

Coventry Log Homes, Inc.  
Purchase Agreement

PURCHASER:  
ADDRESS:  
COVENTRY MODEL:  
PRICE QUOTE & PLAN NUMBER:  
PRICE QUOTE DATE:  
SITE LOCATION:  
TOTAL PACKAGE PRICE: **\$0.00**  
LOCK-IN/PLAN DEPOSIT AMOUNT: **\$0.00**  
ORDER DEPOSIT AMOUNT: **\$0.00**  
BALANCE DUE ON OR BEFORE DELIVERY DAY: **\$0.00**  
DELIVERY ON OR BEFORE: , SHIPPING CHARGE: **\$0.00**

**TERMS OF PURCHASE**

The PURCHASER hereby agrees to purchase a package from Coventry Log Home, Inc. to include only those items described on the price quote. The Purchaser agrees to pay total sum of Package Price listed above in US funds. Plans deposit and Order deposit will be applied towards Total Package Price. The Balance Due is to be paid by Certified Bank check on delivery day or by wire transfer 2 days prior to package leaving the factory. Personal checks will not be accepted for balance. The above Total Package Price reflects price if delivery takes place during the above Delivery Year listed and by the terms listed on the Price Quote. If package is not taken by this date, package price will change to current pricing. State and local sales tax is purchasers responsibility.

**Additional Changes**

A Customer Account Sheet will be used to track the payments and balances owed for the original package quoted. It will also be used to document changes to materials either as additions or credits based on any changes made to the package. No additional changes shall be allowed after delivery date has been set. This Agreement will work in conjunction with the Customer Account Sheet to constitute the total amount owed and paid. NOTE: If changes are made to the package, altering the original quoted price, the purchaser is required to place additional deposit to equal 20% of total package, this is to be done prior to engineering and/or production.

**Refund Policy**

A minimum of \$2,500 of the deposit is non-refundable. If Purchaser cancels prior to drawing Preliminary plans they will receive a refund of the deposit amount less \$2,500.00. Once Preliminary Plans are required to be drawn, the project hours will be calculated against a refund at a rate of \$125.00 per hour. This amount plus the \$2,500.00 will be deducted from the refund total. If plans have been sent to an Engineer then that fee will also be deducted from the total refund. Once customer has requested a delivery date and approved it, no refunds will be allowed. The refund process can take up to 30 days.

**Shipping Terms**

Shipping charges to the above Site Location listed above are to be payable at time of delivery. The materials will be shipped by motor carrier and the balance of the purchase price, plus shipping charges shall be paid at the time of delivery to the location specified by the Purchaser(s). Form D101 (Delivery directions) must be submitted to set delivery date. In the event the truck cannot get to site location safely, the purchaser will unload at closest location and be responsible to move to job site. Coventry Log Homes, Inc. estimate that shipment from Woodsville, NH will take place approximately 8-14 weeks from CLH receiving approved plans & order deposit, this time can vary due to seasonal high demand. If engineered plans are required additional time for shipment will be necessary. Coventry Log Homes, Inc. will notify the Purchaser of available dates to confirm an approved delivery date.

**Delivery Day**

Purchaser will provide a forklift to unload materials. The forklift should be rated to lift a minimum of 5,000 lbs. The trucking company allows about 3 hours for the unloading. Delivery is made with large trucks and plenty of space is required to access site location. Additional charges from the trucking company may be incurred if this time is exceeded. You will also need plenty of boards for stacking the bundles of materials that come with your home. The windows and doors for the home along with the caulking, foam & screws should be stored in a dry secure place till they are needed. This is the responsibility of the customer to take care of. Tarps should be used to keep all dimensional lumber dry and adequate ventilation is necessary to keep lumber dry. Coventry Log Homes, Inc. is not liable for items that are lost, stolen or damaged at the time of delivery or thereafter. In the event that you have damage or missing items on day of delivery, you must contact your representative immediately. You must have prior authorization before purchasing any additional replacement materials. Please make sure you count all materials while unloading and check for damage or missing items.

**Construction Clarification**

Purchaser(s) understands and acknowledges that Coventry Log Homes, Inc. is not responsible for the actual construction of the log home. It is further understood that construction services are provided by an independent contractor and not by Coventry Log Homes, Inc. The independent contractor is responsible for following good building practices and the details provided on paperwork, plans and Construction Manual.

**Delays**

Purchaser understands Coventry reserves the right to delay delivery, due to unforeseen circumstances such as inclement weather, trucking mechanical issues, etc... and cannot be held liable for any cost incurred.

**Delivery date approval**

Purchaser is encouraged to have building permits approved prior to requesting a delivery date. Purchaser is required to have financing in place and final payment to be available on delivery day. Do not set delivery until you know for sure you are able to accept and pay for your package. Changing the delivery date after approving a delivery date will result in a minimum \$1,000.00 change fee for each truck. Any changes to delivery date must take place a minimum of 2 days prior to loading your package or additional charges from trucking company will apply.

**What is not included:**

Due to differences in personal preferences and requirements, unless otherwise stated on Price Quote, the following items are not included in our packages: foundation, basement or deck support posts, adhesives, any masonry items, plumbing and heating materials, electrical materials, kitchen cabinets, counter-tops, finish flooring, stains or finishes, roof insulation, exterior stairs and railings to grade, nails, screws, joist hangers, bolts for plates and fastening beams, and miscellaneous items such as drip edge, flashing and roof vents.

**Limited Lifetime Warranty**

**What is covered in your warranty:** All log wall materials included in a pre-cut package manufactured by Coventry Log Homes Inc., when used in conjunction with a residential structure, are warranted to the original purchaser to be free from defects in manufacturing for lifetime to the original purchaser. All other materials, such as windows, doors, roofing, etc., are to be covered by the manufactures warranty process.

**Coventry Log Home's part:** Under this warranty, Coventry Log Homes will (at its discretion) repair or replace the defective item. Repair or replacement will be the purchaser's sole and exclusive remedy under the provisions of this warranty. This warranty does not cover the natural characteristic of some wood to check, warp or twist. Coventry Log Homes shall not be liable for labor, installation or shipping costs related to repair or replacement, or damages resulting from improper handling or installation. To the extent permitted by law, Coventry Log Homes shall have no liability for any consequential or incidental damages caused by defective materials, and will have no further liability except as expressly stated herein.

**Request for Service:** All requests for repair or replacement of materials covered under this warranty must be made in writing, detailing the exact nature and reason for the warranty claim. These claims must be accompanied by the original Purchase Agreement showing date of purchase and at least three photographs of the material which is defective. All such warranty claims should be sent directly to Coventry Log Homes.

**Other Conditions:** The exterior log materials must be seal treated with a recommended preservative within six (6) months of delivery, at which time written notice must be given to Coventry Log Homes, Inc. and you must follow the manufacturers recommended guidelines according to their warranty; otherwise, this warranty is void. Under this provision, the original purchaser must present evidence of proper treatment to Coventry Log Homes each time treatment was done; this includes copies of receipts showing purchase of exterior wood preservatives along with their warranty information, or warranty is void. You have also agreed to assemble the log wall components on a permanent foundation, according to the specifications and directions provided by Coventry Log Homes, Inc., under a permanent roof structure within six (6) months from the day of delivery, or warranty is void.

**Your Rights Under State Law:** Some states do not allow exclusion or limitation of incidental or consequential damages; therefore, the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. There are no warranties which extend beyond the description on the face hereof. Your Coventry Log Homes representative is not authorized to make any warranties except as herein provided.

If any provision(s) of this Limited Warranty is/are invalid, void or enforceable in any instant or respect, the unenforceable provision shall be severed and reformed to effect of this Limited Warranty to the maximum extent possible and the remaining provisions of this Limited Warranty shall nevertheless continue in full force and effect without being impaired or invalidated and shall be enforced to the full extent permitted by Law. In the event a dispute shall arise between the parties to this Limited Lifetime Warranty, it is hereby agreed the dispute shall be submitted to arbitration in the State of New Hampshire by the appointment of a single arbitrator to be chosen by the parties. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for their share of arbitration fees in accordance with applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party entitled is entitled to costs of suit, including a reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

This Limited Lifetime Warranty shall be governed by the Laws of the State of New Hampshire.

Coventry Log Homes, Inc. will, without waiving other remedies provided by law or this contract, retain as liquidated damages the amount paid herewith as the amount reasonably necessary to justly compensate for loss.

I have read and understand the Conditions of Quote located on page 2 of my Price Quote and understand the materials that come with my package.

**IMPORTANT ADDITIONAL TERMS**

If for any reason the Purchaser is unable to accept delivery at the time they approved, Coventry Log Homes, Inc. will be notified in writing and the Purchaser will pay to Coventry Log Homes, Inc. the balance of the purchase price no later than five (5) days from original shipment date. In no event shall Coventry Log Homes, Inc. be liable for damage or deterioration to the log home package as a result of storage during this delay.

In the event of cancellation or breach of this contract by the Purchaser(s) after approving a delivery date, the parties expressly recognize that Coventry Log Homes, Inc. may be put to great inconvenience in obtaining adequate remedy and that damages may be difficult to determine because the log home will have been designed especially for the Purchaser(s). Accordingly, if the Purchaser(s) cancel(s) or otherwise breach(es) this contract, Coventry Log Homes, Inc. will, without waiving other remedies provided by law or this contract, retain as liquidated damages the amount paid herewith as the amount reasonably necessary to justly compensate for loss.

I have read and understand the Conditions of Quote located on page 2 of my Price Quote and understand the materials that come with my package.

This Agreement (including the Limited Lifetime Warranty set forth) constitutes the entire agreement and understanding between the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations and understandings between the parties hereto relating to the subject matter of this Agreement. No oral statements made by any authorized representative of Coventry Log Homes, Inc. to the Purchaser shall be binding upon Coventry Log Homes, Inc. unless agreed to in writing and signed by an officer of Coventry Log Homes, Inc.

THE PURCHASER(S) EXPRESSLY ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE LIMITED LIFETIME WARRANTY SET FORTH HEREAFTER WHICH CONSTITUTES PART OF THIS AGREEMENT.

WITNESS:

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser(s): Savannah Bentley

\_\_\_\_\_  
Coventry Authorized Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Note: Faxed or Emailed copies of this document are accepted as legal documents and are considered like an original.