



SALES AGREEMENT FOR PRODUCTS

GB Companies LLC

This Sales Agreement for Products (this "Agreement") is made effective as of _____, by and between GB Companies LLC, of 8 The Green Ste 4000, Dover, Delaware 19901, and (Buyer's name) _____, (Buyer's Address) _____.

1. ITEMS PURCHASED. GB Companies LLC agrees to sell, and (Buyer's name) _____ agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Agreement:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
14'x36' Tiny Home		
	Taxes	
	Shipping	
	Total	

2. TITLE/RISK OF LOSS. Buyer shall pay for unloading the goods and costs in accordance with its delivery, but the seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the buyer's address.

3. PAYMENT. Payment shall be made to GB Companies, 8 The Green Ste 4000, Dover, Delaware 19901. _____ (Buyer's name) agrees to pay the sum of _____ as follows:

<u>Event</u>	<u>Amount</u>
Placing Order (50% Deposit)	
Due on date item delivered	

In addition to any other right or remedy provided by law, if Buyer's fail to pay for the Goods when due, GB Companies LLC has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."

4. DELIVERY/SITE PREP. Time is of the essence in the performance of this Agreement. Estimated 8-10 week manufacturing lead time. Timeline can be affected by labor and material shortages.



Delivery will be scheduled with the buyer upon completion of construction.

- A. Road access to the delivery site must allow for a 53' long flat bed.
- B. The site where the 14' x 36' structure is being delivered must be prepared before delivery.
- C. If the delivery driver is waiting onsite at the buyer's property due to unpreparedness of the buyer OR any other reason, the buyer is responsible for all incurred charges at current logistics rates from the shipper. This will be invoiced to the buyer with terms of NET15.

5. WARRANTIES. The Goods are sold "NEW" on an "AS IS" basis.

GB Companies LLC SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF GB Companies LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. INSPECTION. Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, Buyer may return the Goods to GB Companies LLC at Buyer's expense. Buyer must provide written notice to GB Companies LLC of the reason for rejecting the Goods. GB Companies LLC will have 180 days from the return of the Goods to remedy such defects under the terms of this Agreement.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.

8. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within



such time period shall result in the automatic termination of this Agreement.

9. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitrator(s) shall not have the authority to modify any provisions of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

11. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

Upon termination of this Agreement, GB Companies LLC will return to Buyer all records, notes, documentation and other items that were used, created, or controlled by GB Companies LLC during the term of this Agreement.

12. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other addresses as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day



after mailing if not signed for.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by and construed according to the laws of the State of Maine without reference to its conflicts of law principles.

18. SIGNATURES. This Agreement shall be signed by (Buyer's name) [redacted] and GB Companies LLC, Owners Jonathan Barisano, Windsor Griffing and effective as of the date first above written.

Buyer Name:

[redacted]

Buyer Signature and Date:

[redacted]

Buyer Phone Number: [redacted]

Location of delivery (if different than current address) [redacted]

Sales Representative: Jonathan Barisano OR Windsor Griffing

Seller Signature and Date: _____



Tiny Home Specification Acknowledgement

- (1) 14'x36' structure constructed on 4 skids
- (1) 4' foot porch included in overall length
- Unfinished cedar siding
- Cathedral ceiling
- (5) Windows
- (1) Main door entrance from porch
- (1) Patio door
- (2) Interior doors - Bathroom & Bedroom
- Vent fan in bathroom
- Smoke detectors
- Outdoor light by front exterior door
- Outdoor light by slider exterior door
- (1) Ceiling fan
- R23 insulated ceiling
- Spray Foam insulated walls
- Insulated flooring and rodent guard
- Pine interior
- Metal roof
- (1) Dryer and (1) stove hook-ups
- Equipped with electrical and 100amp fuse box
- Advantech subfloor.

I, the buyer, understand all the features of this tiny home. I agree to all the features listed above and understand this is what I'm ordering and receiving. No additional features are included. I confirm all these features by signing the below.

Buyer Signature:
