

Incredible Tiny Homes Purchase Agreement

Contract Number: _____

Sales Rep Id# _____

The following is considered the "Sales Order," and the final, complete, and full understanding and agreement between the parties. Any prior or contemporaneous agreements, being either verbal or in writing are considered void and unenforceable as all agreed-upon conditions, duties, warranties, and liabilities are contained herein. This means that all parol evidence, extrinsic evidence and representations, and the like are excluded and cannot bind either party to this contract. This agreement also satisfies and complies with the Statute of Frauds.

Although this document is created by the Seller (Incredible Tiny Homes, Inc.), as the Buyer, **you** are responsible for reading this thoroughly before signing it. If you read through it and have questions, ask the Seller for clarification, or consult your attorney. This agreement has options for you, the Buyer, and is not considered an adhesion contract.

I. Parties to the contract:

Incredible Tiny Homes, Inc. (hereafter "Seller") is hereby entering in a sales contract with _____ hereafter "Buyer") for the purchase of an **8' x 16' Incred-I- Box 2.0 (\$24,500.00)** Tiny Home. The exact description and specifications pertinent to this contract will be listed at the end of the contract, along with any applicable goods, items, or other tangible objects owned by the Buyer for the Seller's use in creating or otherwise manufacturing the Tiny Home subject to this agreement.

II. Purchase Price and applicable terms:

The agreed-upon consideration for the above-mentioned Tiny Home is **\$24,500.00 (the price does not include taxes for customers staying in TN)**.

A. The Buyer agrees to provide 100% of the total above-mentioned price, upon the execution of this contract (today if signed by both parties).

A.1 Contract and Funding must be submitted to ITH no later the 5 days after the date of issue. Failure is subject to the contract being voided.

B. The accepted method of payments includes **only** Cash, Check, Money Order, and Wire Transfer (Financing unavailable on Incred-I-Box Tiny Homes). The production of your Tiny Home is received and available to the Seller by credit being applied to the Seller's account. If using a Check or Money Order, the Buyer agrees to make it payable to:

Incredible Tiny Homes, Inc.

850 Industrial Road

Newport, TN37821

IV. 3-Day Order Cancellation Policy:

If the Buyer hereafter cancels this contract, the Cancellation must be received in writing and signed by the customer at the main office of Incredible Tiny Homes, Inc., at the address provided on Page One (1) of this contract. And must be within 3 days of signing. Cancellation is not considered to have occurred until the Seller receives notice of the Cancellation. This means that no verbal or electronic cancellation will be accepted, and only

written cancellation will apply. If the Cancellation is delivered on any other day than a regular business day (i.e., holidays or weekends), Cancellation will be valid as of the first following business day from the date of actual receipt of the Cancellation notification. After the standard 3-day waiting period, All Sales are final and Non-refundable.

V. Limitation of Warranties, Remedies, and Damages

- A. Warranty.** The warranty period is ninety (90) days and commences on the date of receipt or delivery, except that the warranty period for expendable parts such as bulbs and fuses is limited to thirty (30) days. Seller's warranty obligation is limited to providing remedial service during Seller's normal business hours, and days during the warranty period and repairing or replacing any defective material or work performed at its option. This includes defects, which have been promptly reported by Buyer and are so found by Seller upon inspection, during the warranty period. Examination and repair or replacement of such Equipment will be performed on location or at Seller's facilities, at Seller's option, with no charge to Buyer for service time expended. Equipment to be examined, replaced, or repaired at Seller's facilities must be returned to Seller by Buyer within the warranty period with transportation charges prepaid by Buyer. If examined Equipment is found not to be defective or is for some other reason not within the warranty coverage, Seller's reasonable service time expended on and off location will be charged to and paid by the buyer. The buyer shall be responsible for all maintenance services consisting of lubricating and cleaning the equipment, replacing expendable parts, making minor adjustments, and performing operating checks, all in accordance with procedures outlined in the Seller's maintenance literature. In regard to this paragraph, the radius for repair will be five hundred (500) miles maximum that Seller may elect to travel to perform services under this contract. Furthermore, Buyer agrees to allow and provide reasonable travel expenses or allow a third-party contractor, carrying its own insurance, to be elected by Seller to perform warranty, remedial, or damage services on the Tiny Home. This third party shall not be considered to be an agent for the Seller, and the Seller will not be liable for any of the third party's actions or work. The Buyer, hereby, waives all rights, claims, and actions against the Seller for any of the third party's work in the case this Paragraph is applicable.
- B. Right of resale.** In the event of any breach or repudiation of or under this contract by Buyer or any failure of Buyer to comply with the provisions hereof, Seller may resell the Tiny Home covered hereby which has not already been delivered to Buyer, together with any good reclaimed by Seller or as to which Seller may agree to accept return, at one or more public or private sales, at wholesale or otherwise, and recover from Buyer, the amount by which the price established in this contract exceeds the amounts so received, together with all incidental damages occasioned by the default of the buyer.
- C. Limitation of damages.** In the event that the Seller resells the goods, the Buyer shall not be liable beyond the excess of the contract price over the net proceeds of resale.,
- D. Waiver of notice of resale.** The Buyer waives notice of resale of the goods.
- E. Buyer's remedy if Seller breaches.** This recital, if made in good faith, should help to establish that the Buyer is entitled to the remedy of arbitration in the event of the Seller's breach.
- F. Risk of loss.** That any loss from the destruction of any completed, or partially completed units, which may occur before delivery thereof by the manufacturer, shall be borne by the Seller. Any loss from destruction, breakage, non-delivery, or otherwise, however, caused, which may occur after delivery of completed Tiny Home at [address of delivery [REDACTED]], shall be suffered by the Buyer if such loss is no occasioned by some act of or omission of duty by the Seller.
- G. Disclaimer and waiver of statutory requirements.** The Tiny Home sold under this contract is not guaranteed to comply with any local, state, federal, or international legislative or regulatory guidelines, statutes, regulations, laws, or requirements. The Buyer waives any right of claim or action against the Seller in the event the purchased

Tiny Home subject to this agreement does not comply with any of the preceding. The Buyer *agrees* that it is their duty to check and see whether the purchased Tiny Home subject to this agreement complies with their local applicable laws, regulations, or codes and then decide whether to continue to purchase the Tiny Home subject to this agreement. Revocation or repudiation of this agreement is not permissible based on the Buyer's negligence in fulfilling their due diligence in complying with this provision.

VI. Restrictions of Future Modifications

Modifications of contract. This contract cannot be modified except by writing signed by both original parties to this transaction. All other terms, obligations, and portions herein remain intact and in full force except for the modification's subsequent changes. This means that this contract governs even with a subsequent contract modification except for as changed by the modification.

VII. Reservation of Security Interest.

A. Transfer of title for a non-delivery contract. The title to the goods purchased under this contract shall not pass to the Buyer until the documents of title, therefore, have been delivered to the Buyer and they have obtained possession of the goods from Incredible Tiny Homes, Inc. at the business address at the top of Page One(1).

B. Transfer of title for a delivery contract. The title to the goods shall not pass when identified to this contract but only when delivered to and received by the Buyer at the Buyer's address or location provided herein.

C. Payment. Title to the Tiny Home shall remain in Seller's Possession until payment of the purchase price **\$24,500.00** by the Buyer. Where payments are made by check, title to the goods shall remain in Seller's possession until checks are finally paid.

THE FOLLOWING IS IMPORTANT AND EACH PARAGRAPH SHOULD BE SLOWLY READ AND UNDERSTOOD IN ITS ENTIRETY

Warranty Limitation and Exclusion. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence, or accident or if Buyer fails to perform his duties within this contract. **Customer Initial** [redacted]

Disclaimer of Unstated Warranties. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE **DISCLAIMED**. **Customer Initial** [redacted]

LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE BUYER, AND UNDER NO CIRCUMSTANCE SHALL THE SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN

LIMITING SELLER'S LIABILITY, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY THE BUYER MORE THAN ONE YEAR

AFTER THE CAUSE OF ACTION HAS OCCURRED. **Customer Initial**

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As Listed in the Incred-I-box at the end of this contract

VIII. Definitions. For the purposes of this agreement:

A. “Goods” as used in this agreement means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale other than the money in which the price is to be paid, investment securities, and things in action. “Goods” also includes goods to be severed from realty. Within this agreement, “Goods” included all Buyer-supplied items or any of the items being used to manufacture your Tiny Home.

IX. Mandatory Arbitration. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute amicably among themselves. If unable to do so, both parties agree to mediate by mediation and bear their own cost. If a settlement is not reached within sixty (60) days after the service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration.

Such arbitration and court proceedings shall be held in the City of Newport, TN in accordance with the laws of the State of Tennessee, and the rules then obtained of the American Arbitration Association, as the party first referring the matter to arbitration shall elect, and the parties consent to the jurisdiction of Newport, Tennessee.

All claims, disputes, questions, and controversies (hereinafter “controversy”) other than claims of breach of secrecy obligations arising out of or in connection with this Agreement, not resolved by negotiation between the parties shall be submitted to and be determined by a panel of three arbitrators. Any such arbitration shall be conducted in Newport, Tennessee. Either party may initiate the arbitration by giving a written demand for arbitration to the other party by registered or certified mail, setting forth the nature of the controversy, the amount involved, if any, the remedy sought, and the name of one arbitrator. The panel of three arbitrators shall be appointed as follows. The party initiating the arbitration shall appoint an arbitrator and shall name him in the written demand for arbitration as aforesaid. Within twenty (20) days after receipt of said written demand, the other party shall appoint a second arbitrator by written notice to the initiating party by registered or certified mail. Within thirty (30) days after the appointment of the second arbitrator, the two arbitrators so appointed shall appoint a third arbitrator by written notice by registered or certified mail to the two parties. If either party shall fail to appoint an arbitrator as above provided, or if the first two arbitrators shall fail to appoint the third arbitrator as above provided, then said arbitrator, upon written application of either party, shall be appointed by the Chief Judge of the United States District Court for the Eastern District of Tennessee.

The arbitration shall be conducted by the panel of three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, except as such rules may be modified for the purpose of the arbitration proceeding by the action of a majority of the panel and by written notice by registered or certified mail

to each party. The decision of the arbitrators shall be by majority vote, and the award of the arbitrators shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction with respect thereto. Each party shall bear its own expenses in connection with the preparation and presentation of its case at the arbitration proceedings. The fees and expenses of the arbitrators and all other expenses of the arbitration (except those referred to in the preceding sentence) shall be borne equally by the parties to such arbitration.

This agreement to arbitrate and any award rendered pursuant thereto shall be enforceable under and pursuant to (i) the laws of the State of Tennessee, or (ii) Title 9 of the United States Code, as amended, if and to the extent applicable hereto. The parties hereto hereby submit to the jurisdiction of the duly constituted courts of said State for the purpose of enforcement of this agreement to arbitrate and any and all awards rendered pursuant thereto, provided

that this sentence shall not limit in any way the right of any party hereto to bring an action or actions to enforce this agreement to arbitrate or any award rendered pursuant thereto in any other proper forum.

X. Appendix. The attached sheet to this contractual agreement is hereby incorporated by reference. The stated purpose in the appendix is to fully notify both parties of the expectations, obligations, and rights under this contractual agreement. This appendix via incorporation by reference is also compliant with the Statute of Frauds. This appendix provided the specifications as well as the unique modifications, options, and add-ons. This appendix will be titled "Appendix" and will be the only other document designated as such. A copy of the Appendix will be titled such, signed by both parties, and attached to the contractual agreement hereto.

Buyer(s)Initials: [redacted] / [redacted] (indicates agreement to the following paragraph)

XI. Completion of Tiny Home: ITH cannot guarantee the time of completion of any Tiny Home. Delays in completion can and will occur, and while every effort will be made to accommodate the customer, ITH cannot provide the customer with an exact date of completion, whether written, spoken, or otherwise implied. Customer agrees to hold harmless ITH, its employees and suppliers for any delays in completion. ITH will not compromise Quality or Safety standards to expedite the completion of any home. ITH does agree to provide the customer w/ an estimated time frame at contract signing. The customer understands that this is just an estimated date of completion, and it is not legally binding.

Buyer(s)Initials: [redacted] / [redacted] (indicates agreement to the following paragraph)

XII. Delivery of Home: Incredible Tiny Homes DOES NOT PROVIDE delivery of any home, this includes but is not limited to, any set-up, water, sewer, or electrical connections or materials needed to set up or any transportation.

XIII Signature: By signing below, you have read this agreement and understand and agree to all terms, rights obligations, and provisions contained herein. This agreement is considered "Executed" upon both parties signing below:

[redacted] - Customer/Buyer's Signature [redacted] Date



Randy Jones - For Incredible Tiny Homes

Date

8' x 16' Incred-I-Box 2.0 Model, includes the following:

- Un-Finished Steel Panels
- Trailer (Steel)
- Metal Roof
- Closed-Cell Spray foam insulation
- 36" Insulated Metal Door
- Gutters on the front
- 3- 3' x 4' Single Hung Vinyl Windows
- 2-2' x 3' Single Hung Vinyl Windows
- 19-Gallon Water Heater
- Standard Elongated Toilet
- 32" Shower w/ Delta Faucet
- 2 Kitchen Cabinets White
- 30" Sink Base 24" 3Drawer Base
- 6' Butcher Block Countertop
- cutting board
- 1 Kitchen Light
- 1 Bathroom Light
- 1 Switch Plug Light in the Livingroom
- 1 Exterior Porchlight
- 1 Exterior Plug
- fire extinguisher
- Smoke Detector
- Vinyl Flooring
- Single Bowl Stainless Steel Sink w/ Gooseneck Faucet
- 34" x 92" Storage Loft Above Bathroom
- Interior Plugs o1Bathroomo2Kitchen, 4 Living Room

ANSI/NFPA Certification

ITH
Custom Build Estimate



INCREDIBLE TINY HOMES 850 Industrial Road Newport, TN 37821		
Customer Name		
Customer Phone / Email		
Contract #		Will be assigned after contract received by ITH
Sales Rep ID #		
	Special Discount: Enter your Sales Rep Id # Above and receive a \$500.00 Discount	(\$500.00)
What State will the Tiny Home be delivered to or reside in		
Model	Incred-I-Box 2.0 - 8' x 16'	\$25,000.00

AMENITIES

Un-Finished Steel Panels	19-Gallon Water Heater	
Trailer (Steel)	Standard Elongated Toilet	
Metal Roof	36" Shower w/ Delta Faucet	
Closed-Cell Spray Foam Insulation	2 Kitchen Cabinets White:	
36" Insulated Metal Door	30" Sink Base	
Gutters on the Front	24" 3 Drawer Base	
3- 3' x 4' Single Hung Vinyl Windows	Smoke Detector	
2-2' x 3' Single Hung Vinyl Windows	Vinyl Flooring	
6' Butcher Block Countertop	Single Bowl Stainless Steel Sink w/ Gooseneck Faucet	
Cutting Board	34" x 92" Storage Loft Above Bathroom	
1 Kitchen Light	Interior Plugs	
1 Bathroom Light	1 Bathroom	

SAMPLE ONLY

ITH
Custom Build Estimate

1 Switch Plug Light in the Living Room	2 Kitchen	
1 Exterior Porch Light	4 Living Room	
1 Exterior Plug	Fire Extinguisher	
	ANSI/NFPA Certifications	
NO Customer supplied Items, options or other materials will be accepted at ITH, these items should be installed after the delivery of your Tiny Home		
	DELIVERY: Incredible Tiny Homes DOES NOT PROVIDE delivery of any home, this includes but is not limited to any set-up, any water, sewer or electrical connections the materials needed to setup or any transportation.	
Customer Name	0	0
	Sub Total	\$24,500.00
	TN Sales & Excise Tax (Only for homes delivered to or residing in the state of TN)	
	Estimate Total	\$24,500.00
	Balance due at time contract is signed	\$24,500.00
<p><i>Disclaimer: Estimates are valid for no more than 10 Days, and are subject to change without notice. Any special offers and / or special pricing is only for the period offered and will expire without notice. Changes made during the design process may result in additional costs, and will be collected at that time, prior to any build or material order. It cannot guarantee the availability of materials, supplies or other items used in the construction of a Tiny Home and reserves the right to substituent as necessary with a like product.</i></p>		

SAMPLE ONLY