



PURCHASE AGREEMENT

This Purchase Agreement is entered into as of November 9, 2021

between

Buyer:

Yamhill County Public Health
12 NE Ford St.
McMinnville, OR 97128
Attn: Bill Michielsen

and

Seller:

Alaska Structures, Inc.
6991 East Camelback Road, Suite D-216
Scottsdale, AZ 85251

Buyer agrees to purchase the following described goods ("Goods") for the prices shown:

<u>Qty</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
1	MODEL AK-2225-HGB+1'EH: 22' Wide x 25' Long Alaska Gable Building with an 11.5' Peak Height, 7' Eave Including:	\$ 20,570.00	\$ 20,570.00
	(1) Alaska EnerLiner Insulation Package		
	(2) Tensioned End Walls, Insulated		
	(2) 14' Wide x 8' High Heavy Duty Double Zipper Utility Entry with Pulley Track System		
	(10) 4' Wide x 7' High Heavy Duty Double Zipper		
	(1) Set of DB68 Earth Anchors		
	<i>Anchoring: Spikes</i>		
	<i>Color: Cover & Ends: White</i>		
	<i>Shall not be used in winds loads exceeding 120 mph gusts</i>		
	<i>Shall not be used in ground snow loads exceeding 27 psf</i>		
1	MODEL AK-2120-JUBILEE-HD: 21' Wide x 20' Long Alaska Jubilee with an 11'3 Peak Height, 7' Eave Including:	\$ 6,676.00	\$ 6,676.00
	(1) Heavy Duty Steel Framing System		

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B.D. 21-480

	(1) Tensioned Vinyl Cover System with (4) 10' Wide x 7' High Side Curtain Openings		
	(2) Open End Walls		
	(4) 10' Wide Curtain with Jumbo Fabric Window with Screen		
	(1) Set of DB68 Earth Anchors		
	<i>Anchoring: Spikes</i>		
	<i>Color: Cover: White; Curtains: White</i>		
	<i>Shall not be used in winds loads exceeding 70 mph gusts</i>		
	<i>Shall not be used in ground snow loads exceeding 15 psf</i>		
1	CRATES AND FREIGHT TO MCMINNVILLE, OR <i>Buyer must provide forklift to unload truck</i>	\$ 2,355.00	\$ 2,355.00
	Total Price FOB Origin, Freight Included:		\$ 29,601.00

This Purchase Agreement may only be accepted by Buyer returning a signed copy of this Purchase Agreement no later than November 30, 2021 ("Expiration Date"). After the Expiration Date, this proposed Purchase Agreement is no longer valid.

Delivery Date: TBD from Buyer's execution of this Purchase Agreement and Seller's receipt of downpayment.

IMPORTANT INSTRUCTION REGARDING LOAD LIMITS FOR MODEL AK-2225-HGB+1'EH:

Buyer understands that the Shelter is not to be used in certain weather conditions, including winds over 120 mph 3-second gust and/or ground snow loads over 27 psf which could result in dangerous conditions. Buyer agrees to discontinue use and disassemble the Shelter before Wind Conditions Exceed 120 mph 3-Second Gust and/or Ground Snow Loads exceed 27 psf. Buyer agrees to indemnify Seller against any injury, death, loss, or property damage of any kind resulting in whole or in part from Buyer's failure to comply with these requirements.

IMPORTANT INSTRUCTION REGARDING LOAD LIMITS FOR MODEL AK-2120-JUBILEE-

HD: Buyer understands that the Shelter is not to be used in certain weather conditions, including winds over 70 mph 3-second gust and/or ground snow loads over 15 psf which could result in dangerous conditions. Buyer agrees to discontinue use and disassemble the Shelter before Wind Conditions Exceed 70 mph 3-Second Gust and/or Ground Snow Loads exceed 15 psf. Buyer agrees to indemnify Seller against any injury, death, loss, or property damage of any kind resulting in whole or in part from Buyer's failure to comply with these requirements.

EXCLUSIONS/ASSUMPTIONS

- 1 FREIGHT IS INCLUDED. BUYER IS RESPONSIBLE FOR UNLOADING TRUCK.
- 2 INSTALLATION IS NOT INCLUDED.
- 3 STAMPED ENGINEERING AND PERMITTING IS NOT INCLUDED.

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- 4 BUILDING FOUNDATION PREPARATION IS NOT INCLUDED.
- 5 ANY ITEM NOT LISTED IN THE QUOTATION ABOVE IS NOT INCLUDED.

Prices and Payment: All prices are net and are FOB place of manufacture, exclusive of any applicable taxes. Prices are in U.S. dollar unless otherwise noted. Buyer is responsible for payment of all taxes. Shipping and handling charges are the responsibility of Buyer, regardless of whether Seller is arranging such shipping and handling. Buyer shall pay the Total Price as follows: A nonrefundable downpayment of 50% of the Total Price is due at the time of execution of this Purchase Agreement; The remaining 50% balance is due before Delivery as defined below, and in any event before delivery of the Goods to a carrier for shipment. Prior quotations for these Goods are voided.

Delivery: "Delivery" of the Goods will be FOB place of manufacture and occurs when the Goods are made available to Buyer at place of manufacture or otherwise, regardless of whether Seller is responsible for arranging shipment of the Goods from the place of manufacture to Buyer. If no estimated Delivery time is specified above, then Delivery time shall be subject to availability of the Goods, and at such time as Seller is able to estimate Delivery time, Seller shall inform Buyer of such estimated Delivery time. Shipment of the Goods may be arranged by Seller at Buyer's request.

Terms and Warranty: Buyer has read and agrees to the Terms and Conditions attached as Schedule 1 hereto, which Terms and Conditions are incorporated in and form a part of this Purchase Agreement. The Goods are covered by the Limited Warranty attached as Schedule 2 hereto, the terms of which are incorporated in and form a part of this Purchase Agreement. This Purchase Agreement, the Terms and Conditions and the Limited Warranty collectively comprise the "Contract."

ANY TERMS PROPOSED IN BUYER'S ACCEPTANCE OF THIS PURCHASE AGREEMENT WHICH ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS HEREOF ARE HEREBY OBJECTED TO AND REJECTED, SHALL NOT CONSTITUTE ANY PART OF ANY CONTRACT RESULTING FROM THIS PURCHASE AGREEMENT, AND SHALL HAVE NO FORCE OR EFFECT. THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PURCHASE AGREEMENT AND MAY BE MODIFIED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Buyer:
Yamhill County Public Health

By Lindsey Manfrin
Digitally signed by Lindsey Manfrin
DN: dc=us, dc=or, dc=yamhill, dc=co, ou=County, ou=HHS,
ou=Public Health, cn=Lindsey Manfrin,
email=lmanfrin@yamhill.or.us
Date: 2021.11.18 11:13:15 -0800

Title HHS Director/Public Health Administrator

Date 11/18/21

Seller:
Alaska Structures, Inc.

By *Carolyn Boyd*

Title EVP - Commercial Programs

Date 12-1-2021

Accepted by Yamhill County
Board of Commissioners on
11/22/21 by Board Order
21-480

Schedule 1
TERMS AND CONDITIONS

These Terms and Conditions form a part of the Purchase Agreement. Read them carefully.

1. Definitions. Capitalized terms used in these Terms and Conditions shall have the meanings set forth in the Purchase Agreement.
2. Offer and Acceptance; Title and Risk of Loss; Cancellation; Price and Payment.
 - a) Seller offers to sell the Goods to Buyer on the terms and conditions set forth herein. Seller shall be under no obligation to perform until Buyer accepts Seller's offer. Buyer shall be deemed to have accepted Seller's offer when Buyer does any of the following: (i) signs the Contract; (ii) pays any part of the purchase price; or (iii) accepts Delivery of any of the Goods. Title to and risk of loss for the Goods passes to Buyer upon Delivery, regardless of whether Seller is supplying erection or installation services or any other services.
 - b) Buyer may cancel this Contract only by giving Seller a written notice less than ten (10) days after the Contract's effective date and including a payment to Seller of a cancellation fee in the amount of 50% of the Contract price. Buyer shall also reimburse Seller for all expenses, including without limitation reasonable overhead, Seller incurs in connection with its performance of the Contract through the date of Seller's receipt of Buyer's notice of cancellation and the cancellation fee. Such expense reimbursement is in addition to the cancellation fee and shall be paid within ten (10) days from the date on which Seller requests such reimbursement.
 - c) Buyer shall pay the entire purchase price on or before Delivery. Buyer shall pay for the Goods without deduction, setoff or counterclaim of any kind. In addition to any other remedies available to Seller by reason of Buyer's default, Seller may charge interest on any amounts owed by Buyer and not paid when due at the lesser of 1.5% per month or the highest rate that may be legally agreed to by Seller and Buyer. Seller may charge a \$25 fee if Buyer's check is returned for any reason. Seller's Delivery of the Goods without first receiving payment when due under this Contract shall not be a waiver of Buyer's default in payment, nor shall it be a waiver of any of Seller's rights and remedies on account of such default or otherwise.
3. Seller's Limited Warranty; Buyer's Exclusive Remedies.
 - a) The Goods are sold subject to Seller's Limited Warranty, attached as Schedule 2 to the Purchase Agreement.
 - b) Any claim by Buyer arising out of or relating to this Contract, the Goods, or Seller's performance, regardless of the theory under which such claim is brought, except for claims under Seller's Limited Warranty, is waived unless Buyer gives notice of such claim to Seller within ten (10) days after Delivery. In the case of a claim for default, the claim shall be deemed to have arisen on the first day of such default. Buyer must bring suit on any such claim within six months from the date on which notice of the claim was given, or it is barred.
 - c) Buyer's exclusive remedy in the event of any such claim shall be, at Seller's option, (i) replacement or other cure of any defective Goods or performance, or (ii) return of so much of the purchase price as has actually been paid by Buyer. Buyer must return the Goods, or defective portion of the Goods, to Seller at the place of Delivery. Without limiting the foregoing, Seller's maximum liability for all such claims shall not exceed in the aggregate the amount actually received by Seller from Buyer as payment under this Contract.
4. No Liability for Injury to Persons or Property. Without limiting paragraph 3(c), SELLER SHALL NOT BE LIABLE FOR, AND BUYER PROSPECTIVELY WAIVES AND RELEASES SELLER FROM, ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, OTHER TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY PERSONAL INJURY OR ILLNESS OR DEATH OR DAMAGE TO OR LOSS OF ANY REAL OR PERSONAL PROPERTY (collectively and severally, "Personal Injury Claim") THAT ARISES OUT OF OR RELATES TO THE GOODS OR BUYER'S USE OF THE GOODS. If, notwithstanding the foregoing, Seller is held liable to Buyer by a court of competent jurisdiction on account of any Personal Injury Claim, Buyer's damages for all such Personal Injury Claims shall be limited to Buyer's actual, compensatory damages and shall not exceed in the aggregate the amounts actually paid by Buyer to Seller under this Contract.
5. No Punitive or Consequential Damages. Without limiting paragraphs 3 or 4, in no event shall Seller be liable for any punitive damages or for any indirect, incidental, special or consequential damages, including without limitation lost earnings or profits or loss of income earning capacity, in any claim arising out of or relating to this Contract, the Goods, or Seller's performance, or in any Personal Injury Action, even if Seller has been advised of the possibility of such damages.

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Exhibit "A"
Pa. 10L4

6. Indemnity. Buyer shall defend, indemnify and hold harmless Seller and its shareholders, officers, parent and subsidiary and related corporations, directors, employees, agents, subcontractors, insurers, successors and assigns from and against each and every demand, claim, cause of action, liability, damage, loss, cost and expense (including, but not limited to, reasonable attorney's fees and expenses) arising from or relating to (a) any breach of Buyer's obligations, representations, or warranties under the Contract; and (b) any act or omission of Buyer, its officers, contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors in connection with the Contract; PROVIDED, however, that Buyer shall not be under any obligation to defend, indemnify or save Seller harmless against claims arising solely out of Seller's negligence. All of Buyer's obligations and liabilities under this paragraph shall survive completion or termination of the Contract and shall be separately enforceable by Seller.

7. Security Interest. Buyer hereby grants Seller a security interest in all of the Goods and in any products or proceeds thereof, wherever located and however commingled, to secure payment of any and all amounts due or to become due under the Contract. Buyer irrevocably authorizes Seller to file financing statements and amendments to perfect the security interest granted to Seller.

8. Default; Remedies Upon Default. Buyer shall be in default of the Contract if Buyer fails to pay any amount owed to Seller under this Contract, as and when such payment is due or if Buyer fails to perform, keep, or observe any other term, provision, condition or covenant contained in this Contract that is required to be performed, kept or observed by Buyer. In the event of Buyer's default, all sums owing under this Contract shall become immediately due and payable, Seller shall have all remedies available under the Contract, at law or in equity, and:

- a) Seller shall be entitled to recover from Buyer the entire purchase price and all other damages incurred by Seller by reason of Buyer's default, together with all of Seller's actual attorney's fees, whether or not suit is filed, and all other costs of collection.
- b) Seller shall be entitled to a prejudgment writ for delivery of the Goods in which Seller has a security interest and a prejudgment writ of attachment of additional property belonging to Buyer insofar as the value of the Goods in which Seller has a security interest is insufficient to pay the amounts owed to Seller. Buyer expressly waives (i) any and all rights to a hearing in any prejudgment claim and delivery or attachment proceeding; (ii) any requirements for the posting of any bond in any prejudgment claim and delivery or attachment proceedings; and (iii) any claims that could or might arise in favor of Buyer from any prejudgment seizure or attachment.

The remedies provided for in this paragraph 8 are cumulative and may be exercised concurrently or separately.

9. Force Majeure and Commercial Impracticability. No delay, failure or omission by Seller to carry out or to observe any of the terms, provisions or conditions of the Contract shall be deemed a breach if such delay, failure or omission is caused by or arises out of any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, fire, and any other cause not within the reasonable control of Seller. In such case, the period for Seller's performance shall be automatically extended for the same time that Seller was delayed. In addition, if any part of Seller's performance shall become commercially impracticable, Seller shall be excused from further performance of the Contract or, at Seller's option, so much of it as is affected by such commercial impracticability. For purposes of the Contract, Seller's performance is commercially impracticable if it would require Seller to incur excessive or unreasonable expenses, whether or not such expenses are a result of a force majeure condition, and whether or not such expenses result from the occurrence or nonoccurrence of events or circumstances that could or should have been foreseen by Seller.

10. No Waiver. No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by Buyer shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. Any waiver by Seller of strict performance by Buyer of any of term of the Contract must be in writing and executed by Seller to be effective. Such waiver shall extend only to the particular performance or breach so waived and shall not limit Seller's rights with respect to any future performance or breach.

11. Taxes. All sales taxes and other taxes required to be collected by Seller from Buyer in connection with the sale of the Goods shall be paid by Buyer along with the purchase price at or before Delivery. All other taxes now or hereafter imposed by federal, state, local or foreign governments in respect to or measured by the Goods or the manufacture, storage, sale, delivery, receipt, exchange or inspection thereof shall be Buyer's sole responsibility. Buyer shall reimburse Seller upon receipt of invoice for any taxes or fees legally required to be paid and paid by Seller in respect to the Goods delivered by it.

12. Assignment. Buyer may not assign the Contract in whole or in part, and the Contract may not be assigned by operation of law. Any attempted assignment shall be void ab initio.

13. Governing Law; Venue; Waiver of Jury Trial and Statute of Limitations. The Contract shall be construed and governed under the laws of the State of Alaska without regard to conflict of law principles. In the event of a dispute under or as to the terms of the Contract, the parties agree that jurisdiction and venue shall lie exclusively in the courts at Anchorage, Alaska, except that Seller may simultaneously bring an action in another jurisdiction or venue for the purpose of seeking a prejudgment delivery or attachment of, or to foreclose a security interest in, property in such other jurisdiction. Buyer irrevocably waives (i) any applicable statute of limitations and (ii) all rights to a trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Contract, any transactions contemplated in this Contract, or any action of any party in the negotiation, administration, performance or enforcement thereof.

14. Entire Agreement; Modification; Severability. The Contract and any attachments hereto or referred to herein constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. Buyer warrants that it is not relying on any representations other than those contained in the Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. If any provision of the Contract is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of the Contract will remain in full force and effect.

Schedule 2
LIMITED WARRANTY

Except as otherwise provided below, Alaska Structures, Inc. ("Seller") warrants to the original buyer ("Buyer") that all Goods manufactured by Seller shall be free from defects in material and workmanship under normal use and service for the following time period after delivery: (a) Fabric Buildings (frame and fabric) and tactical Environmental Control Units are covered for 5 years; (b) non-tactical Environmental Control Units manufactured by Seller are covered for 1 year; and (c) all other items manufactured by Seller are covered for 1 year. Items manufactured by a third party are covered only by the third party's OEM warranty, if any, and are not covered by this Limited Warranty.

SELLER'S SOLE OBLIGATION, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, F.O.B. ORIGIN AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS WARRANTY, OF ANY PART OR PARTS WHICH ARE DETERMINED BY SELLER TO BE DEFECTIVE.

This warranty does not cover failures caused by improper installation, abuse, misuse, misapplication, improper or lack of maintenance, negligence, accident, normal deterioration including normal wear and tear, use of improper parts or improper repair. This warranty does not cover any Goods or part thereof that is worn out or altered, used for a purpose other than that which it was intended, or used in a manner inconsistent with any instructions regarding its use. This warranty does not cover any Goods or part thereof which has been repaired, modified or altered in such a way as to, in the Seller's sole judgment, have affected its usefulness or viability. This warranty does not include costs for removal, transportation, or re-installation of the Goods. This warranty does not cover damage caused by any acts of nature such as hail, fire, earthquakes, floods, ultraviolet light degradation, or other factors over which Seller has no control. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the Goods except as stated in this warranty.

Seller's obligation under this warranty is limited to repairing or replacing at the place of origin any part or parts which shall within the warranty period be returned to the Seller, with transportation charges prepaid and which the Seller's examination shall disclose to its sole satisfaction to have been defective. Anything in Buyer's purchase order or confirmation to the contrary notwithstanding, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, FOR ANY BREACH OF WARRANTY, AND THE BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE GOODS, WHETHER USED SINGULARLY OR IN COMBINATION WITH OTHER EQUIPMENT. Seller neither assumes, nor authorized nor authorizes any person to assume for it, any other liability in connection with the sale or use of the Goods, and there are no oral agreements or warranties collateral or pertaining to the Goods.

EXCEPT AS HEREIN ABOVE SET FORTH, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, AND THE WARRANTY HEREIN ABOVE SET FORTH IS EXPRESSLY IN LIEU OF ANY WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER. WITHOUT LIMITING THE FOREGOING, SELLER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

Any claim under the above specified warranty shall be forwarded to the Seller in writing, specifying the defect claimed, the length of service of the Goods involved, and, if known, the purchase order or contract number under which the Goods was procured. The Buyer agrees to permit the Seller to conduct an investigation of the claimed defect at the Buyer's facility if considered necessary by Seller. NO GOODS MAY BE RETURNED WITHOUT SELLER'S PRIOR WRITTEN PERMISSION.