel mortgage lien upon all materials sold by BUYER, and title to all such materials shall remain with SELLER until all indebtedness due, including interest and other charges, is fully paid.

**E.** Changes in the work within the general scope of this Contract, such as additions, deletions, changes in schedule, or other revisions, shall not be binding on SELLER until agreed to in writing.

## II. Acceptance

**A.** This proposal is not a contract until signed by the authorized representatives of SELLER. BUYER'S agreement shall be evidenced by signature or by acceptance of any performance. Once accepted, this document, BUYER'S drawings and specifications listed on page 1 (exclusive of legal terms), the SELLER'S design, engineering and shipping documents, and any approval drawings, constitute the entire agreement between BUYER and SELLER.

**B.** SELLER objects to the inclusion of any different or additional terms by BUYER in BUYER'S acceptance of this Contract. If any of the terms herein are different from, or additional to, any terms in BUYER'S Purchase Order, drawings, specifications, or any other document or communication submitted by BUYER, then the terms of this Contract shall control. Absent a signed agreement to the contrary, BUYER'S acceptance of any performance by SELLER affirms this Contract as the exclusive recitation of all terms and conditions for this transaction.

## III. Cancellation

If BUYER cancels this Contract, BUYER shall pay, immediately upon receipt of SELLER'S invoice, a cancellation fee equal to 20% of the Contract price plus all of SELLER'S additional damages including but not limited to engineering services at \$150.00 per hour, costs of raw materials, fabrication costs, and lost profit.

## IV. Delivery

Upon accepting this offer, SELLER will notify BUYER in writing of the estimated shipping date. However, such date is to be construed as an estimate only and SELLER shall not be liable to BUYER for any delay. References in any document to the effect that time is of the essence are specifically rejected by SELLER and form no part of this agreement. BUYER must accept delivery when tendered by SELLER and demurrage, off loading, or other costs of delay shall be paid by BUYER.

## V. Fabrication and Price Escalation

To avoid storage charges and damage to materials, fabrication will not commence until shortly before delivery. If the fabrication does not proceed within 20 days of SELLER'S original quotation, the price may be revised to reflect increases in freight, materials and/or labor costs. BUYER agrees to pay the revised price.

## VI. Limited Warranty

All products fabricated by SELLER are warranted against failure due to defective materials or workmanship for a period of one year after shipment. SELLER'S liability is

limited to furnishing (but not dismantling and installing) necessary replacement material f.o.b. factory with freight allowed to destination. SELLER reserves the right to determine what material or workmanship is defective. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE WARRANTY STATED HEREIN. Warranties on color coated panels, roof warranties, or any additional warranties of specific materials may, at SELLER'S sole option, be issued and shall be as stated in the warranty certificates so issued. SELLER is not responsible for damage arising from improper storage of materials prior to erection.

## VII. BUYER'S Responsibilities and Additional Terms

**A.** BUYER ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY FOR OFF-LOADING AT JOBSITE, ASSEMBLY, AND ERECTION OF MATERIALS PROVIDED HEREUNDER.

**B.** SELLER will furnish BUYER standard erection drawings for the erection or installation of SELLER'S products by the BUYER or BUYER'S agent. It is BUYER'S responsibility to employ only contractors and/or workmen who are competent and experienced in steel building erection. Shop details are not furnished unless specifically stated on the face hereof.

**C.** BUYER is solely responsible for all building permits, performance bonds, etc. and engaging an Engineer of Record (EOR). BUYER agrees to verify and advise SELLER of applicable building code and design load requirements. If SELLER provides approval drawings, those drawings supercede all prior design documentation and shall define the design and materials to be provided unless BUYER advises SELLER of changes prior to scheduling of production.

**D.** Any excise, privilege, occupation, sales, personal property or other taxes or fees (whether Federal, State or local) applicable to this transaction shall be paid by BUYER whether or not specifically set forth herein. Payment for additional materials or services not included in this contract, but required by the BUYER, shall be promptly made by BUYER on the same basis as the original sale, subject to the approval of the SELLER'S Credit Department.

**E.** The terms of BUYER'S contract with BUYER'S customer are not binding on SELLER and form no part of this Contract.

**F.** Claims for correction or alleged misfits will be disallowed unless SELLER has been given prior notice thereof and has been allowed to inspect and confirm such misfits. Ordinary inaccuracies of shop work shall not be construed as misfits. Approved claims for corrective work to be done by SELLER shall be done in accordance with Section IV of the Metal Building Manufacturers Association's Metal Building Systems Manual 2006 ed. Approved claims for corrective work to be done by others will be reimbursed by SELLER in accordance with SELLER'S schedule of equipment and labor rates in effect at the time. No materials may be returned for alleged misfits without the prior approval of SELLER. Any claims of shortages by BUYER must be made to SELLER within five (5) business days after delivery, or such claims are waived by BUYER. Within ten days of a written request from SELLER, BUYER shall provide documentation supporting the actual costs associated with any claims, or those claims shall be waived.

**G.** Seamers and other tools for installation of materials are the responsibility of the BUYER. These items are not a part of this Contract unless specifically stated on the face hereof, and will be subject to a separate rental agreement.

**H.** The SELLER reserves the right to change or modify the design and construction of SELLER'S standard products or design details from time to time and to substitute material of equal or superior quality to that originally specified.

## VIII. Limitation of Liability and Damages

SELLER shall not be liable for liquidated damages, delay damages, or retainage fees under any circumstances. Any liquidated damages, delay damages, or retainage fees that BUYER is obligated to pay to BUYER'S customer or any third party are the sole responsibility of BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE. The total liability of SELLER is limited to the fair market value of its obligations under the Limited Warranties set forth above.

## IX. Legal Proceedings, Jury Waiver, Jurisdiction, Forum and Venue

**A.** This contract is entered into and will be substantially performed in Harris County, Texas and shall be enforced, interpreted and construed according to the laws of the State of Texas. Except as may be specifically required by applicable law, the forum, and venue for any litigation between the parties hereto with respect to the subject matter of this Contract shall be Harris County, Texas, and each party hereby irrevocably submits to personal jurisdiction in Texas and venue in Harris County for purposes of such litigation.

**B.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER THEORY WHETHER STATUTORY, EQUITABLE, OR AT COMMON LAW.