

Terms of Sale / Order Agreement

Sales Agreement

THIS SALES AGREEMENT BETWEEN:

(the 'Seller') SUNSHINE Network Homes, Inc 1174 Cornucopia St NW Suite 250 Salem Oregon 97304 U.S.A.

OF THE FIRST PART

- AND -

(the “Buyer”) (Print full legal first, middle, last name)

(shipping address for goods to be delivered)

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Terms of Sales / Order Agreement the parties to this Agreement agree as follows:

1) Sale of Goods:

- a) The Seller will sell, transfer and deliver to the buyer the following (“Goods”):
SUNSHINE Cottage Home KIT™ / Garage KIT™ engineered building plans and all relevant building materials, appliances and fixtures ordered through company web site (www.sunshinehomekits.com) purchase page.

2) Purchase Price:

- a) The Buyer will accept the Goods and pay hold order deposit of \$5,000 for each SUNSHINE Cottage Home KIT™ or Garage KIT™, goods ordered which will be credited towards final purchase price posted reflected after all purchase options are selected on company web site as required in this agreement.

- b) The remainder of the purchase price / balance due will be paid in 1-3 invoiced, final payments as outlined in this agreement.
- c) In addition to the purchase price specified on company web site purchase page / payment portal agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the goods will be paid by the buyer, or alternatively, the buyer will provide the seller with a tax exemption certificate acceptable to the applicable taxing authorities.

3) **Ordering Procedures:**

- d) Buyer selects the quantity of each SUNSHINE Cottage Home KIT™ or Garage KIT™. Buyer pays upfront a \$5,000.00 hold order deposit through company web site payment portal after Terms of Sales order agreement has been submitted, dated and signed by buyer.
- a) Buyer is not authorized by seller to donate, re-sell at a profit, copy or share with anyone seller SUNSHINE Cottage Home KIT™, Garage KIT™ models pre-engineered structural building plans with any 3rd party or solicit to sell through regular print by fax, USPS mail or any and all digital forms of communication without the express written consent of the seller.
- b) Seller will coordinate the ordering, fulfillment and delivery process for each SUNSHINE Cottage Home KIT™ or Garage KIT™ ordered through the closest, The Home Depot and or LOWE'S home improvement stores to buyer build site.
- c) Buyer will be notified which Home Depot or LOWE'S store order will be fulfilled through and where buyer can verify and check on any pending orders and or adjust buyer shipping and delivery date.
- d) Seller operates as a preferred "pro desk" contractor customer where seller has composed a file of product sku's and engineered designs and will exclusively perform, act as one (1) customer to all The Home Depot and LOWE'S company stores and where seller will process all buyer orders as the buyer sole and exclusive representative.
- e) Buyer will not circumvent the seller business model, home design or any of seller business concepts and market strategies to include the order procurement, delivery process for all building supplies, appliances and fixtures.

- f) It will be the buyer or the buyer hired contracted GC / general contractor responsibility to begin the building permit application process with respect to submitting seller complete pre-engineered building plans of SUNSHINE Cottage Home KIT™ or Garage KIT™ to city building and planning or county departments.
- g) The buyer can expect 1-3 separate shipments of building supplies delivered to the buyer build site where 1-3 invoices with a detailed materials list will be submitted to buyer and approved by buyer prior to buyer submitting any payment to seller and will reflect the outstanding balance due less the \$5,000.00 original hold order deposit.
- h) Buyer will pay seller remaining balance due by cashier's check drawn on any U.S. bank (no personal checks or money orders will be accepted) for any outstanding balance due in excess of \$5,000.
- i) Payment for each invoice can be delivered to seller two ways. **(Not by credit, debit card within website payment portal / not by regular unregistered mail)** 1) Bank wire transfer or 2) Cashier's check mailed to seller Salem office address via FedEx or UPS registered courier signature required.
- j) Bank wire: Contact seller directly to transfer funds by bank wire.
- k) Cashier's check: made out to SUNSHINE Network Homes, Inc.
- l) Mail to: 1174 Cornucopia St NW Suite 250 Salem, Oregon 97304 United States.
- m) Office: (503) 587-7954 / don@vanluecpa.com Attention CFO / Treasurer Don Vanlue.
- n) Buyer 1st shipment of supplies will include the basic framing for walls, roof truss materials, floor joist, windows, doors, vapor wrap, limited bathroom fixtures, exterior siding, roofing materials, exterior paint, rough in plumbing, electrical etc / that should be scheduled for delivery when foundation and service hook ups are near completion.
- o) Buyer 2nd shipment of supplies will include interior dry wall, paint, all molding, flooring, appliances and fixtures ect, / that should be scheduled for delivery when 1st shipment of goods are installed and near completion.
- p) Buyer 3rd and final shipment of supplies will include all other finishing materials that should be scheduled when 2nd shipment of goods are installed and near completion.
- q) Buyer will always retain the option to request all three separate shipments of goods to be delivered in one delivery.

4) Delivery of Goods:

- a) The goods will be deemed received by the buyer when delivered to the buyer build site at the stated delivery address provided by the buyer and signed by the buyer. The method of shipment will be conducted by ground transportation supplied by the closest The Home Depot and or LOWE'S home improvement store to the buyer build site delivery address.

5) Warranties:

- a) The seller assigns to the buyer all manufactured warranties for procured appliances, fixtures and building materials from original manufactured stated warranties sourced through The Home Depot or LOWE'S home improvement stores.
- b) The original manufactured warranty for all fixtures and appliances warrants that the goods will be fit for the purpose for which such goods are ordinarily intended.
- c) Buyer warranties that they will not disconnect or disable at any time any KIT supplied by seller, installed in home smoke / carbon monoxide detector, including disabling or removing any supplied, installed fire extinguisher from home.
- d) Buyer warranties that they will legally build any KIT model home supplied by seller 100% according to supplied certified engineered building plans and to national IBC, IRC building codes, their local city or county jurisdiction, building and planning department building codes. To include all stages of construction will be reviewed and permitted by a certified building and planning inspector and the final approved occupancy permit will be registered and on file for public records.
- e) EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS.

6) Title:

- a) Title to the goods will remain with the seller until delivery and actual receipt of the goods has been confirmed received by the buyer.

7) Inspection:

- a) Inspection of all goods will be the responsibility of the buyer or buyer's agent at the time and place of assigned delivery.

8) Claims:

- a) The buyer's failure to give notice of any claim within 14-days from the date of the actual delivery of goods to the buyer build site will constitute an unqualified acceptance of the goods and a waiver by the buyer of all claims against the seller with respect to the goods.

9) Excuse for Delay or Failure to Perform:

- a) The seller will not be liable in any way for any delay, non-delivery or default in shipment due to third party labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the seller or its stated suppliers. If the seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the goods at the time specified or within two months after the date of this agreement, then the seller will have the right to terminate this agreement by notice in writing to the buyer, which notice will be accompanied by full refund of all sums to the buyer pursuant to this Agreement.

10) Cancellation:

The seller reserves the right to cancel this agreement at any time:

- a) If the buyer fails to pay for any shipment when invoice is due.
- b) In the event of the buyer's is insolvent or bankrupt.
- c) If the seller deems that its prospect of payment by the buyer is impaired.

11) Mediation and Arbitration:

- a) If any dispute relating to this Agreement between the seller and the buyer is not resolved through informal discussion within 90 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding on both parties, buyer and seller.

- b) Any mediator or arbitrator must be a neutral party acceptable to both the buyer and seller. The cost of any mediations or arbitrations will be shared equally by both parties, buyer and seller.

12) Additional Provisions:

- a) Buyer has 72-hours 3-days to cancel their order after \$5,000 hold order deposit has been processed and received by buyer. If for any reason buyer decides to cancel their order buyer will be required and responsible to notify seller in writing via email at purchase@sunshinehomekits.com before the 72 hour/ 3-day grace period has expired.
- b) Buyer simply states in the body of the email that buyer would like to cancel their order. Once seller has received time stamped cancellation order via email within stated timeline, seller will immediately refund hold order deposit to buyer less 3.9% original transaction processing fee.
- c) After 72-hours has passed and no cancelation of order has been received by the seller at stated email address than a copy of the completed engineered drawings (PDF file) for each SUNSHINE Cottage Home KIT™ or Garage KIT™ ordered will be emailed to the buyer and seller will begin to process buyer order.
- d) If buyer cancels any order after the 72-hours and after a complete set engineered drawing have been delivered via email to the buyer than it will be required of the buyer to delete and destroy all copies of said (PDF) engineering plans in possession of buyer immediately upon receipt of their due refund as stated herein.
- e) In the event the buyer cancels their order after the 72-hour 3-day grace period has expired than the total hold order deposit of \$5,000 for one (1) KIT of any model ordered will not be refundable.
- f) The seller will grant the buyer an extended grace period of 60-days from the date of cancelation of any order to resubmit any new order where buyer will receive 75% of \$5,000 original hold order deposit (\$3,750 credit) to be applied towards any new order.
- g) In the event buyer places an order for two (2) or more SUNSHINE Cottage Home KIT™ or Garage KIT™. and buyer decides to cancel their order after 72-hours has passed than a maximum of \$7,000.00 will not be refundable plus 3.9% original transaction processing fee. All remaining hold order deposit funds for three (3) or more SUNSHINE Cottage Home KIT™ or Garage KIT™ will be fully refunded immediate to buyer less 3.9% original transaction processing fees.

- h) If buyer decides to cancel their order during any stage of 1-3 deliveries of goods to buyers build site (and prior to actual delivery of goods to buyers build sit) and where funds have already been submitted to seller and order fulfillment is in process for their respective invoices than the buyer will receive a full refund for all funds less the original \$5,000 hold order deposit or \$7,000 plus processing fees as stated less an additional \$300.00 per each SUNSHINE Cottage Home KIT™ or Garage KIT™ ordered for restocking, labor, service fees.
- i) If the buyer decides to cancel their order (and after actual delivery of goods to buyers build site) than it will be the buyer's responsibility to personally coordinate the return of all delivered goods back to closest The Home Depot or LOWE'S store where a refund will be conducted directly with the buyer at the store level for all returned goods, less the buyer original \$5,000 hold order deposit or \$7,000 plus processing fees as stated and less an additional \$300.00 per each SUNSHINE Cottage Home KIT™ or Garage KIT™ ordered for restocking, labor, service fees.
- j) The buyer will be licensed only to build a SUNSHINE Cottage Home KIT™ or Garage KIT™ for the exact quantity ordered and purchased.
- k) If buyer builds in excess of any SUNSHINE Cottage Home KIT™ or Garage KIT™ ordered and purchased than buyer will be charged a fee of \$25,000 for each unauthorized build.

14. Additional cost:

- l) The buyer could incur additional cost above sellers published SUNSHINE Cottage Home KIT™ or Garage KIT™ prices at any time during the ordering fulfillment process that may be reflected by A) required enhanced engineering of existing engineered KIT plans in order to account for possible wind, snow or earthquake, seismic reinforcement that may be determined on a case by case basis, per building codes within the jurisdiction over the buyers build site location.
- m) Appliances, fixtures or other building materials skus (product identification code) items could be replaced at any time without notice with a similar, different sku due to some suppliers to The Home Depot or LOWE'S that may change or cancel their product skus or where Home Depot or LOWE'S stores located in different markets may not have the exact same selection of skus offered from other markets.

13) Hold Harmless Agreement:

- a) This HOLD HARMLESS AGREEMENT. SUNSHINE Network Homes, Inc (hereinafter, "SNHI"), of 1174 cornucopia street, Salem, Oregon 97304.
- b) WHEREAS, buyer will hold harmless SNHI from any claims and or litigation arising out of SNHI's actions in connection with Delivery of SUNSHINE Cottage Home Kit™, Garage KIT™ all materials, supplies, appliances and fixtures.

- c) Therefore, in consideration of the mutual covenants and conditions contained herein, buyer and seller hereby agree as follows:
- d) Buyer shall fully defend, indemnify, and hold harmless the seller from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or alleged misconduct on the part of seller, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers .
- e) This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to buyer for all legal fees, expenses, and costs incurred by it.
- f) Authority to enter agreement. Each party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this agreement and bind each respective party, buyer and seller.
- g) Amendment; modification. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing and signed by both parties, buyer and seller.
- h) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other party any contractual right by custom, estoppel, or otherwise.
- i) Enforceability, severability, and reformation. 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 an arbitrator 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. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this agreement is deemed unenforceable, the arbitrator is empowered to modify this agreement to give the broadest possible interpretation permitted under Oregon law.

- j) **Applicable Law.** This agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.
- k) **Exclusive venue and jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated by an mediator and or arbitrator in the state of Oregon. Each party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each party expressly waives the right to challenge this jurisdiction and /or venue as improper or inconvenient. Each party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

14) General Provisions:

- a. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- b. All representations and warranties of the seller contained in this agreement will survive the closing of this agreement.
- c. The buyer may not assign its right or delegate its performance under this agreement without the prior written and signed consent of the seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.
- d. This agreement cannot be modified in any way except in writing and signed by all parties, buyer and seller to this Agreement.
- e. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, including the Oregon uniform commercial code and the buyer and seller hereby attorn to the jurisdiction of the State of Oregon
- f. Except where otherwise stated in this agreement, all terms employed in this Agreement will have the same definition as set forth in the uniform commercial code in effect in the State of Oregon on the date of execution of this agreement.

- g. If any clause of this agreement is held unconscionable by any court, arbitrator of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this agreement and the balance of this agreement will remain in full force and effect.
- h. This agreement will be binding upon the seller and the buyer and their respective successors and assigns.
- i. This agreement may be executed in counterparts. facsimile signatures are binding and are considered to be original signatures.
- j. This agreement constitutes the entire agreement between the parties, buyer and seller and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF the parties, buyer and seller have completely agreed to the Terms of Sale / Order Agreement listed herein and have executed their signatures below.

Agreement on this _____ day of _____, 20____

(seller)

[SUNSHINE Network Homes, Inc](http://www.sunshinehomekits.com)

(buyer)

Print name: _____

Signature: _____