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| DATE: | 1/30/2023 |  | JOB NAME: | Hancock Residence |
| ESTIMATE: | #1 | BIG SKY INSULATIONS, INC. | JOB NUMBER: | 502193 |
| SUBMITTED TO: |  | dba Premier Building Systems | LOCATION: | Highland, UT |
| Name: | Jerry Hancock | P.O. Box 838 | 15 Arden Drive | Phone: | 801-319-7859 |
| Company: |  | Belgrade, MT 59714 | Fax: |  |
| Address: | 301 S 400 E | 406-388-4146 | Email: | [jvhancock@gmail.com](mailto:jvhancock@gmail.com) |
| City, State, Zip: | American Fork, UT 84003 |  |  |  |

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| **ESTIMATE FOR THIS PROJECT IS AS FOLLOWS:** |
| This estimate is made in good faith based on preliminary project information and current material and freight costs as of the date listed at the top of this document. Estimate pricing does not  reflect firm pricing and may be adjusted at any time due to changes in scope, engineering requirements or cost escalations beyond Seller’s control (e.g. raw materials, freight). Firm Pricing will be established following the completion of approved shop drawings and presented through a Contract of Sale (COS). If the shipment date is greater than 75 days from the issue date of the COS, then a revised price and Contract of Sale may be required, and will be subject to any price increases that may have occurred during that time. |

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| **Panel Material - Walls + Roof**  5,038 FT2 5 1/2" Premier SIPS Wall Panels with 7/16 OSB & 7/16 OSB skins 3,283 FT2 9 1/4" Premier SIPS Roof Panels with 7/16 OSB & 7/16 OSB skins  **Services** Engineering Services Straight Cut  Beveled Cut  **Splines**  74 EA Block Spline EPS 3/4 OSB 6 (Sold in 8' Lengths) 739 FT I Joist Spline 10  **Headers**  86 FT Insulated Header 2-Ply 6  **Installation Accessories**  17 EA SIP Seal Tape - Premier 4" X 75' roll  4 EA SIP Seal Tape - Premier 12" X 75' roll  1 EA SIP Seal Tape - Premier 18" X 75' roll  310 EA Sealant Sausage Pack - Premier  4 EA SIP Bit T-30  5 EA Building Wrap Premier SIPS 10' X 150'  10 EA Building Wrap Edge Tape  1 EA Sealant Dispenser Battery Operated  1 EA J-Roller  **SIP Screws**  150 EA Screws Wood 8  925 EA Screws Wood 12  **Miscellaneous**  OSB Surcharge Panels  ***Total:*** | |
| **$109,671.92** |  |
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Notes:

* Sales Tax has not been included in the Estimate. Tax will be calculated and included in the final payment statement provided prior to shipment.
* **The Freight estimate provided is for (2.43) 53' Flatbed trucks and is included in the total. The freight rates may diffier significantly if the jobsite is not accesible by a 53' Flatbed truck and an equipment change is required. This freight estimate will be subject to change due to current broker rates, and will be adjusted at time of delivery.**
* **Lumber has not been included in this Estimate.**
* **Estimate includes independent engineer's review specific to SIP panel shop drawings.**
* **Frameguard Mold/Mildew/Termite resistant treatment is available upon request. NOTE: Only the items listed above shall be supplied subject to the terms below:**

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| **TERMS AND CONDITIONS OF SALE:** |
| **ACCEPTANCE AND AGREEMENT**: The following terms and conditions of sale are agreed between Big Sky Insulations, Inc., a Montana corporation doing business as Premier |
| Building Systems (“Seller”), and Jerry Hancock (“Buyer”). ANY PROVISION OR CONDITION OF BUYER’S ORDER, INCLUDING ANY PRINTED TERMS |
| ON SUCH ORDER, WHICH IS IN ANY WAY DIFFERENT FROM OR IN ADDITION TO THESE TERMS AND CONDITIONS IS SPECIFICALLY REJECTED BY AND SHALL NOT BE BINDING UPON SELLER REGARDLESS OF WHETHER OR NOT THE SELLER SIGNED THE BUYERS CONFLICTING DOCUMENT. No purported modification or waiver of  these provisions shall be binding upon Seller for any purpose unless it is contained in writing signed by an authorized Seller representative. Buyer’s acceptance of these Terms and Conditions of Sale shall be conclusively presumed if no written objection is received by Seller within fifteen (15) days from the date of this Estimate.  **LIMITED WARRANTY:** Seller accepts no responsibility for the Architecture, Engineering and/or construction of the subject structure. THERE ARE NO TERMS, CONDITIONS, OR WARRANTIES, INCLUDING LEGAL WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO QUALITY, MERCHANTIBILITY, FITNESS FOR A  PARTICULAR PURPOSE, CAPACITY, LATENT DEFECTS, OR OTHERWISE ON ANY PRODUCT, except those set forth in Seller’s Limited Warranty. Premier SIPS structural panels are designed to be used according to the Seller’s Resource Manual, load design charts and technical bulletins. The customer agrees to indemnify and hold Seller and its employees and agents harmless for any and all uses outside those specified in the applicable books, charts, and bulletins. Without limiting the generality of the foregoing, Seller assumes no liability for faulty or improper application or use of its product. All claims under the Seller’s warranty must be made in writing and received by Seller within thirty (30) days after discovery of a defect. |
| **FORCE MAJEURE EVENTS:** Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any event beyond the control of either Seller or Seller’s suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, terrorism, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, epidemic, or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof. If any force majeure event occurs,  Seller may allocate production and deliveries among Seller’s customers in Seller’s sole discretion.  **CANCELLATION:** Orders may not be canceled except upon Seller’s written approval, which shall be subject to the Buyer’s payment of Seller’s reasonable Cancellation Charges. Such  Cancellation Charges shall include all reasonable costs incurred by Seller in preparing to meet the Buyer’s anticipated delivery schedule including, without limitation, commitments by Seller to its supplier, and the cost of inventory (raw materials, work in process, and finished goods) allocated to the Buyer’s order together with a reasonable allowance for prorated expenses and anticipated profits.  **TITLE AND DELIVERY:** All shipments of goods shall be delivered F.O.B. point of shipment and title, and liability for loss or damage shall pass to Buyer at Seller’s plant or other shipping point upon Seller’s delivery of the goods to a carrier, except a motor vehicle operated by Seller, for shipment to Buyer. Any loss or damage thereafter shall not relieve Buyer from any obligation. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearances required at port of entry and destination. Seller may deliver the goods in installments as determined by Seller in its sole discretion. Shipping dates are approximate only, and Seller shall not be liable for any loss, damages, expense, or claim (consequential, liquidated, or otherwise) incurred by Buyer if Seller does not meet the approximate shipping dates. Buyer shall be liable for detention, demurrage, storage or auxiliary charges assessed by carriers or warehousemen resulting from Buyer’s requirements for special service or Buyer’s failure to accept delivery in a timely manner. |
| **QUANTITIES:** Any variation in quantities shipped over or under the quantities ordered (not to exceed 5%) shall constitute compliance with Buyer’s order and the unit price will continue to apply.  **PRICE CHANGES:** Seller reserves the right to raise the price(s) of the product(s) described in this Estimate. Such revised prices shall be applicable to all shipments made on and after the effective date of the price change. Buyer may, upon receipt of a notice of increase, cancel that part of the order scheduled to be shipped 4 weeks or more after the notification date, by written notice to Seller within 7 days after receipt of the notification.  **TAXES:** Seller’s prices are exclusive of all federal, state, and local taxes imposed on the manufacture, sale, delivery or use of any of its products. Such taxes shall be paid by Buyer in addition to the contract price. If Buyer is tax exempt from any tax imposed, Buyer must provide a resale certificate, prior to job shipping, for such exemption to be allowed.  **TERMS AND METHOD OF PAYMENT:** Where Seller has extended credit to Buyer, terms of payment shall be Net 30 Days unless different terms are agreed to in writing or stated on this confirmation. The amount of credit based on review of completed credit application may be changed or credit withdrawn by Seller at any time. If the goods are delivered in installments, Buyer shall pay for each installment in accordance with these terms of payment. Payment shall be made for the goods without regard to whether Buyer may make any inspection of goods. If  shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make shipments. Goods held for Buyer are at Buyer’s sole risk and expense. Invoices for shipments are payable in United States funds unless otherwise stated. If Buyer fails to make payments when due, Buyer shall pay a finance charge on the unpaid balance at the end of each month at the monthly periodic rate of 1½% (annual percentage rate 18%) or at the highest rate of interest allowable by law, whichever is less, and shall pay any and all costs and expenses, including but not limited to reasonable attorney fees, that Seller incurs to collect a debt.  **INSPECTION, ACCEPTANCE, AND LIMITED REMEDY:** Any claim for alleged in-transit damage, product shortage, or other errors in shipping must be presented to Seller, in writing, no later than the close of business on the day following delivery to Buyer. Any claim for dimensional inaccuracy, incompleteness, or readily observable defects in material must be presented to Seller, in writing, no later than close of business on the 15th day subsequent to the day of delivery to Buyer, or installation of the product, whichever occurs first. If no claim is presented to Seller on or before the above-stated 15-day period, Buyer is deemed to have irrevocably accepted the product(s) without exception. The sole remedy for any product determined to be defective, or in any way non-conforming, shall be, in Seller's sole discretion, the repair (by field fabrication or otherwise) or replacement of the non-conforming product. Replacement of defective product does not include the costs of removal of any defective product, or the installation of replacement product. Buyer shall have no right to set-off any amount (as a penalty, reimbursement, alleged damages, or otherwise) against the sum(s) due to Seller. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, STATUTE, OPERATION OF LAW, EQUITY, OR OTHERWISE. SELLER’S MAXIMUM LIABILITY TO BUYER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT UNDER THE AGREEMENT. |
| **WAIVERS:** Failure of Seller to insist upon performance of any provision of the Terms and Conditions of Sale shall not be construed as a waiver of such provision or any other provisions of this Agreement, and shall not affect the right of Seller to enforce each and every provision of the Terms and Conditions of Sale.  **IMPAIRMENT OF BUYER’S CREDIT:** If Seller decides at any time that Buyer’s credit has become impaired, Seller shall be entitled to decline to make further shipments on any order to Buyer until receipt of satisfactory security or of cash payments in advance, or Seller may terminate the order as to any remaining shipments, without prejudice to its rights accrued up to date of any cessation of shipments or termination of order.  **GOVERNING LAW/RESOLUTION OF DISPUTES:** All rights and obligations of the parties hereunder, and any other aspect of the commercial relationship between Buyer and Seller, shall be governed as to validity, construction and in all other respects by the laws of the State of Montana without regard to its choice of law provisions. All questions or controversies arising out of or in any way relating to these terms and conditions or any other aspect of the commercial relationship between Buyer and Seller shall be submitted to the United States District Court for the State of Montana or, in the event that the district court lacks jurisdiction, to the courts of the State of Montana having subject matter jurisdiction and located in Gallatin County, Montana. The parties agree to submit themselves to the personal jurisdiction of such district court or Montana State court.  **CONSTRUCTION:** This agreement shall be construed and enforced in accordance with the laws of the State of Montana.  **INVALIDITY:** The invalidity, in whole or in part, of any condition of this agreement shall not affect the validity of any other condition. The remedies provided in this agreement are in addition to any other remedies in law or equity. |

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| **PAYMENT:** A non-refundable, minimum deposit of $3500 or 10%, whichever is greater, shall be due prior to the time Seller begins to produce its shop  drawings unless prior written arrangements have been made and accepted by seller. Payment of the minimum deposit shall constitute assent to the following: | |
| * A 50% deposit will be due prior to fabrication, and full payment will be due prior to shipment, unless other written financial arrangements are made in advance and accepted by seller. * If, for any reason unrelated to Seller, shipment is delayed for more than one (1) week beyond the agreed upon delivery date, Buyer will be assessed a storage charge of   $300 per truckload for each week, or partial week, that delivery is delayed.   * If shipment is delayed for one (1) month beyond the agreed upon delivery date, Buyer will also be billed for the balance due and payment will be due upon receipt of invoice. * Payments of deposits and payment in full are not considered received until they have cleared, so, if paying by check, allow the necessary time for the clearing process. | |
| **DELIVERY:** Upon receipt of the deposit referenced above, Seller will produce panel layout drawings for the customer’s approval. Delivery of the materials will be scheduled after Seller has received final approved shop drawings and a signed Contract of Sale from Buyer. Freight and shipment shall be governed in accordance with the Contract of Sale.  **CHANGES:** Any alteration or deviation from this Estimate which results in a change in materials used or labor required will only be executed upon written request by Buyer and written authorization from Seller. Buyer will be responsible for any increase in costs or production and shipping delays associated with any such change.  **PRICING:** All estimates are made in good faith based upon preliminary information provided by Buyer and do not reflect firm pricing. Two rounds of revisions/edits are included in the initial pre-production services portion of Seller’s estimate. Additional revisions may incur additional fees. Both lumber materials and lumber installation labor will be estimated based off of the provided drawings. Due to the nature of SIPs, accurate lumber take-offs are not possible without performing engineering specific to SIPs. Lumber estimates or bids based off of plans which do not include complete engineering based off of Seller testing data will be subject to change after SIP engineering is completed. Firm pricing will be established following the completion of approved shop drawings and presented through a Contract of Sale. Seller reserves the right to revoke this Estimate, at its sole discretion, and submit a new estimate based upon market conditions or other factors. | |
| **\* Sales Tax has not been included in the Estimate. Tax will be calculated and included in the final payment statement provided prior to shipment.** | |
| **RESPECTFULLY SUBMITTED BY:** | **Mark Yerbic** |
| **The conditions set forth above are satisfactory and are hereby accepted for project # 502193-1** |  |
| **Signed:** |  |