VILLAGE OF BRADLEY

RESOLUTION NO. R-03-24-02

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING PURCHASE OF BUILDING KITS FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 11th DAY OF March 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 11th day of March 2024

RESOLUTION NO. R-03-24-02

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF BUILDING KITS FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village are authorized to enter into contracts that support and advance the legitimate public purposes of the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to purchase building kits for the main building/restaurant as well as a pavilion for the Bradley Sports Complex (the "building kits"); and

WHEREAS, Village Staff have requested and received a quote from Timberlyne of Wayne, Nebraska ("the Company") for the governmental discount price; and

WHEREAS, it is in the best interest of the Village to sole-source these items through Timberlyne due to the propriety ownership of the building system, and

WHEREAS, the Company has provided the Village with a written proposal, copy of which are attached hereto as Group Exhibit A and fully incorporated herein, in which the Company offers to sell the building kits in exchange for total consideration of four hundred seventy-seven thousand eight hundred fifty-one dollars and 88/100 dollars ($477,851.88) (the "Proposal"); and

WHEREAS, the Corporate Authorities of the Village have reviewed the Proposal and have determined that the terms, conditions, and provisions thereof are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that approving the Proposal in an amount not to exceed four hundred seventy-seven thousand eight hundred fifty-one dollars and 88/100 dollars ($477,851.88) is in the best interests of the Village and its citizens; and

WHEREAS, the Corporate Authorities of the Village have further determined, by the affirmative vote of two-thirds (2/3) of all Village Trustees presently holding office, that it is necessary, expedient, and in the best interests of the Village and its citizens to waive any and all competitive bidding requirements that might otherwise be applicable to the Proposals.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the Proposals (Group Exhibit A) are fair, reasonable, and acceptable to the Village. Therefore, the Corporate Authorities of the Village hereby approve the Proposal in an amount not to exceed four hundred seventy-seven thousand eight hundred fifty-one dollars and 88/100 dollars ($477,851.88) and direct the Mayor to undertake any and all actions, including without limitation the execution and delivery of documents, necessary to engage the Company to complete the Project as set forth in the Proposals.

SECTION 3 In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[*Intentionally Blank*]

PASSED by the Board of Trustees on a roll call vote on the 11th day of March 2024.

TRUSTEES:

RYAN LEBRAN	Aye – ____	Nay – ____	Absent – ✓
BRIAN BILLINGSLEY	Aye – ✓	Nay – ____	Absent – ____
DARREN WESTPHAL	Aye – ✓	Nay – ____	Absent – ____
BRIAN TIERI	Aye – ✓	Nay – ____	Absent – ____
GRANT D. VANDENHOUT	Aye – ✓	Nay – ____	Absent – ____
GENE JORDAN	Aye – ✓	Nay – ____	Absent – ____

VILLAGE PRESIDENT:

MICHAEL WATSON	Aye – ____	Nay – ____	Absent – ____
TOTALS:	**Aye – ____**	**Nay – ____**	**Absent – ____**

ATTEST:

KELLI BRZA, VILLAGE CLERK

APPROVED this 11th day of March 2024.

MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-03-24-02 "A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF BUILDING KITS FOR THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS" which was adopted by the Village Corporate Authorities at a meeting held on the 11th day of March, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 11th day of March 2024.

KELLI BRZA, VILLAGE CLERK

(SEAL)

Exhibit A

TIMBERLYNE

PURCHASE AGREEMENT

PAGE 1

Date: 02/20/2024
Prepared By: Ben Jackson

Buyer:	Village of Bradley			Deliver To:	Village of Bradley		
Address:	xxxx McKnight Road			Address:	xxx McKnight Road		
City:	Boubonnais	State: IL	Zip Code: 60915	City:	Burbonnais	State: IL	Zip Code: 60915
Phone:	(815) 936-5107	Contact Name:	Michael Watson	Phone:	(815) 936-5107	Contact Name:	Michael Watson
E-mail:	rromo@bradleyil.org			E-mail:	rromo@bradleyil.org		
				Preferred Delivery:			

Quantity	TIMBERLYNE - Structure			Unit Price	Amount
1	Post and Beam Frame with Purlins	8x Pine	Rough Sawn	$238,873.00	$238,873.00
	62' x 96' Western Horse Barn (Pre-Design Imperial) Configured as Follows:				
	30' x 96' Center with 2ea 16' x 96' Enclosed Lean-to's, 12' Bent Spacing				
1	Add 12' to Length			$21,866.30	$21,866.30
	Includes 1/2" CDX Sheathing and Blocking for Walls Only				
1	Increase Height of Original Structure 2'			$14,269.56	$14,269.56
1	Add 12'X84' Rafter Style Porch with 2"X6" T&G Roof Decking			$23,578.26	$23,578.26
-1	Decrease Size of loft from 30'X40' to 30'X24'			$4,486.96	($4,486.96)
3	DF Laminated Beams Under Loft			$3,157.89	$9,473.67
-1	Credit for Board and Batten Siding			$30,163.04	($30,163.04)
-1	Credit for Duplication in Sheathing in Original Pricing and Vertical Wall Framing			$12,236.84	($12,236.84)
	Upgrade				
	***If you upgraded entire frame to Douglas Fir 8"x it would cost $72,200 additional				
1	Timberlyne Municipality Price Adjustment			($20,000.00)	($20,000.00)
	***Additional Engineering Upgrades are Possible				
	***Price includes posts, beams, trusses, hardware, roof sheathing, wall sheathing,				
	vertical wall framing, facia board, soffit, sill plate, house wrap, roof underlayment,				
	roof SIPs, purlins, and loft with 2"X6" decking.				
	***Price does not include installation, finished roof, doors, windows, mechanicals,				
	interior finishes, interior walls, site prep, or wall insulation.				
	***See page 3 for insulation packages, vertical wall framing, and cost to upgrade				
	from vwf to wall SIPs.				

○ *This is an estimate only and I am not obligated or committing to purchase anything at this time.*

◉ *I hereby agree to purchase the items contained in this Purchase Agreement.*

BUYER:

Buyer's Name Printed

Buyer's Signature

Date:

Contact Information:

Timberlyne
116 West 1st Street
Wayne, NE 68787
(402) 833-5600
(888) 489-1680

TIMBERLYNE:

Seller's Name Printed

Seller's Signature

Date:

Total Page 1:		$241,173.95
Total Page 2:		($20,423.92)
Total Page 3:		$185,036.85
Product Total:		$405,786.88
Estimated Shipping:		$28,000.00
Sales Tax	0.00%	$0.00
Estimated Engineering Fee:		$5,000.00
ORDER GRAND TOTAL:		$438,786.88
Down Payment:		$43,878.60

TIMBERLYNE

TIMBERLYNE
PAGE 2

Quantity	Accessories, Options and Adjustments	Unit Price	Amount
	*****Beginning of List of Accessories in Pre-Design Package*****		
1	Loft, 30' x 40' with 2" x 6" T&G Decking	$0.00	$0.00
1	Loft Railing, 30'	$0.00	$0.00
1	Stair Package, 4', "L" Shaped	$0.00	$0.00
2	Door, Double Slider, 12' x 12' with Track and Hardware	$0.00	$0.00
2	Door, Double Slider, 8' x 8' with Track and Hardware	$0.00	$0.00
30	Window, 6-lite, 26" x 37", Hopper Style	$0.00	$0.00
2	Copper Louvered Gable Vent, 12" x 16"	$0.00	$0.00
1	Large Hay Hood	$0.00	$0.00
1	Widow's Peak, Non-Working Decorative	$0.00	$0.00
-1	Credit for Stairs	$2,826.09	($2,826.09)
-1	Credit for Loft Railing	$586.96	($586.96)
-1	Credit for all doors and windows	$17,010.87	($17,010.87)
		Total Accessories, Options and Adjustments Page 2:	($20,423.92)

Buyer Initials

TIMBERLYNE

TIMBERLYNE
PAGE 3

Quantity	Accessories, Options and Adjustments - Continued	Unit Price	Amount
0	See below for insulation and vertical wall framing	$0.00	$0.00
	***To upgrade from Vertical Wall Framing Package to to R26 Wall SIPs would be		
	approximately $95,810.52 and add 2 trucks at $2,000/truck for shipping.		

*** Structural loads are estimated and confirmed on final plans and in engineering review. This may lead to structural changes that will affect costs in materials & pricing ***

**** Roof & Wall square footages are estimated and confirmed on final plans and in CAD ****

***** Pricing on wall framing, floor systems, and insulation shown are estimations reflecting current market pricing of materials beyond Timberlyne's control, and will be reviewed for current pricing upon final plans prior to ordering materials for manufacturing. See Page 5 "Changes"of Terms & Conditions for further details. *****

Quantity	Estimated Upgrade Packages (exact amounts determined on final plans)			Unit Price	Amount
1	R-42 SIP Roof Insulation Package- See below for inclusions	Sq.Ft. Estimate	10,500	$163,026.32	$163,026.32
1	Vertical Wall Framing w/CDX - See below for inclusions	Sq.Ft. Estimate	8,000	$22,010.53	$22,010.53
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
				Page 3 Grand Total:	$185,036.85

IF PURCHASED: UPGRADE PACKAGES LISTED BELOW SHOW MATERIALS INCLUDED

Truss Joist Sub-Floor Includes:

- 11-7/8" TJI Floor System (16" OC) with Rim Board
- 3/4" OSB (2" x 6" KD T&G decking optional upgrade)
- This item can be used over crawl spaces, lofts, or basements
- Additional materials such as LVL's and/or additional framing materials around floor openings may be needed depending on final design and are not included in standard package price.

Standard Loft Floor Includes:

- Approximate 40# live load
- 2" x 10" Rough Sawn Loft joists & 2" x 6" Nominal T&G KD Pine Decking
- GLU-LAM BEAMS IF REQUIRED ARE NOT INCLUDED

Standard Barn Wall Framing:

- 24" OC horizontally framed rough sawn 2"x6" girts & girt wood fasteners. 1st "row" of girts are treated 2x6's.
- Treated Sill Plate & concrete anchors
- 1/2" Sheathing (OSB or CDX options) and Standard House Wrap
- NO INTERIOR SIDING (1"x10" KD board or 1"x8" T&G optional add-ons)

Vertical Wall Framing Includes:

- 16" OC vertical framed 2"x6" walls between perimeter bent framing
- Treated Sill Plate & concrete anchors
- 1/2" Sheathing (OSB or CDX options) and Standard House Wrap
- NO INTERIOR SIDING (1"x10" KD board or 1"x8" T&G optional add-ons)

SIP Roof &/or SIP Wall Insulation Includes:

Roof Options: R51, R42 or R33
Wall Options: R33, R26 or R17

- EPS foam jumbo panels, two sided OSB skins
- Panels are pre-cut, custom designed & include electrical chases
- Insulated box splines or I-Joists at panel connections
- Fasteners to connect panels & panel screws
- SIP Tape & SIP-Seal Panel sealant
- Roof includes perimeter lumber for overhangs
- Synthetic Roof Underlayment for roof
- Housewrap included for walls
- Walls Include treated lumber for base plate
- Walls include premium lumber for sill plate, top plate, corners & openings.
- Standard 4x6, 24" OC purlins upgraded to 6x8, 48" OC purlins
- Laminated panel drawings for job site
- Optional 1x8 T&G ceiling can be added for roof system &/or interior walls

Buyer Initials ☐

TIMBERLYNE

Purchase Agreement Terms and Conditions

The purpose of this Purchase Agreement is to outline expectations for both Timberlyne (Seller) and Buyer for the purchase of Timberlyne product(s).

Sand Creek Post & Beam, Inc. DBA Timberlyne.

SCOPE: These Terms and Conditions (these "Terms") govern the sale of products (the "Products") to the Buyer as described on the accompanying Order Form (as amended from time to time, "Order Form" and, together with these Terms and Conditions, this "Purchase Agreement"). This Purchase Agreement constitutes the final, complete, and exclusive agreement between Buyer and Seller as to the sale of the Product identified in Order Form and supersedes all prior oral or written agreements (whether expressed or implied, including implied by custom, practice, course of dealing, or otherwise) with respect to the same. Buyer's execution of this Purchase Agreement, the making of any payment, or deposit to Seller as provided in this Purchase Agreement will constitute Buyer's acceptance of the terms and conditions of this Purchase Agreement. To the extent there are any inconsistencies between these Terms and Conditions and Order Form, the latter will control.

ORDERS: Acceptance of Buyer's order is expressly made conditional on assent to the terms and conditions set forth herein, which shall constitute the complete agreement between the parties.

PRODUCTS COMMITMENT: Seller will provide all materials necessary as outlined in the Order Form in order for the Buyer to construct the Timberlyne portion of the structure. The Buyer agrees to follow the final plans and reference the construction guide and become knowledgeable on the additional items necessary/recommended to erect the building that are not included in the Product(s) purchased.

SITE AND PERMIT PREPARATION: Buyer will provide a site as well as the equipment necessary to unload and store all building materials during the arrival, unloading, and building of the Products. The Buyer is responsible for knowing of and acquiring any permits necessary in order to construct the Products. If Seller includes in Order Form installation services, Seller will provide its own equipment to unload. It is the Buyer's responsibility to ensure the site & material storage area is flat and free of mud and is ready for delivery and unload of Products.

DELIVERY:

1. **Date:** Seller shall assign a delivery date(s) for the Products after the progress payment is received by Seller. Any changes to the shipping/delivery date requested by the Buyer after a shipping/delivery date has been set may result in additional fees, penalties, storage charges, and other expenses, and such amounts shall be invoiced to and paid by Buyer. Buyer's requested changes to the shipping/delivery date is subject to approval by Seller in its sole discretion. Seller reserves the right to make delivery in installments, unless otherwise expressly agreed to by the parties; all such installments to be separately invoiced and paid for when due per the invoice, without regard to subsequent deliveries. Estimated total shipping costs will be sent to the Buyer within 30 days of shipment of the Products. Any credit or additional costs will be applied at time of shipment.

2. **Buyer Requested Delay:** Buyer acknowledges and agrees that Seller begins production of the Products upon the schedule agreed to by the parties, and that any deviation in the schedule may cause Buyer to incur additional expenses for changes in shipping, storage, demurrage, and other expenses related to such delay. In the event Buyer requires a change to the shipping/delivery date ("Delay"), Buyer shall promptly submit a Delay request to Seller at least thirty-one (31) days prior to the shipping/delivery date. If Buyer requests a Delay within thirty (30) days before the scheduled shipping/delivery date, the following fees will be incurred: (a) $1,000 to reschedule (if request is made within fifteen (15) or more calendar days before the agreed upon shipment/delivery date); (b) $2,500 to reschedule (if request is made within fifteen (15) calendar days of the agreed upon shipment/delivery date). Additionally, demurrage fees of 0.25% of final Product Total per week of such Delay will be calculated and assessed for delays after fourteen (14) days of the original agreed upon shipment/delivery date. If Buyer requests a Delay, Seller, in its sole and absolute discretion, will store the Products for a period no longer than ninety (90) days, and shall ship the Products to Buyer upon expiration of such ninety (90) day period. Buyer shall indemnify, defend, and hold harmless from any and all claims arising out of or related to a Delay requested by Buyer.

3. **Location:** Seller will ship the Product to the specified address provided by the Buyer on the Order Form (the "Delivery Point"). If for any reason Buyer, or Buyer's contractor or other agent fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Product at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Product shall pass to Buyer; (ii) the Product shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Product until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. **Requirements and Specifications:**

   a. Buyer's Products will arrive on full-size flatbed or step deck trailer(s). The truck/trailer combination is on average 75' in length, 13'6" in height and 8'6" wide with a weight of up to 80,000 lbs.

   b. It is the Buyer's responsibility to ensure that the route into the Delivery Point and the building site in general is accessible and can accommodate safe and legal entry and exit of the truck(s) as necessary.

   c. The Buyer must be prepared with an alternate delivery plan and communicate that plan with Seller in the event of problems during delivery. Delays caused by not being prepared can result in significant additional expense to the Buyer in detention, storage, and other fees with the carrier. Buyer shall be solely liable for all such additional expenses, and shall indemnify, defend, and hold Seller harmless from additional expenses.

5. **Liability:** It is possible that unforeseen occurrences may happen during the trucking/delivery of the Product which may include, but are not limited to, mechanical, technical, weather, availability of transportation, or other inherit situations, which Seller cannot control and shall not be held liable for any such unforeseen circumstances.

6. **Non-Delivery:** The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within seven (7) business days of the date when the Products would in the ordinary course of events have been received. Any liability of Seller for non-delivery of any Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered. Buyer acknowledges and agrees that the remedies set forth in this section are Buyer's exclusive remedies for any non-delivery of Products.

Buyer Initials

INSPECTION AND REJECTION OF NONCONFORMING PRODUCTS: Buyer agrees to complete a full inspection of all Product upon receipt of each shipment. Any claims for shortage in quantity or defective Products should be communicated to Seller within ten (10) calendar days of receipt. Please note that due to the nature of wood and possible imperfections, the Seller provides additional material overages. If no communication has been made within ten (10) calendar days of receipt, the Seller will consider the receipt of Product as acceptable and an admission by Buyer that the Products fully comply with all terms and conditions in this Purchase Agreement. The Buyer is then responsible for proper care and maintenance of the Product through the completion of construction. If Buyer timely notifies Seller of any nonconforming Product, Seller shall, in its sole discretion, (i) replace such nonconforming Products with conforming Products, or (ii) credit or refund the Price for such nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith.

CONSTRUCTION DISCLAIMER: Seller assumes no liability as a result of the Buyer building a structure using the Products. The Buyer agrees to learn, or to hire same, and know best practices, industry standards, safety methods, in order to safely and properly assemble the Products. Seller shall not be liable for any accidents or injuries during construction. Buyer agrees to not hold Seller liable for decisions made after the Products have been delivered and inspected, as well as decisions made during construction between the contractor chosen by the Buyer and the Buyer. Buyer shall indemnify, defend and hold harmless the Seller regarding any possible liability, costs and attorney's fees that may arise or be alleged as a result of the Buyer building a structure using the Products.

The Buyer will be responsible for final decision/choice of selection of contractor. The Seller may provide recommendations of contractors they have previously worked with on prior projects. However, it is the sole responsibility of the Buyer to conduct due diligence prior to final selection of their choice. Buyer shall indemnify, defend and hold harmless the Seller regarding any possible liability, costs and attorney's fees that may arise or be alleged as a result of the Buyer's selection of a contractor.

INDEMNIFICATION: To the maximum extent permitted by law, Buyer shall indemnify, defend, and hold Seller harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Purchase Agreement, relating to, arising out of, or resulting from any claim alleging: (i) personal injury, death, or damage to real or personal property; (ii) Buyer's negligence or willful misconduct; (iii) Buyer's violation of applicable laws, rules, or regulations; and (iv) the infringement of any intellectual or proprietary rights of any third party.

PRICE: Buyer shall purchase the Product from Seller at the prices set forth in this Purchase Agreement. Prices for the Products do not include any applicable transportation and delivery charges, unless otherwise specified.

PAYMENT TERMS: Buyer shall pay all invoiced amounts due to Seller [on receipt/within 15 days from the date] of Seller's invoice. Buyer shall make all payments hereunder by any approved payment method, and in US dollars. Late payments shall be subject to interest on the unpaid balance at the maximum rate permitted by law.

Unless otherwise stipulated in the Sales Agreement, standard payments are made according to the following schedule:

Purchases NOT Installed by Timberlyne:

Down Payment:	20% of the Product Total and applicable sales tax upon signature of this Purchase Agreement.
Payment for production schedule:	50% of the revised Product Total and applicable sales tax and 100% of engineering fees; prior to Seller scheduling production.
Payment prior to shipping:	Product Total balance (approximately 30%), remaining engineering fees, and 100% of estimated shipping costs.

Purchases Installed by Timberlyne:

Down Payment:	20% of the Product Total and applicable sales tax upon signature of this Purchase Agreement.
Payment for production schedule:	50% of the revised Product Total and applicable sales tax plus 100% of engineering fees; prior to Seller scheduling production.
Payment prior to shipping:	20% of final Product Total and applicable sales tax, remaining engineering fees, and 100% of estimated shipping costs.
After Install completion:	Product total balance and applicable sales tax (approximately 10%), any unpaid engineering and/or shipping costs.

TAXES: Buyer may provide, and Seller may accept, a certificate of exemption or other documentation evidencing that some or all of the transactions contemplated by this Purchase Agreement are exempt from tax, and if such documentation is submitted by Buyer and accepted by Seller, Seller will not collect and remit sales, use or other excise taxes on such transaction(s); provided, however, that if an exemption certificate previously accepted by Seller is not recognized by the governmental taxing authority involved, or if such governmental taxing authority determines that such certificate does not cover all assessed taxes, Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, successors and assigns from and against any and all such taxes and any related interest or penalties that may arise therefrom. Seller will promptly notify Buyer of any such claim by any such governmental taxing authority, and will, at Buyer's option, permit Buyer to take charge of the resolution of such claim and provide reasonable cooperation in connection therewith; provided, however, that Buyer may not resolve such claim without the prior written consent of Seller.

CHANGES TO PRICING: Any change to the Order Form, including but not limited to the components, building criteria values, or shipping dates, may result in changes to the price of Products to be paid by the Buyer. When plans are finalized by the Buyer, Seller sets into motion the manufacturing process including resources, material acquisition, engineering, and other expenses. Plans are considered "finalized" when stipulated by Buyer in writing and confirmed by Seller prior to engineering review. Any changes requested by the Buyer after the plans are finalized will result in additional cost and delays to manufacturing and delivery schedule. Any such monetary costs will be collected from the Buyer prior to changes being implemented by the Seller. If Buyer requests changes to plans after Buyer has agreed their plans are final, a minimum fee of $2,500 will be added to the Product Total. This fee is independent of, and in addition to, any additional costs that may result from additional engineering fees and/or changes in materials caused by the change request.

During the final design process and/or after the engineering review process, structural changes may be requested by Buyer and/or required by the engineering review that will result in changes +/- to the original product scope and price. These changes will be communicated to the Buyer with the corresponding price changes associated with those structural changes.

In the event the cost of certain materials (example: plywood, OSB, nominal lumber, SIPS, etc.) increases or decreases by more than 10% between the date of this contract and the date of material purchase by the Seller (materials will not be purchased until engineered drawings are complete and project is set for manufacturing), the Contract Sum shall be adjusted to reflect the current pricing of those materials. The Seller's adjustment shall be made by change order or contract addendum. Any claim by Seller for payment of a cost increase shall require written notice to Buyer stating the increased cost and the building material(s) in question. The Buyer will have the option at that time to agree to pay the adjusted increased pricing or to deduct any line item(s) that are not agreed upon and source those materials elsewhere at their own effort. A deduction of any line item(s) will not affect the remaining contract materials.

TITLE AND RISK OF LOSS: All Products are shipped FOB Seller's facility located in Wayne, NE (Incoterms 2020). Title and risk of loss passes to the Buyer when the Products are picked up at the Seller's facility by the Buyer or by common carrier. When placing or re-selling a Timberlyne building(s) or products, it is the obligation of the Buyer and not that of the Seller to observe applicable local codes and regulations.

BUYER'S ACTS OR OMISSIONS: If Seller's performance of its obligations under this Purchase Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Purchase Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Buyer Initials

TERMINATION: Seller shall have the right to immediately suspend or cancel this Purchase Agreement, or any part thereof, and any other outstanding contracts at any time upon (i) Buyer materially breaching this Purchase Agreement, upon written notice to Buyer, or (ii) Buyer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition being filed in a court of competent jurisdiction proposing the appointment of a receiver or that Buyer be adjudicated bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency act.

CANCELLATION BY BUYER: Cancellation must be in writing and received by Seller. Buyer requesting cancellation shall receive a full refund of payments made, less any costs incurred by Seller. These costs can include, but are not limited to: CAD design time, Project Management time, processing fees, engineering fees, architectural fees, purchased materials and logistics coordination/booking.

CANCELLATION BY SELLER: Seller reserves the right to cancel any orders placed by Buyer, or to refuse or delay shipment thereof, if Buyer: (i) fails to make any payment as provided in this Purchase Agreement or under the terms of payment set forth in any invoice or otherwise agreed to by Seller and Buyer; (ii) fails to meet reasonable credit or financial requirements established by Seller, including any limitations on allowable credit; or (iii) otherwise fails to comply with this Purchase Agreement.

CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Purchase Agreement is confidential, solely for the use of performing this Purchase Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Seller on a non-confidential basis from a third party.

PRODUCT WARRANTY: Timberlyne Products are made from natural materials. As such there are inherent imperfections that may be present such as knots and cracks. Some checking of the posts and beams are a normal, natural part of the drying process and add to the charm of the overall Products.

Timberlyne Products are designed to comply with or exceed most building code standards. Timberlyne warrants to the original purchaser of this Products that, should there be any defects in the design, material or workmanship during the first year after purchase, Timberlyne will repair or replace the defective component(s) at its option. Timberlyne warranty does not apply to components or materials resold by Timberlyne in the original condition as received from the manufacturer or distributor, nor to damage caused by shipping (unless shipped by Timberlyne).

It is further understood that the above-stated express warranties shall not apply if Buyer in any way modifies, alters or misuses any Products, nor shall the warranties apply to wear and tear from normal usage, any Products that have been subjected to accident, abuse or neglect by Buyer, any Products which have been repaired, altered or modified by any party, other than Seller, without prior written authorization from Seller, or any Products that have been improperly installed, stored, used or maintained by Buyer.

To ensure your maximum satisfaction, please read and follow the procedures set forth in the final drawings and any related instructions which accompany the Product. Failure to follow the final drawings, Construction Guide or any related instructions, and any abuse or misuse of the Products including unauthorized alterations, will void this Limited Warranty. Seller will not be responsible for damage caused by the location of the Products on or over inappropriate soils or terrain, improper or prolonged storage of Products or by the use of improper replacement parts. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, AND TIMBERLYNE MAKES NO ADDITONAL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION , WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TIMBERLYNE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE RESPONSIBLE TO BUYER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, OR FOR ATTORNEY'S FEES, LOSS OF USE, LOSS OF MARKET SHARE, OR LOST PROFITS HOWSOEVER THESE MAY BE CHARACTERIZED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY AMOUNT WHICH IN COMBINATION WITH ALL CLAIMS BY BUYER AGAINST BUYER RELATED TO THIS PURCHASE AGREEMENT EXCEEDS THE PRICE OF THE PRODUCTS AND/OR SERVICES PROVIDED UNDER THE PURCHASE AGREEMENT. IN ANY EVENT, THE LIABILITY OF SELLER TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER ANY WARRANTY OR OTHERWISE, IS EXCLUSIVELY LIMITED TO THE REMEDIES EXPRESSLY PROVIDED UNDER THE TERMS OF THIS PURCHASE AGREEMENT, IN LIEU OF ANY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY.

FORCE MAJEURE Seller shall not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, fire, flood, accident, explosion, mechanical breakdown, strike or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting Product or any law, regulation, order, recommendation or request of any governmental authority having or claiming to have jurisdiction over Seller, its subcontractors and/or its suppliers. In addition, Seller shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any labor or material necessary for manufacturing Product or performing services. In the event that there should be a shortage of any Product, Seller may apportion its available Product among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Upon giving prompt written notice to Buyer of any such causes of a delay or failure in its performance of any obligation under this Purchase Agreement, the time of performance by Seller shall be extended, at Seller's option, to the extent of any delay resulting from any force majeure event.

SEVERANCE: In the event any part of this Purchase Agreement is held to be void, invalid or unenforceable by any court of law or administrative proceeding, the remaining provisions of this Purchase Agreement shall be valid and enforceable.

CHOICE OF LAW, JURISDICTION AND VENUE: This Purchase Agreement is to be interpreted under the laws of the State of Nebraska. The substantive and procedural laws of the State of Nebraska shall apply to this Purchase Agreement. Any disputes regarding any dealings between the Buyer and the Seller, including this Purchase Agreement, shall be resolved in a court of competent jurisdiction in Wayne County, Nebraska.

NO THIRD-PARTY BENEFICIARIES: This Purchase Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Purchase Agreement.

AMENDMENT AND MODIFICATION: This Purchase Agreement may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

ASSIGNMENT: Buyer shall not assign any of its rights or delegate any of its obligations under this Purchase Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Purchase Agreement.

Buyer Initials

TIMBERLYNE

PURCHASE AGREEMENT

PAGE 1

Date: 03/06/2024
Prepared By: Ben Jackson

Buyer:	Village of Bradley			Deliver To:	Village of Bradley		
Address:	xxxx McKnight Road			Address:	xxx Mcknight Road		
City:	Boubonnais	State: IL	Zip Code: 60915	City:	Boubonnais	State: IL	Zip Code: 60915
Phone:	(815) 936-5107	Contact Name:	Michael Watson	Phone:	(815) 936-5107	Contact Name:	Michael Watson
E-mail:	rromo@bradleyil.org			E-mail:	rromo@bradleyil.org		
				Preferred Delivery:			

Quantity	TIMBERLYNE - Structure			Unit Price	Amount
1	Post and Beam Frame with Purlins	8x FOHC DF	Rough Sawn	$37,365.00	$37,365.00
	22'X24' Gable Style Pavilion with 6 down posts				
	-Includes 1"X8" T&G roof decking.				
	-Douglas Fir 22' Bottom Chord Trusses.				
	Hardware to connect.				
	Does not include install or finished roof				
1	Village of Bradley Discount			($1,800.00)	($1,800.00)

This is an estimate only and I am not obligated or committing to purchase anything at this time.

I hereby agree to purchase the items contained in this Purchase Agreement.

BUYER:

Buyer's Name Printed

Buyer's Signature

Date:

Contact Information:

Timberlyne
116 West 1st Street
Wayne, NE 68787
(402) 833-5600
(888) 489-1680

TIMBERLYNE:

Seller's Name Printed

Seller's Signature

Date:

Total Page 1:	$35,565.00
Total Page 2:	$0.00
Total Page 3:	$0.00
Product Total:	$35,565.00
Estimated Shipping:	$2,000.00
Sales Tax	$0.00
Estimated Engineering Fee:	$1,500.00
ORDER GRAND TOTAL:	$39,065.00
Down Payment:	$0.00

TIMBERLYNE
PAGE 2

Quantity	Accessories, Options and Adjustments	Unit Price	Amount
0	Nothing Added	$0.00	$0.00

Total Accessories, Options and Adjustments Page 2: $0.00

Buyer Initials ☐

TIMBERLYNE
PAGE 3

Quantity	Accessories, Options and Adjustments - Continued	Unit Price	Amount
0	Nothing Added	$0.00	$0.00

* Structural loads are estimated and confirmed on final plans and in engineering review. This may lead to structural changes that will affect costs in materials & pricing *
** Roof & Wall square footages are estimated and confirmed on final plans and in CAD **
*** Pricing on wall framing, floor systems, and insulation shown are estimations reflecting current market pricing of materials beyond Timberlyne's control, and will be reviewed for current pricing upon final plans prior to ordering materials for manufacturing. See Page 5 "Changes"of Terms & Conditions for further details. ***

Quantity	Estimated Upgrade Packages (exact amounts determined on final plans)			Unit Price	Amount
	Left Blank	Sq.Ft. Estimate			
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
		Sq.Ft. Estimate			
				Page 3 Grand Total:	$0.00

IF PURCHASED: UPGRADE PACKAGES LISTED BELOW SHOW MATERIALS INCLUDED

Truss Joist Sub-Floor Includes:

- 11-7/8" TJI Floor System (16" OC) with Rim Board
- 3/4" OSB (2" x 6" KD T&G decking optional upgrade)
- This item can be used over crawl spaces, lofts, or basements
- Additional materials such as LVL's and/or additional framing materials around floor openings may be needed depending on final design and are not included in standard package price.

Standard Barn Wall Framing:

- 24" OC horizontally framed rough sawn 2"x6" girts & girt wood fasteners. 1st "row" of girts are treated 2x6's.
- Treated Sill Plate & concrete anchors
- 1/2" Sheathing (OSB or CDX options) and Standard House Wrap
- NO INTERIOR SIDING (1"x10" KD board or 1"x8" T&G optional add-ons)

SIP Roof &/or SIP Wall Insulation Includes:

Roof Options: R51, R42 or R33
Wall Options: R33, R26 or R17
- EPS foam jumbo panels, two sided OSB skins
- Panels are pre-cut, custom designed & include electrical chases
- Insulated box splines or I-Joists at panel connections
- Fasteners to connect panels & panel screws
- SIP Tape & SIP-Seal Panel sealant
- Roof includes perimeter lumber for overhangs
- Synthetic Roof Underlayment for roof
- Housewrap included for walls
- Walls include treated lumber for base plate
- Walls include premium lumber for sill plate, top plate, corners & openings.
- Standard 4x6, 24" OC purlins upgraded to 6x8, 48" OC purlins
- Laminated panel drawings for job site
- Optional 1x8 T&G ceiling can be added for roof system &/or interior walls

Standard Loft Floor Includes:

- Approximate 40# live load
- 2" x 10" Rough Sawn Loft joists & 2" x 6" Nominal T&G KD Pine Decking
- GLU-LAM BEAMS IF REQUIRED ARE NOT INCLUDED

Vertical Wall Framing Includes:

- 16" OC vertical framed 2"x6" walls between perimeter bent framing
- Treated Sill Plate & concrete anchors
- 1/2" Sheathing (OSB or CDX options) and Standard House Wrap
- NO INTERIOR SIDING (1"x10" KD board or 1"x8" T&G optional add-ons)

Buyer Initials

TIMBERLYNE
Purchase Agreement Terms and Conditions

The purpose of this Purchase Agreement is to outline expectations for both Timberlyne (Seller) and Buyer for the purchase of Timberlyne product(s).

Sand Creek Post & Beam, Inc. DBA Timberlyne.

SCOPE: These Terms and Conditions (these "Terms") govern the sale of products (the "Products") to the Buyer as described on the accompanying Order Form (as amended from time to time, "Order Form" and, together with these Terms and Conditions, this "Purchase Agreement"). This Purchase Agreement constitutes the final, complete, and exclusive agreement between Buyer and Seller as to the sale of the Product identified in Order Form and supersedes all prior oral or written agreements (whether expressed or implied, including implied by custom, practice, course of dealing, or otherwise) with respect to the same. Buyer's execution of this Purchase Agreement, the making of any payment, or deposit to Seller as provided in this Purchase Agreement will constitute Buyer's acceptance of the terms and conditions of this Purchase Agreement. To the extent there are any inconsistencies between these Terms and Conditions and Order Form, the latter will control.

ORDERS: Acceptance of Buyer's order is expressly made conditional on assent to the terms and conditions set forth herein, which shall constitute the complete agreement between the parties.

PRODUCTS COMMITMENT: Seller will provide all materials necessary as outlined in the Order Form in order for the Buyer to construct the Timberlyne portion of the structure. The Buyer agrees to follow the final plans and reference the construction guide and become knowledgeable on the additional items necessary/recommended to erect the building that are not included in the Product(s) purchased.

SITE AND PERMIT PREPARATION: Buyer will provide a site as well as the equipment necessary to unload and store all building materials during the arrival, unloading, and building of the Products. The Buyer is responsible for knowing of and acquiring any permits necessary in order to construct the Products. If Seller includes in Order Form installation services, Seller will provide its own equipment to unload. It is the Buyer's responsibility to ensure the site & material storage area is flat and free of mud and is ready for delivery and unload of Products.

DELIVERY:

1. **Date**: Seller shall assign a delivery date(s) for the Products after the progress payment is received by Seller. Any changes to the shipping/delivery date requested by the Buyer after a shipping/delivery date has been set may result in additional fees, penalties, storage charges, and other expenses, and such amounts shall be invoiced to and paid by Buyer. Buyer's requested changes to the shipping/delivery date is subject to approval by Seller in its sole discretion. Seller reserves the right to make delivery in installments, unless otherwise expressly agreed to by the parties; all such installments to be separately invoiced and paid for when due per the invoice, without regard to subsequent deliveries. Estimated total shipping costs will be sent to the Buyer within 30 days of shipment of the Products. Any credit or additional costs will be applied at time of shipment.

2. **Buyer Requested Delay:** Buyer acknowledges and agrees that Seller begins production of the Products upon the schedule agreed to by the parties, and that any deviation in the schedule may cause Buyer to incur additional expenses for changes in shipping, storage, demurrage, and other expenses related to such delay. In the event Buyer requires a change to the shipping/delivery date ("Delay"), Buyer shall promptly submit a Delay request to Seller at least thirty-one (31) days prior to the shipping/delivery date. If Buyer requests a Delay within thirty (30) days before the scheduled shipping/delivery date, the following fees will be incurred: (a) $1,000 to reschedule (if request is made within fifteen (15) or more calendar days before the agreed upon shipment/delivery date); (b) $2,500 to reschedule (if request is made within fifteen (15) calendar days of the agreed upon shipment/delivery date). Additionally, demurrage fees of 0.25% of final Product Total per week of such Delay will be calculated and assessed for delays after fourteen (14) days of the original agreed upon shipment/delivery date. If Buyer requests a Delay, Seller, in its sole and absolute discretion, will store the Products for a period no longer than ninety (90) days, and shall ship the Products to Buyer upon expiration of such ninety (90) day period. Buyer shall indemnify, defend, and hold harmless from any and all claims arising out of or related to a Delay requested by Buyer.

3. **Location**: Seller will ship the Product to the specified address provided by the Buyer on the Order Form (the "Delivery Point"). If for any reason Buyer, or Buyer's contractor or other agent fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Product at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Product shall pass to Buyer; (ii) the Product shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Product until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. **Requirements and Specifications:**

   a. Buyer's Products will arrive on full-size flatbed or step deck trailer(s). The truck/trailer combination is on average 75' in length, 13'6" in height and 8'6" wide with a weight of up to 80,000 lbs.

   b. It is the Buyer's responsibility to ensure that the route into the Delivery Point and the building site in general is accessible and can accommodate safe and legal entry and exit of the truck(s) as necessary.

   c. The Buyer must be prepared with an alternate delivery plan and communicate that plan with Seller in the event of problems during delivery. Delays caused by not being prepared can result in significant additional expense to the Buyer in detention, storage, and other fees with the carrier. Buyer shall be solely liable for all such additional expenses, and shall indemnify, defend, and hold Seller harmless from additional expenses.

5. **Liability:** It is possible that unforeseen occurrences may happen during the trucking/delivery of the Product which may include, but are not limited to, mechanical, technical, weather, availability of transportation, or other inherit situations, which Seller cannot control and shall not be held liable for any such unforeseen circumstances.

6. **Non-Delivery:** The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within seven (7) business days of the date when the Products would in the ordinary course of events have been received. Any liability of Seller for non-delivery of any Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered. Buyer acknowledges and agrees that the remedies set forth in this section are Buyer's exclusive remedies for any non-delivery of Products.

Buyer Initials

INSPECTION AND REJECTION OF NONCONFORMING PRODUCTS: Buyer agrees to complete a full inspection of all Product upon receipt of each shipment. Any claims for shortage in quantity or defective Products should be communicated to Seller within ten (10) calendar days of receipt. Please note that due to the nature of wood and possible imperfections, the Seller provides additional material overages. If no communication has been made within ten (10) calendar days of receipt, the Seller will consider the receipt of Product as acceptable and an admission by Buyer that the Products fully comply with all terms and conditions in this Purchase Agreement. The Buyer is then responsible for proper care and maintenance of the Product through the completion of construction. If Buyer timely notifies Seller of any nonconforming Product, Seller shall, in its sole discretion, (i) replace such nonconforming Products with conforming Products, or (ii) credit or refund the Price for such nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith.

CONSTRUCTION DISCLAIMER: Seller assumes no liability as a result of the Buyer building a structure using the Products. The Buyer agrees to learn, or to hire same, and know best practices, industry standards, safety methods, in order to safely and properly assemble the Products. Seller shall not be liable for any accidents or injuries during construction. Buyer agrees to not hold Seller liable for decisions made after the Products have been delivered and inspected, as well as decisions made during construction between the contractor chosen by the Buyer and the Buyer. Buyer shall indemnify, defend and hold harmless the Seller regarding any possible liability, costs and attorney's fees that may arise or be alleged as a result of the Buyer building a structure using the Products.

The Buyer will be responsible for final decision/choice of selection of contractor. The Seller may provide recommendations of contractors they have previously worked with on prior projects. However, it is the sole responsibility of the Buyer to conduct due diligence prior to final selection of their choice. Buyer shall indemnify, defend and hold harmless the Seller regarding any possible liability, costs and attorney's fees that may arise or be alleged as a result of the Buyer's selection of a contractor.

INDEMNIFICATION: To the maximum extent permitted by law, Buyer shall indemnify, defend, and hold Seller harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Purchase Agreement, relating to, arising out of, or resulting from any claim alleging: (i) personal injury, death, or damage to real or personal property; (ii) Buyer's negligence or willful misconduct; (iii) Buyer's violation of applicable laws, rules, or regulations; and (iv) the infringement of any intellectual or proprietary rights of any third party.

PRICE: Buyer shall purchase the Product from Seller at the prices set forth in this Purchase Agreement. Prices for the Products do not include any applicable transportation and delivery charges, unless otherwise specified.

PAYMENT TERMS: Buyer shall pay all invoiced amounts due to Seller [on receipt/within 15 days from the date] of Seller's invoice. Buyer shall make all payments hereunder by any approved payment method, and in US dollars. Late payments shall be subject to interest on the unpaid balance at the maximum rate permitted by law.

Unless otherwise stipulated in the Sales Agreement, standard payments are made according to the following schedule:

Purchases NOT Installed by Timberlyne:

Down Payment:	20% of the Product Total and applicable sales tax upon signature of this Purchase Agreement.
Payment for production schedule:	50% of the revised Product Total and applicable sales tax and 100% of engineering fees; prior to Seller scheduling production.
Payment prior to shipping:	Product Total balance (approximately 30%), remaining engineering fees, and 100% of estimated shipping costs.

Purchases Installed by Timberlyne:

Down Payment:	20% of the Product Total and applicable sales tax upon signature of this Purchase Agreement.
Payment for production schedule:	50% of the revised Product Total and applicable sales tax plus 100% of engineering fees; prior to Seller scheduling production.
Payment prior to shipping:	20% of final Product Total and applicable sales tax, remaining engineering fees, and 100% of estimated shipping costs.
After Install completion:	Product total balance and applicable sales tax (approximately 10%), any unpaid engineering and/or shipping costs.

TAXES: Buyer may provide, and Seller may accept, a certificate of exemption or other documentation evidencing that some or all of the transactions contemplated by this Purchase Agreement are exempt from tax, and if such documentation is submitted by Buyer and accepted by Seller, Seller will not collect and remit sales, use or other excise taxes on such transaction(s); provided, however, that if an exemption certificate previously accepted by Seller is not recognized by the governmental taxing authority involved, or if such governmental taxing authority determines that such certificate does not cover all assessed taxes, Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, successors and assigns from and against any and all such taxes and any related interest or penalties that may arise therefrom. Seller will promptly notify Buyer of any such claim by any such governmental taxing authority, and will, at Buyer's option, permit Buyer to take charge of the resolution of such claim and provide reasonable cooperation in connection therewith; provided, however, that Buyer may not resolve such claim without the prior written consent of Seller.

CHANGES TO PRICING: Any change to the Order Form, including but not limited to the components, building criteria values, or shipping dates, may result in changes to the price of Products to be paid by the Buyer. When plans are finalized by the Buyer, Seller sets into motion the manufacturing process including resources, material acquisition, engineering, and other expenses. Plans are considered "finalized" when stipulated by Buyer in writing and confirmed by Seller prior to engineering review. Any changes requested by the Buyer after the plans are finalized will result in additional cost and delays to manufacturing and delivery schedule. Any such monetary costs will be collected from the Buyer prior to changes being implemented by the Seller. If Buyer requests changes to plans after Buyer has agreed their plans are final, a minimum fee of $2,500 will be added to the Product Total. This fee is independent of, and in addition to, any additional costs that may result from additional engineering fees and/or changes in materials caused by the change request.

During the final design process and/or after the engineering review process, structural changes may be requested by Buyer and/or required by the engineering review that will result in changes +/- to the original product scope and price. These changes will be communicated to the Buyer with the corresponding price changes associated with those structural changes.

In the event the cost of certain materials (example: plywood, OSB, nominal lumber, SIPS, etc.) increases or decreases by more than 10% between the date of this contract and the date of material purchase by the Seller (materials will not be purchased until engineered drawings are complete and project is set for manufacturing), the Contract Sum shall be adjusted to reflect the current pricing of those materials. The Seller's adjustment shall be made by change order or contract addendum. Any claim by Seller for payment of a cost increase shall require written notice to Buyer stating the increased cost and the building material(s) in question. The Buyer will have the option at that time to agree to pay the adjusted increased pricing or to deduct any line item(s) that are not agreed upon and source those materials elsewhere at their own effort. A deduction of any line item(s) will not affect the remaining contract materials.

TITLE AND RISK OF LOSS: All Products are shipped FOB Seller's facility located in Wayne, NE (Incoterms 2020). Title and risk of loss passes to the Buyer when the Products are picked up at the Seller's facility by the Buyer or by common carrier. When placing or re-selling a Timberlyne building(s) or products, it is the obligation of the Buyer and not that of the Seller to observe applicable local codes and regulations.

BUYER'S ACTS OR OMISSIONS: If Seller's performance of its obligations under this Purchase Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Purchase Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Buyer Initials

TERMINATION: Seller shall have the right to immediately suspend or cancel this Purchase Agreement, or any part thereof, and any other outstanding contracts at any time upon (i) Buyer materially breaching this Purchase Agreement, upon written notice to Buyer, or (ii) Buyer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition being filed in a court of competent jurisdiction proposing the appointment of a receiver or that Buyer be adjudicated bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency act.

CANCELLATION BY BUYER: Cancellation must be in writing and received by Seller. Buyer requesting cancellation shall receive a full refund of payments made, less any costs incurred by Seller. These costs can include, but are not limited to: CAD design time, Project Management time, processing fees, engineering fees, architectural fees, purchased materials and logistics coordination/booking.

CANCELLATION BY SELLER: Seller reserves the right to cancel any orders placed by Buyer, or to refuse or delay shipment thereof, if Buyer: (i) fails to make any payment as provided in this Purchase Agreement or under the terms of payment set forth in any invoice or otherwise agreed to by Seller and Buyer; (ii) fails to meet reasonable credit or financial requirements established by Seller, including any limitations on allowable credit; or (iii) otherwise fails to comply with this Purchase Agreement.

CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Purchase Agreement is confidential, solely for the use of performing this Purchase Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Seller on a non-confidential basis from a third party.

PRODUCT WARRANTY: Timberlyne Products are made from natural materials. As such there are inherent imperfections that may be present such as knots and cracks. Some checking of the posts and beams are a normal, natural part of the drying process and add to the charm of the overall Products.

Timberlyne Products are designed to comply with or exceed most building code standards. Timberlyne warrants to the original purchaser of this Products that, should there be any defects in the design, material or workmanship during the first year after purchase, Timberlyne will repair or replace the defective component(s) at its option. Timberlyne warranty does not apply to components or materials resold by Timberlyne in the original condition as received from the manufacturer or distributor, nor to damage caused by shipping (unless shipped by Timberlyne).

It is further understood that the above-stated express warranties shall not apply if Buyer in any way modifies, alters or misuses any Products, nor shall the warranties apply to wear and tear from normal usage, any Products that have been subjected to accident, abuse or neglect by Buyer, any Products which have been repaired, altered or modified by any party, other than Seller, without prior written authorization from Seller, or any Products that have been improperly installed, stored, used or maintained by Buyer.

To ensure your maximum satisfaction, please read and follow the procedures set forth in the final drawings and any related instructions which accompany the Product. Failure to follow the final drawings, Construction Guide or any related instructions, and any abuse or misuse of the Products including unauthorized alterations, will void this Limited Warranty. Seller will not be responsible for damage caused by the location of the Products on or over inappropriate soils or terrain, improper or prolonged storage of Products or by the use of improper replacement parts. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, AND TIMBERLYNE MAKES NO ADDITONAL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION , WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TIMBERLYNE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE RESPONSIBLE TO BUYER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, OR FOR ATTORNEY'S FEES, LOSS OF USE, LOSS OF MARKET SHARE, OR LOST PROFITS HOWSOEVER THESE MAY BE CHARACTERIZED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY AMOUNT WHICH IN COMBINATION WITH ALL CLAIMS BY BUYER AGAINST BUYER RELATED TO THIS PURCHASE AGREEMENT EXCEEDS THE PRICE OF THE PRODUCTS AND/OR SERVICES PROVIDED UNDER THE PURCHASE AGREEMENT. IN ANY EVENT, THE LIABILITY OF SELLER TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER ANY WARRANTY OR OTHERWISE, IS EXCLUSIVELY LIMITED TO THE REMEDIES EXPRESSLY PROVIDED UNDER THE TERMS OF THIS PURCHASE AGREEMENT, IN LIEU OF ANY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY.

FORCE MAJEURE Seller shall not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, fire, flood, accident, explosion, mechanical breakdown, strike or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting Product or any law, regulation, order, recommendation or request of any governmental authority having or claiming to have jurisdiction over Seller, its subcontractors and/or its suppliers. In addition, Seller shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any labor or material necessary for manufacturing Product or performing services. In the event that there should be a shortage of any Product, Seller may apportion its available Product among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Upon giving prompt written notice to Buyer of any such causes of a delay or failure in its performance of any obligation under this Purchase Agreement, the time of performance by Seller shall be extended, at Seller's option, to the extent of any delay resulting from any force majeure event.

SEVERANCE: In the event any part of this Purchase Agreement is held to be void, invalid or unenforceable by any court of law or administrative proceeding, the remaining provisions of this Purchase Agreement shall be valid and enforceable.

CHOICE OF LAW, JURISDICTION AND VENUE: This Purchase Agreement is to be interpreted under the laws of the State of Nebraska. The substantive and procedural laws of the State of Nebraska shall apply to this Purchase Agreement. Any disputes regarding any dealings between the Buyer and the Seller, including this Purchase Agreement, shall be resolved in a court of competent jurisdiction in Wayne County, Nebraska.

NO THIRD-PARTY BENEFICIARIES: This Purchase Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Purchase Agreement.

AMENDMENT AND MODIFICATION: This Purchase Agreement may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

ASSIGNMENT: Buyer shall not assign any of its rights or delegate any of its obligations under this Purchase Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Purchase Agreement.

Buyer Initials