

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. www.sunshineinc.org / purchase@sunshineinc.org / (541) 497-3585

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 (the 'Goods'):
SUNSHINE Cottage Home™ (KIT) model home or home's ordered through company web
site (www.sunshineinc.org) purchase page.

2) Purchase Price

- a) The Buyer will accept the Goods and pay hold order deposit for the Goods ordered at
purchase price posted on company web site as required in this agreement.
- b) the remainder of the purchase price will be paid in two final payments as outlined in this
agreement.

- c) The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in 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.
 - d) Buyer will pay 1st (1 of 3 payments) payment of \$1,000.00 hold order deposit for each SUNSHINE Cottage Home™ ordered.
 - e) The Buyer will make remaining payment for goods as outlined in this agreement.
- 3) Ordering Procedures / Four phase / 3-payment schedule, ordering procedures.
- a) Phase I: Select the SUNSHINE Cottage Home™ or homes you are interested in purchasing. Buyer pays upfront a maximum total \$1,000.00 hold order deposit per home ordered within web site on line payment portal. If buyer processes more than \$1,000.00 hold order deposit per home than seller will refund the total over paid amount back to buyer less processing fees charged for said transaction.
 - b) Buyer is not authorized by seller to donate, sell, copy or share any SUNSHINE Cottage Home™ models pre-engineered structural building plans with any 3rd party through regular print or any and all digital forms of communication without the express written consent of the seller.
 - c) Seller will coordinate the ordering, fulfillment and delivery process for each buyer building materials, appliances and fixtures through the closest, The Home Depot store to buyer build site.
 - d) Seller operates as a preferred “pro desk” customer where seller will perform as one (1) customer to all The Home Depot company stores where seller will process all their buyer orders through.
 - e) Buyer will not circumvent the procurement of any building supplies or seller designs involving the SUNSHINE Cottage Home™ without the express written consent of the seller.
 - f) Seller will notify Buyer which Home Depot store the buyer order will be fulfilled through where buyer can verify and check on their pending orders and confirm or adjust buyer shipping, delivery date.
 - g) Phase II: It is buyer responsibility to begin the building permit process with buyer respective city or county by submitting the SUNSHINE Cottage Home™ complete pre-engineered building plans.
 - h) In order to create a more efficient building process where each phase dove tails into the next, with maximum efficient use of time seller suggest when buyer foundation is complete or almost complete the buyer begin Phase III.
 - i) Phase III: Buyer places order (2nd payment) for the first of a total of (two) ground shipments to buyer build site. Buyer sends cashier’s check drawn on any U.S. bank at this time (no personal checks or money orders will be accepted).

- j) Buyer will receive an advanced invoice, materials list for shipment prior to submitting payment for both Phase III and Phase IV delivery of building supplies.
 - k) Funds can be delivered to seller two ways. (**NOT by credit, debit card website payment portal**) 1) Bank wire transfer or 2) Cashier's check mailed to seller Salem office address via FedEx or UPS registered courier signature required.
 - l) Bank wire: Contact seller directly to transfer funds by bank wire.
 - m) Cashier's check: made out to SUNSHINE Network Homes, Inc.
 - n) Mail to: 1174 Cornucopia St NW Suite 250 Salem, Oregon 97304 United States.
 - o) Office: (503) 587-7954 / don@vanluecpa.com CFO / Treasurer Don Vanlue. (541) 497-3585 / info@sunshineinc.org.
 - p) Buyer 1st shipment of supplies will include all framing for walls, roof trusses, floor joist, windows, doors, vapor wrap, bathroom fixtures, exterior siding, roofing materials, flooring etc for a perimeter or slab foundation.
 - q) It is buyer's responsibility to coordinate the construction and pay for the cost of the foundation for the SUNSHINE Cottage Home™ model selected.
 - r) Buyer can expect a skilled labor crew to assemble / "dry in" SUNSHINE Cottage Home™ on a pre-built completed foundation within estimated five-days or less.
 - s) Phase IV: Last phase. Buyer begin to schedule 2nd and final shipment of materials, appliances, fixtures, insulation, wiring, plumbing, dry wall, paint, kitchen bathroom cabinets, flooring etc, when Phase III framing is complete or almost complete. Final shipment will be delivered to buyer build site where all valuables can be placed safely inside dried in framed structure secure from theft and the elements.
 - t) Buyer will submit 3rd and last payment after receiving final shipment invoice.
 - u) Buyer always have the option to request both shipments to be delivered in one delivery at any time.
- 4) Delivery of Goods
- a) The Goods will be deemed received by the buyer when delivered to the buyer at the delivery address. The method of shipment will be conducted by the closest The Home Depot store to the buyer delivery address.
- 5) Warranties
- a) The Seller assigns to the buyer all manufactured warranties for appliances, fixtures and materials from original manufactured stated warranties sourced through The Home Depot.
 - b) The seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.
 - c) 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 by the buyer.

7) Interest

- a) The seller retains a security interest in the goods until paid in full by the buyer and delivered to buyer building site and signed for and received by the buyer.

8) Inspection

- a) Inspection of all goods will be made by the buyer at the time and place of delivery.

9) Claims

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

10) 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 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.

11) Remedies

- a) The buyer's exclusive remedy and the seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed.

12) Cancellation

- a) The seller reserves the right to cancel this Agreement:
b) if the buyer fails to pay for any shipment when due;
c) in the event of the buyer's insolvency or bankruptcy; or
d) if the seller deems that its prospect of payment is impaired.

13) Mediation and Arbitration

- a) If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussion within 60 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 binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the seller and the buyer. The cost of any mediations or arbitrations will be shared equally by the parties.

14) Additional Provisions

- a) Buyer has 72-hours 3-days to cancel order. If for any reason buyer decides to cancel order buyer will be required and responsible to notify seller via email before the 72 hour/ 3-day grace period has expired. Buyer states in the body of the email that buyer would like to cancel order. Once seller has received time stamped cancellation order via email, seller will immediately refund hold order deposit to buyer.
- b) If buyer does not cancel order within the 72-hour / 3-day grace period by notifying the seller in writing via email at purchase@sunshineinc.org than buyer order will begin to be processed by seller. Buyer total hold order deposit will not be refundable. In the event buyer places an order for more than one SUNSHINE Cottage Home™ (KIT) (2 or more) (example \$2,000.00 = two-home orders) and buyer decides to cancel order after 72-hours than a maximum of \$1,500.00 will be non-refundable.
- c) If buyer decides to cancel order during phase III and or phase IV order fulfillment process (prior to actual delivery) than buyer will receive a full refund for all funds paid seller less \$5,000.00 in restocking, labor, service fees per SUNSHINE Cottage Home™ model ordered.
- d) If the buyer decides to cancel order after phase III and or phase IV goods have been delivered to the buyers build site it will be the buyer's responsibility to personally coordinate and return all delivered goods back to closest The Home Depot store.
- e) The buyer will be licensed to build one (1) SUNSHINE Cottage Home™ model for the exact number homes purchased. Example: If buyer purchased #10-SUNSHINE Cottage Home™ (KIT) of any model combination than buyer will not be licensed to build #11 or more SUNSHINE Cottage Homes™.
- f) After 72-hours has passed with no cancelation of order has been received than a copy of the complete engineered drawings for the SUNSHINE Cottage Home™ or homes ordered will be emailed to buyer.
- g) At any time, buyer cancels order after complete engineered drawings have been sent it will be required of the buyer to delete and destroy buyers copy of said plans.
- h) Additional cost: The buyer could incur additional cost above sellers published home prices that may be required for enhanced engineering of existing engineered home plans in order to account for wind, snow or earthquake, seismic reinforcement that me be determined on a case by case basis, per building codes with jurisdiction over the buyers build site.

- i) Appliances, fixtures or other building materials SKUS items could be replaced with a similar, different SKUS due to some suppliers that may change their designs or cancel a design or where Home Depot stores located in different markets may not have the exact same SKU selection offered in other Home Depot markets.

15) Hold Harmless Agreement

- a) This HOLD HARMLESS AGREEMENT. SUNSHINE Network Homes, Inc (hereinafter, "SNHI"), of 1174 cornucopia street, Salem, Oregon 97304. are sometimes individually referred to as "Party" "buyer" and collectively referred to as the "Parties."
- b) WHEREAS, buyer to hold harmless SNHI from any claims and/or litigation arising out of SNHI's actions in connection with Delivery of SUNSHINE Cottage HOME (KIT) all materials, supplies, appliances, fixtures.
- c) NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, buyer and SNHI hereby agree as follows:
- d) Buyer shall fully defend, indemnify, and hold harmless SNHI 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 willful misconduct on the part of SNHI, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . 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.
- e) 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.
- f) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- g) 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.
- h) Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

- 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 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. 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 court 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 in the federal and state courts 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.

16) 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 by all the parties 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 seller and the buyer hereby attorn to the jurisdiction of the Courts 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 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 inure to the benefit of and 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. Time is of the essence in this Agreement.
- k. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The buyer acknowledges that it has not relied upon any representations of the seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Terms of Sale / Order Agreement.

Agreement on this _____ day of _____, 20____
(seller)

[SUNSHINE Network Homes, Inc](#)

(buyer)

SIGNATURE: _____