

263 Industrial Blvd
Mocksville, NC 27028
info@eco-panels.com
336-936-0148

Product Manufactured in the USA

ESTIMATE NUMBER 45476.0
DATE 7/3/2024
ESTIMATE DATE 7/3/2024
TERMS 60% Down, Balance Due on Shipment.
(minimum deposit is \$5000 or total)

\$25 Credit for Each Wire Transfer
2% Disc. on Projects > \$5000 if Fully Paid

F.O.B. Our Plant
SHIP VIA Eco-Panels Designated Carrier

ADDRESS CORRESPONDENCE TO: Charles Leahy

E-mail charles@eco-panels.com
Cell Phone (828) 713-2357

TO:
Yara Turetsky - 20' wide x 52' long 9' walls 4:12 roof
4.5" thick OSB sided panels with optional premium sidings. 8.25" thick roof panels to span 10' from ridge beam (supplied by others) to the wall panels - no roof overhang. No interior walls estimated. Window & door openings pre-framed in panels. Beveled roof panels.

NOTE: Top plates as well as all 2x framing for window and door openings are already included with our panel system. These members are actually embedded PRIOR to our injecting foam so all parts are bonded together.

QTY	UNIT	(interior)/exterior	DESCRIPTION	UNIT PRICE	AMOUNT
	package	4.5"	OSB 7/16 / OSB 7/16 Wall Panels ~ R26		15,934.17
			Optional Huber ZIP System ext. sheathing no tape	2,725.33	not incl.
			Optional LPSmartsidePanel ext. siding no battens	4,088.00	not incl.
			Optional Lapping exterior siding over rim, 4.5", OSB	552.00	n/a
			Optional Beveled top plates (4.5" thick panels)	468.00	not incl.
			Optional Stronger 6.5" Thick Wall Panel Upgrade - R40	3,275.19	not incl.
	package	8.25"	OSB 7/16 / OSB 7/16 Roof Panels ~ R52		14,967.79
			Beveled ridge line and perimeter edges		2,600.00
	ea		Blocking or Beam Pockets as Required	25.00	tbd
	ea	10."	Roof Panel Screws - Qty estimated	1.07	tbd
Accessories					
2	ea		5/16" Cam-lock wrench	8.00	16.00
1	ea		T-30 Torx Drive Bit (included if purchasing roof panel screws)		incl.
2	ea		Foam Dispensing Gun	62.00	124.00
11	ea		Foam Sealant for Panel Joints	20.00	220.00
MISC.					
	ea		Electrical Box with Chase - Interior - Qty may be estimated	17.50	tbd
	ea		Electrical Box with Chase - Exterior - Qty may be estimated	22.50	tbd
	mi		Shipping charged /mile from our factory 27028, per load, min. \$400/load		
			SHIPPING	FOB Mocksville	tbd
	ea		Credit for Processing Payments Through Wire Transfer	(25.00)	
			subtotal		33,861.96
ORDER BY DEPOSIT OF		\$20,317.18	NC SALES TAX	6.75%	n/a
		Third party engineering stamp (panels only) - non-taxable			tbd

When installed properly the Eco-Panels system can create a very energy tight building envelope. This may require that a client employ a mechanical ventilation system that will ensure a healthy indoor air quality (IAQ) environment. Please consult with an IAQ expert.

TOTAL (USD) **\$33,861.96**

IF PAID IN FULL **\$33,184.72**

Notes:

- Panel count may be approximate - for estimate purposes only.
- Eco-Panels reserves the right to invoice additionally for future design modifications if multiple design changes are requested.
- The terms and conditions of this estimate are valid for a period of fourteen (14) days from the date of this estimate.
- Unloading will be the responsibility of the buyer. If easy site access is not possible for delivery team, additional costs may apply.
- Materials held for longer than 14 days past originally anticipated ship date will be considered "Delivered" and invoiced in full.
- Mfg leadtimes typically range from 10-12 weeks from receipt of deposit. Current leadtimes subject to material supply availability.

A CLIENT IS RESPONSIBLE FOR REVIEWING AND APPROVING PANEL ASSEMBLY DRAWINGS. ECO-PANELS WILL MAKE ITS BEST EFFORT TO REPLICATE A CLIENT'S DESIGN IN OUR PANEL PLAN, AND ECO-PANELS WILL MANUFACTURE PANELS BASED ON THE ECO-PANELS PANEL PLAN CREATED BY ECO-PANELS AND APPROVED BY CLIENT.

DEPOSIT DUE TO START **\$20,317.18**



Eco-Panels, LLC

Terms and Conditions of Sale

Rev 1219

ORDER: "Order" shall mean this document as well as the attached Proposal, each of which is incorporated into the other.

ORDER AND ACCEPTANCE: By placing an order with Eco-Panels, the Buyer expressly agrees and acknowledges that the Terms and Conditions of Sale detailed herein are incorporated into and become part of the Order with the same force and effect as if fully set forth in the order at length. No modification of any of the Terms and Conditions of Sale herein shall be valid and binding upon Eco-Panels, LLC unless in writing signed by a duly authorized representative of Eco-Panels, LLC.

TERMS OF PAYMENT: Unless otherwise provided in writing, standard terms of payment are U.S. Currency, 60% Deposit, NET on delivery – or on shipment if shipped by common carrier - by certified check unless prior arrangements are made and agreed to by Eco-Panels LLC. Entirely at the discretion of Eco-Panels, payments made beyond net terms may be subject to a late payment charge of 1-1/2% of original contract amount plus a finance charge 1-1/2% per month (18% per annum). A "shipment" or "delivery" is deemed to have occurred if project is complete and client does not wish to accept delivery.

VALIDITY OF PROPOSAL. Unless otherwise specified in writing, the attached Proposal is valid for a period of 30 days from its issuance by Eco-Panels. Eco-Panels reserves the right to alter prices if necessary should the attached Proposal be accepted after this 30-day period.

TAXES: Unless specifically noted, taxes are not included herein. Any applicable Duties, Sales, Use, Excise, or similar taxes shall be the responsibility of the Buyer. The Buyer will be responsible to pay directly to all jurisdictions any sales and/or use taxes, where Eco-Panels is not authorized to collect such taxes and has not invoiced such taxes to Buyer.

ATTORNEYS' FEES: In the event that any balance due is referred for collection, reasonable attorney's fees and collection costs shall be added to the balance due. Upon insolvency, bankruptcy, death or default of any account, any balance due to Eco-Panels shall immediately become due and payable.

PRICES AND CONDITIONS OF SALES: All prices are subject to change without notice except as noted for the term of the original proposal. Eco-Panels' price list is not an offer to sell. Shipment and deliveries shall at all times be subject to the approval of Eco-Panels' Credit Department. Prices are established at the time of the sale and are based on the quantity of materials being purchased. Any errors in the extension of quantities or any extension of prices on this order or on the invoice are subject to correction. Eco-Panels reserves the right to full or partial prepayment prior to shipment or delivery. Any and all payments not received are subject to collection with the cost of the collection services to be born by the Buyer.

DRAWINGS: Eco-Panels assumes no responsibility for drawings or designs where Eco-Panels prepares panelized drawings from designs, drawings and/or information furnished by others. Eco-Panels will not be responsible for field measurements. Any panelized drawings submitted by Eco-Panels to the Buyer shall be returned by the Buyer marked "Approved" or "Approved As Corrected" to Eco-Panels within five (5) days after receipt by the Buyer. Buyer may provide Approved or Corrected drawings by electronic or standard mail. Verbal approvals over the phone by Buyer will be acknowledged as such in an Eco-Panels e-mail. Eco-Panels will work to exactly copy a Buyer's drawings when creating a panel plan, but Eco-Panels can make mistakes and Buyer is responsible for thoroughly reviewing Eco-Panels panel plan drawings prior to approval. Buyer or representative of Buyer may approve drawings where Eco-Panels has made an error, and this error if incorporated and approved by Buyer will now become the responsibility of the Buyer. Any costs resulting from a change to an "Approved" drawing shall be at the Buyer's cost. Eco-Panels reserves the right to use all panelized drawings for future business unless specifically requested to not do so not later than the timing of the first payment deposit.

CHANGE ORDERS: Any change that will result in an increase or decrease in the Order amount shall be in the form of a written change order signed by Eco-Panels and the Buyer. In the event that Eco-Panels elects to proceed with a change order to cope with an emergency situation or in the interest of completing a project on a timely basis, the Buyer agrees to promptly complete and execute a change order.

CANCELLATION, SUSPENSION OR DELAY: After acceptance by Eco-Panels, this Order shall be a firm agreement and is not subject to cancellation, suspension or delay except upon payment by the Buyer of cancellation charges which shall include all costs incurred by Eco-Panels to date plus a profit computed at 25% of costs incurred. In the event of a delay, all charges related to storage and/or resumption of work at Eco-Panels' plant or elsewhere, shall be at the Buyer's cost, and all risks incidental to storage shall be assumed by the Buyer. Goods held for the Buyer shall be at the Buyer's expense, including but not limited to upkeep and storage.

PROMOTION: Eco-Panels reserves the right to use photographs or other media related to the design of, construction of or completed structure of Buyer in the promotion of the Eco-Panels product unless specifically requested to not do so not later than the timing of the first payment deposit.

DELAYS: Eco-Panels will not be responsible for damages or loss arising from delays caused by lack of complete or correct data; by revision or changes; by tardy approval of drawings; by transportation, floods, fire, earthquakes, windstorms, the elements, labor disturbances, riots, strikes; by accidents in Eco-Panels' plants or in the plants of those supplying the materials to Eco-Panels; by inability to obtain, or delays in obtaining material or skilled labor; by accidents by Eco-Panels, Eco-Panels shall be given a reasonable extension of time for completion of work, without penalty.

ORIGIN CONTRACTS: In contracts where delivery is stated by Eco-Panels as "F.O.B. Plant," delivery of material to a common carrier shall constitute delivery to the Buyer and risk of any loss to such products shall pass to Buyer upon delivery by Eco-Panels to such common carrier. Delivery times are approximate and Eco-Panels shall not be liable for damage caused by delay in delivery. Where required, the Buyer will receive notification as to shipping times only. Eco-Panels will not be responsible for costs incurred by the Buyer for equipment rental, unloading charges and/or additional costs resulting from late delivery. Unloading and distribution of materials shall be the responsibility of the Buyer. Claims for shortage or other errors in delivery must be made in writing to Eco-Panels within ten (10) days after receipt of shipment and failure to give such notice constitutes unqualified acceptance and waiver of all such claims by Buyer. Such shortages must also be noted on the receiving ticket or bill of lading at the time of delivery.

DESTINATION CONTRACTS: In contracts where delivery is stated by Eco-Panels as "F.O.B. Destination," Buyer shall have three hours to unload materials upon arrival. Buyer shall be responsible for any unauthorized delay in loading time at a rate equal to the higher of \$50 per hour or those rates assessed by the third party common carrier delivering the goods.

ACCEPTANCE: Buyer's failure to arrange for or accept delivery in accordance with shipment terms will not prejudice Eco-Panels' rights to enforce collection within Eco-Panels' terms of payment and Buyer will pay Eco-Panels as if the material were delivered on that date. After 30 days from the date on invoice, such orders will also be subject to additional charges for storing, handling and insurance until shipment has been made.

MAINTENANCE: Buyer shall be responsible for the maintenance of all products upon delivery. When necessary to store following delivery to site, proper protection must be provided by the Buyer, and Eco-Panels shall have to responsibility for submission of directions thereof.

TITLE: The materials specified herein, and any replacement or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Eco-Panels until the full purchase price of this Order including the price of any changes or extra work that may be agreed upon has been paid. The Buyer agrees to do all things necessary to protect and maintain Eco-Panels' title and interest in or to such equipment, and should the Buyer default, Eco-Panels may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment and material is located and remove the same as its property without prejudice to further claims on account of damages or loss which Eco-Panels may suffer from any cause.

INSURANCE: Unless otherwise specified and mutually agreed in writing, the Buyer agrees to provide and maintain at its expense, but for Eco-Panels' benefit, adequate insurance on the materials supplied pursuant to this Order against any loss of any nature whatsoever from the date of shipment until Eco-Panels is paid in full.

WARRANTY: See separate Limited Warranty. Eco-Panels LLC reserves the right to not service this Limited Warranty if product has not been entirely paid for under the original contract terms and conditions stated herein. Eco-Panels makes no separate warranty regarding siding products supplied by another company.

SEVERABILITY: If any provisions of these Terms and Conditions of Sale, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of these Terms and Conditions of Sale, or the application of such provision to persons or circumstances other than those as to which is held invalid, shall not be affected thereby, and each provision of these Terms and Conditions of Sale shall be valid and enforced to the fullest extent permitted by law.

NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Order shall operate as or be construed as a waiver of any future default, whether like or different in character.

CONFLICT OF TERMS: In the event the Terms and Conditions of Sale detailed herein are in conflict with any other provision of this Order or underlying Proposal, the Terms and Conditions of Sale herein shall prevail.

NORTH CAROLINA LAW GOVERNS: All orders are deemed accepted at our office in North Carolina and all parties agree that in the event of any dispute, suit, or claim, the same shall be adjudicated in the courts of North Carolina and shall be subject to and governed by the laws of North Carolina, regardless of where the Buyer may reside, maintain an office or a principal place of business, or where the goods may be delivered.

ECO-PANELS HEREBY ADVISES THE BUYER THAT ITS PERFORMANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON THE BUYER'S ASSENT TO THE TERMS AND CONDITIONS OF SALE DETAILED HEREIN. IN THE EVENT OF A JOINT ASSENT, EACH PARTY INDIVIDUALLY ASSUMES 100% LIABILITY IF THE OTHER PARTY DEFAULTS ON THIS AGREEMENT.



LIMITED WARRANTY

Eco-Panels LLC manufactures structural insulated panels (Eco-Panels) to customer specifications. Because Eco-Panels LLC requires a customer sign-off of panel drawings prior to manufacturing and delivery of said panels Eco-Panels LLC is not responsible for issues related to incorrect or misinterpreted information supplied by the customer or an agent of the customer.

Panel Delamination: Eco-Panels consist of siding material bonded to a polyurethane foam core. The foam itself is the bonding agent and the siding material is warranted against delamination from the foam core for the life of the panel provided said panel is handled, installed and protected in a proper manner in accordance with the Eco-Panels Assembly Manual and standard accepted building practices.

Materials and Workmanship: Eco-Panels foam insulation is warranted for the life of the panel against defects in dimensional stability or its ability to support its own structure. Eco-Panels LLC warrants the workmanship of its panels for a period of ten (10) years from the date of manufacture provided said panel is handled, installed and protected in a proper manner in accordance with the Eco-Panels Assembly Manual and standard accepted building practices. Eco-Panels makes no separate warranty regarding components supplied by another company.

Definitions: Delamination is defined as visible separation of the bond of the foam core and the siding material. Life is defined as a period of time applied to a properly assembled group of panels whose resulting structure is still in good condition and the panel is still in good condition.

Exceptions: This warranty does not cover any issue, including assembly, delamination or defects related or due to:

- Fire, floods, UV light, natural disaster or any “acts of God”.
- Improper handling including from customer specified transport, improper storage including panels left unassembled for a period of more than 30 days after delivery, or improper use or installation.
- Water or moisture damage.
- Faulty assembly, settling of the building foundation or any other movement of the structure.

Eco-Panels LLC is so convinced of the quality of the Eco-Panels product that this warranty is transferable for the life of the panel.

Eco-Panels LLC’s Commitment: If any of our panels are found to be defective due to materials or workmanship during the warranty period Eco-Panels LLC will provide panel repair services or replacement panels as originally purchased at the discretion of Eco-Panels LLC. Eco-Panels LLC will agree to cover the costs of panel repair or replacement provided that: 1) Eco-Panels LLC is directly involved in the panel repair or replacement, 2) reasonable local labor and material rates are incurred and 3) the total cost of panel repair or replacement and building restoration does not exceed one-eighth (1/8) of the total original purchase price of the panels for the individual unit in question. Eco-Panels LLC reserves the right to not service this Limited Warranty if product has not been entirely paid for under the original contract terms and conditions.

Notification of warranty claims to Eco-Panels LLC must be made in writing immediately upon recognition of defective material. Eco-Panels LLC reserves the right to inspect or have an agent inspect any damages prior to the settlement of any claim. All claims in dispute will be arbitrated at the discretion of Eco-Panels LLC.

Eco-Panels LLC’s sole responsibility is for the panel as set forth in this warranty and is not responsible for any other incidental, indirect or consequential damages relating to the defective panel or the action of its replacement. Eco-Panels LLC makes no warranties, and disclaims all implied warranties, except as expressly provided above.