

Terms & Conditions

Rejection of Order and Cancellation of Contract: Seller reserves the right, at any time before installation of the Unit, to cancel this Order or cancel this contract by notice in writing to Buyer within 24hrs of signing contract. If customer bought the building from the dealer, customer must contact the dealer. Upon notice the Seller will refund any deposit received from Buyer. The dealer or Nac metabuilding will refund the deposit (whoever the customer bought the building from, either the dealer or NacMetalbuildings). This applies only if the SELLER decides to cancel the order. But, If Nacmetalbuildings cancels customer' order after 24hrs due to customer refusing to meet all the requirements of Nacmetalbuildings then Nacmetalbuildings, then there will not be any refund of deposit plus customer will be responsible for the restocking fee. The fee is detailed on “**Legal Authority for installation**” depending on what the customer decides to do. After the customer has signed the contract and decides to cancel purchase, there's no refund of deposit. If purchased through a dealer please contact the dealer or salesperson. NacMetalbuildings is not responsible for any refund if it was not purchased directly through us.

Legal Authority for Installation: Before installation of the Unit, Buyer is responsible for obtaining every permit or other authorization required by their city ordinance for the lawful erection of the Unit on site designated by Buyer. If Buyer declines to obtain any required permit: (a) such deficiency voids any and all warranties otherwise applicable to the Unit, and (b) Buyer shall indemnify and hold Seller harmless for all damages or cost, including attorney fees, which Seller may incur as a result thereof. Seller will install the Unit on the site designated by Buyer upon the property specified on the face of

(Invoice); BUT, if Seller delivers the unassembled Unit and installation is not completed due to Buyer's breach by failure to obtain the required permit or by failure to adequately prepare the site, including the location of underground utilities, Seller may, in its sole discretion, terminate this contract and Buyer will be responsible for 80% of the total cost of unit (restocking fee) as liquidated damage for Buyer's breach. Buyer will keep the material, but in case they do not want to keep material then the customer will only pay 50% for restocking fee and Nacmetalbuildings will take material back.

Site preparation: Prior to delivery, Buyer must select a site on the property identified as the Location on the face hereof and prepare such site for installation of the Unit, which preparation must include making the site level, removing all electrical wire less than 15 feet above the intended height of the Unit, removing all underground utilities below the site, and any other upgrade reasonably needed. **Buyer must call 811 for a dig test and is their sole responsibility.** If Seller decides that the site is not prepared or suitable for installation, Seller may terminate the contract or make such further improvements as may be reasonably necessary. If Seller makes further improvements to the site. Buyer agrees to pay the reasonable cost thereof upon completion with a return fee of \$450.00. or 5% whichever is higher. If our crews run into rock or other hard surfaces when attempting installation all additional cost are incurred by the buyer. This includes both equipment and labor.

Scheduling Delivery and Installation: Seller will do its best to deliver and install unit within the time frame and no later than 60 days after Seller's acceptance of this Contract, and will notify Buyer at least 24 hours before

delivery, Buyer may, by written notice received by the seller not more than 7 days after Seller's acceptance hereon, delay the delivery and installation for up to 60 days. In no event will Seller be liable for any damage or consequential damages resulting from any delay in delivery or installation of the Unit. Rescheduling could happen due to weather, accidents or any emergencies.

Change Orders: No change in the Unit or its specifications is binding on Seller unless requested by Buyer's written change order and approved in writing by Seller. Any change requested by Buyer constitutes Buyer's consent to resulting changes in the Price.

Payment Terms: Buyer agrees to pay the Price, including any increase for any Change Order, in full at the time of installation. Buyer agrees that any unpaid balances due after installation shall thereafter bear extra fee and it will be added to the balance is paid. Buyer agrees to pay any and all expenses incurred in collecting unpaid amounts, including but not limited to attorney and court fees. Nacmetalbuildings, holds the right to remove building from customer's properties and customer will be responsible for restocking fee of 50%.

Check Policy: No personal checks are accepted. Method of payments: cashier' check, ACH Payment, Money order, and cash.

Credit Card or Debit Card Fee: There is a processing fee for card payments. Please read the message sent by Nacmetalbuildings for the fees.

Miscellaneous: This Agreement is governed by the laws of the State of Texas and any action against Seller hereunder shall be brought only in a court in Nacogdoches, Texas. The term "Buyer", as used herein,

includes said persons named on the face hereof. This Agreement, including only the face, of service hereof constitutes the complete agreement, and all previous descriptions, representations, negotiations or agreements are merged herein and superseded hereby.

Construction Site: The site must be cleared of any obstructions. No one but installers can be at the site during installation due to accidents. Please keep all pets away from site to avoid any injuries. At no point Nacmetalbuildings is responsible for any injuries.

Limited Warranty: As to all Units, Seller warrants that its installation of the Unit will be free of defects in workmanship and carry a 90-day roof water leak warranty. A form is giving to every customer after installation, this form must be email to Nacmetalbuildings@gmail.com, pictures and videos can be attached to the email. Following this process will expedite the process faster. If failed to follow this process Nacmetalbuildings is not responsible for any delays. This Unit comes with a 20 Year rust through warranty. Any alteration or abuse of the Unit shall void such limited warranties. Seller's liability for any warranty claim is limited to repair or replacement, at seller's option, of the unit. Seller makes no warranties, express or implied, other than those expressly stated herein. Seller makes no warranty of merchantability or fitness for any particular purpose and shall not be liable for any incidental or consequential damages, including but not limited to damage to any other property.

Additional information you should know about the construction of your building.

The contract you sign with NacMetalBuildings is put in place to protect the Seller and the Buyer.

Pay attention to all areas of the contract, any item you wish to be part of our agreement must be on the contract, if it is not there, insist the salesperson write it in somewhere and initial it or it is not part of our agreement. If we don't know your expectations of the building you are purchasing, we can't be responsible in making sure you're getting what you planned for. We insist on providing a drawing for our representative and buyer to sign, this is just one more step to ensure your satisfaction with our company, because if we are not sure about the structure, you're expecting it is not likely you will get the results. Contact our office to talk about building a quality steel carport, contact Nacmetalbuildings at (936) 645 – 2851, 936-622-2090, 936-615-7239 or the dealer you purchased the unit with.

What happens if I don't pay in full upon completion?

Throughout this process we will protect our lien rights, this means we may file a mechanics lien if not paid in full upon completion. A mechanics lien clouds the title of the property and can give a contractor, subcontractor, or materials supplier the right to potentially force the sale of your property in order to cover the cost of work they performed or materials they used to improve the property. Additionally, there are any fees to employ an attorney and or any processing cost will be added.

- **What materials are used to make the structures?**

The majority of components utilized in our Structural framing is made of 14 gauge 2.5" by 2.5" galvanized steel tubing.

- **12 Gauge buildings** All structural framing is made from 12 gauge 2.25 x 2.25, end walls, doors, windows, base -rails and other non -structural framing is made with 2.25 x 2.25 14 gauge.
- **All Sheet metal is 29 gauge** with a premium paint. Also available in **26 gauge** for an additional charge.

- **What are the frame dimensions for my carport/garage?**

The exact dimensions of the frame are as follows:

If the carport is a 12'x21', the frame will be 12' outside to outside of the frame, and the length will be 20' end to end.

If an 18'x31', the width will be 18' outside to outside, length 30' end to end and so forth. The extra foot of length comes from the standard 6" of roof overhang on each end of the structure. Note: Vertical roofs do not overhang on the end.

- **Mobile Home Walk in doors-** Installed/mounted on top of the base rail, the other type of walk -in -door is the 9-Lite door, this is a wood door that is installed on top of the concrete floor. This door is more expensive, please ask the salesperson about it.

- **Roll up doors-** white roll up doors, colored roll up doors must be requested and paid in advance so we can order them. Please be aware these doors will have a gap. We recommend for the customer to purchase a seal for an additional cost.

- **How is my building anchored?**

There are three anchoring types:

- **(1) Concrete expansion bolts.** If the structure is to be mounted to a concrete pad or footing, then traditional Concrete expansion bolts would be used. Our crews will drill a hole into the concrete insert the anchors and tighten the bolt, there is a slight chance the concrete side could break out during this procedure NacMetalBuildings accepts no responsibilities if this happens, but the repair is simply using some concrete patch on the side of the slab.

(2) mobile home anchor. On our certified buildings, a mobile home anchor is used at the rate of 1 per 100 sq ft. On non-certified structures, these can be purchased as an optional item

(3) 36" Rebar anchor. We no longer offer a 36" rebar anchoring system. that is intended for use when a structure is mounted directly to dirt or gravel surface. If it's on ground or gravel it must be anchored with mobile home anchors. Customer must be notified that the wind rating does not apply to the structure he/she purchased. The customer wants the wind rating to be applied, then the customer must buy the mobile home anchors. The quantity of mobile home anchors will be determined by the length of the structure. The cost of each mobile home anchor is \$32.

- All ground anchors are installed at home -owners direction, if the homeowner isn't sure about gas, sewer, water or other subterranean risk he should call ahead for a dig test, (811) NacmetalBuildings, accepts no responsibility for unmarked subterranean hazards. If there is rock or other hard surface that will not anchor the system you have requested, we cannot accept responsibility for anchoring the building, – if rebar anchors bend when we are trying to drive them in, we will cut them off to a length that we can drive them in it will be your responsibility to permanently anchor your building. The best answer for this circumstance is pouring a concrete pad on which the building can be anchored. If you are building a pad site which requires more than 6" of new fill you would be well advised to pour a concrete foundation to anchor the building to.
- **What kind of warranty is there on the building for storm damage?**
There is no warranty for storm damage, this type of damage is considered a NATURAL DISASTER. The best insurance to avoid this kind of damage is to buy a certified building with 12 Gauge framing, 26 Gauge sheet metal and then mount it to a concrete foundation and have a good insurance policy on the building as well. Contact your insurance carrier for good advice.

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provide the customer with this service it is up to the dealer, but it is not Nacmetalbuildings responsibility.

- **Site preparation *VERY IMPORTANT***

A level pad site is the most important aspect in constructing/installing a good quality building. If you want a building that looks great and functions right, make sure your site is level and dry. IF YOUR SITE IS NOT LEVEL, CONCRETE OR WOOD BLOCKS (CUSTOMER PROVIDED) MAY BE USED TO INSTALL THE BUILDING. THIS COULD CREATES MANY UNSATISFACTORY QUALITIES IN THE BUILDING AND IS NOT RECOMMENDED.

Nac metalbuildings WILL ONLY DO THIS TYPE OF INSTALLATION AT THE CUSTOMER REQUEST AND RISK. THERE IS NO WARRANTY WITH THIS TYPE OF INSTALLATION AND CUSTOMER WILL NEED TO SIGN A WAIVER. A RESCHEDULED INSTALLING IS NECESSARY BECAUSE THE SITE WAS NOT READY WHEN WE ARRIVED, THERE WILL BE A \$450.00 OR 5% WITH EVER IS GREATER, THIS IS THE RESCHEDULE FEE THAT WILL APPLY. PLEASE CHECK YOUR SITE BEFORE WE ARRIVE. IT WILL SAVE TIME AND MONEY! A STRING LEVEL IS GOOD IDEA TO PURCHASE AT ANY HARDWARE STORE

- **Other site preparation should be completed before my building is installed?**

Assure that the site designated for product installation is cleared of debris, level and accessible to our installation crew. If you decide not to pour a concrete slab for your metal structure, we will be happy to install the carport or other metal building on your level property. Please use a string line bubble level or other tools to check your site before we arrive to ensure your site is level. In order to provide you with affordable products, with speedy installation, the customer is responsible for any local permits,

covenant searches, rights of way, set-back restrictions and site preparation. Our Crews must be able to be **within 100 ft of the site** of the structure or additional labor fees will incur to carry material to the location. Keep this in mind please – THE FEE CAN BE BETWEEN \$100 per every \$1000.00 DEPENDING ON DISTANCE. These are some of the obstacles: Hills, Trees, Mud, Houses, Fences and Outbuildings all can impede our delivery to your site. It is illegal and very dangerous or unsafe to install a metal building under overhead power lines, so please make sure none are close to your building site. Neglecting to notify us of these impediments in writing can result in additional charges.

- **Should I consider a vertical roof versus a horizontal roof in my metal building?**

Horizontal roofs run parallel to the sides and ridge or front to back of the carport or garage. Water, snow, etc., draining the water to the front and back of the building. On a vertical roof, the ridges of the steel panels run from the top of the carport or garage to the sides. This roof configuration displaces water, snow, etc., much more efficiently. Vertical roof is stronger, better and an upgrade. Any unit longer than 36ft or 32ft or wider will have to be vertical roof. In case the customer insists to get a horizontal roof then customer will sign a waiver of no warranty. Nacmetalbuildings will take no responsibilities for any leaks or any other issues. Dealer is responsible for informing the customer.

- **What are the spacing of the frame legs/bows?**

As a general rule, the spacing of the frame legs/bows are 5 feet on center, less than 5ft center there's extra cost. End Wall uprights when present are typically from 4-6' apart depending on the structure requirements. The spacing on some buildings are every 10 ft and trusses are use with these

types of buildings. These are big buildings and the requirements are based on the width and the height.

- **What if I need to change my order or make a revision?**

If you have already placed your order and you need to make a change, please contact the person you placed your order from to complete a revision. We are happy to make any adjustments, but please be aware you may receive additional charges. Your ability to make changes may depend on where the manufacturer is in the process of getting your building ready at the shop. The order will require a signature for the revised order.

- **If I am buying for business or purchasing multiple units, can I get a discount?**

When purchasing multiple buildings at one time there may be a discount available. If purchasing through a dealer it must be approved by Nacmetalbuildings (4 or more with an average price of \$4000.00 or more)

- **What is a certified building?**

A certified building is built differently than a non-certified building at an additional charge. A certified building has been designed by an engineer to have a rating for wind and snow load. Please note there is no additional warranty on certified buildings. Customer will be responsible for the cost of engineer drawings.

CONCRETE FACTS

- **Your structures frame size is an outside measurement. Frame size is normally 1 ft shorter than call size.**

As examples a 12×26 frame is 12×25, a 20×21 frame is 20×20 and a 24×31 is frame size 24×30 and so on. If you have any questions, please

contact us for more information. Please follow the floor plan that has been provided.

- **A concrete pad** should be the same size as the frame of the building, not larger because water can seep under the base rail and into the building. Sealant can be added to the base rail upon request and it includes a fee for the product and labor.
- **All roll up door type door should have a door recess** in the slab 6" wider than the door and protrude 5-6's inside the building and approximately 1-2"s deep. (a 2x6 works well here.) This will not allow water to enter the building under the door. Look at the garage door on most modern homes for example.
- **Can concrete flex enough to damage my steel building?**
Yes! It absorbs water and correspondingly shrinks when that water evaporates or is absorbed by the roots of landscape plants. This process shrinks or swells resulting movement in the soil moves and flexes the concrete foundation as well. it damages foundations and forms cracks in a lawn many feet deep.
- **The result of this heaving of the soil** can cause concrete to flex resulting is the sheet metal on the sides of the building to wrinkle (distort) but will generally return to normal as moisture content in the soil returns to normal, eventually the effects of the flexing ground will take its toll on the concrete in a more permanent form with cracks.
- **The only known answer** to this is 24" deep footings and a 6" thick slab. It is an additional expense that is only done if customer request it, but should largely keep concrete flex to a minimum. Still no guarantee but should help substantially.

- **Any misunderstanding or misinformation** must be dealt with the dealer or salesperson. **Nacmetalbuildings** cannot be held accountable or be reported to the BBB for any information that was not cleared by the dealer or customer assumed it should have been that way. We only deliver what it says on invoice and it was charged. If it was not on invoice, this means it was not charged.

QUESTION OR REQUESTS?

Please feel free to fill out our quick contact form & one of our friendly office personnel will be happy assist you.

Select Building Style:

Garages, Carports, barns, RVS, Single Slopes, Combo-units, Loafing Sheds, Storage, Triple Wide Carports, and Commercial

Service Areas:

State of Installation: Texas, Louisiana, Oklahoma, Arkansas, Kansas, Mississippi.