



Instant 3D printed home Order Agreement Terms & Conditions

This Brights Build Inc, Order Agreement (this "Agreement") is entered into by and between Seller and Purchaser for the order agreement subject to the terms and conditions of the following:

- 1- The instant 3D print home Description: The description of the Property is set forth on the published website. The seller has constructed or will construct the 3D instant substantially in accordance with the Seller's plans and specifications (and any amendments thereto) pertaining to the printing techniques. The 3D instant home is not being constructed specifically for Purchaser nor to the precise specifications or design of any model home displayed by the Seller. This Agreement is an agreement to purchase a 3D printed home that might need but is not limited to, permitting, site preparation, foundation, utility arrangement to relate to a 3D instant printed home, or any other local or state authority requirements.
- 2- Purchase and Sale: After completion of the 3D instant home, Seller agrees to sell and convey the instant home to the Purchaser, and Purchaser agrees to pay the Total Purchase Price in cash or by finance through the accredited lending party. You agree to purchase the 3D instant home described on our website. The final description and layout will be provided before and/or 90 days prior to preparing your order. Your 3D instant home is priced based on features and options available at the time of order and printing, and our representative will confirm availability. Options, features, or hardware released or changed after you place your order may not be included in or available by the time your delivery occurred.
- 3- Purchase Price, Taxes, and Shipping: The purchase price of your 3D instant home will be indicated in your 3D Instant home and will be finalized pursuant to the Final Addendum. Such purchase price does not include taxes, governmental fees, or shipping costs, which could amount to up to 5%-12% or more of your total purchase price. The taxes, fees, and costs are subject to change and will depend on various factors, such as but not limited to, where are you taking the delivery, they will be calculated and added once we are closer to the time of delivery and indicated on your Final Addendum. You are responsible for paying these additional taxes, fees, and costs.
- 4- Final Agreement/Addendum: The "Final agreement/Addendum" will be provided to you as your delivery date nears within 60-90 days' timeframe prior. It will include additional terms and conditions governing your purchase, final pricing based on your final 3D INSTANT HOME



installation, and information regarding applicable taxes, governmental fees, and shipping costs. You agree to execute and return the Final Addendum to us within 48 hours by “electronic sign” or 96 hours of “mail overnight delivery “of your receipt of the Final Agreement/Addendum. If you do not execute and return the Final Addendum to us within such [48 hours electronically signed or 96 hours overnight mail]- period, then we may cancel your order and keep your Order Fee.

- 5- Earnest money, cancellation, changes: After you (a) submit your completed 3D INSTANT HOME Reservation, (b) pay your Order Fee, and (c) sign or acknowledge these Terms & Conditions (as applicable), you may cancel at any time prior the final agreement/addendum signed. we will put your name on the waiting list and start processing your order according to the order received sequence. The Purchaser acknowledges that earnest money/reservation is not refundable after the purchaser signs the final agreement/addendum and at this point, the purchaser agrees that the reservation fees have been earned. The earnest money or the reservation fees can be refunded at Closing or applied towards Closing Costs or a down payment, if and as may be required. If you cancel your order after the final agreement/addendum is signed (or if you breach this Agreement and we cancel your order), then you agree that we may retain as liquidated damages the Order Fee, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee is a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the 3D instant home. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes to your 3D instant home that are requested by you and approved by us, including changes to the delivery location or features may add and we approved for your 3D instant home, will be reflected in an updated 3D INSTANT HOME that will automatically form part of this Agreement.
- 6- Loan Application: Unless Purchaser has elected to pay all cash at Closing without third-party financing, Purchaser shall apply for a loan (the "Loan") and complete the loan application (the "Loan Application") either through Seller's affiliated business, or any other institutional lender selected by Purchaser (each being referred to as "Lender") within five (5) days after Purchaser signs the final Agreement/addendum (the "Effective Date").
- 7- Loan Terms: THE TERMS AND CONDITIONS OF THE LOAN ARE A MATTER OF CONCERN SOLELY BETWEEN PURCHASER AND LENDER AND SHALL NOT IN ANY WAY AFFECT THE RIGHTS OR OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO REPRESENTATION THAT THE INTEREST RATE PREVAILING AT CLOSING WILL BE THE RATE QUOTED BY THE LENDER TO PURCHASER AT THE TIME OF LOAN APPROVAL. PURCHASER ACKNOWLEDGES THAT THE SALE AND PURCHASE OF THE PROPERTY ARE NOT CONTINGENT UPON THE PURCHASER'S ABILITY TO RETAIN THE INTEREST RATE QUOTED AT THE TIME OF LOAN APPROVAL AND THAT THE PURCHASER WILL BE REQUIRED TO PAY THE INTEREST RATE CHARGED BY THE LENDER AT CLOSING. PURCHASER AGREES TO MAKE SUCH IMPOUND PAYMENTS FOR REAL PROPERTY TAXES AND ASSESSMENTS, HOMEOWNERS ASSOCIATION



ASSESSMENTS (WHEN APPLICABLE), AND FIRE AND OTHER HAZARD INSURANCE PREMIUMS AS MAY BE REQUIRED BY OR AS MAY BE NEGOTIATED BY PURCHASER WITH THE LENDER.

- 8- No Obligation to use « Seller's affiliated business »: PURCHASER ACKNOWLEDGES THAT THERE IS NO OBLIGATION WHATSOEVER ON THE PART OF PURCHASER TO USE THE LENDING SERVICES OF « Seller's affiliated business ». PURCHASER MAY SELECT ANY LENDING INSTITUTION OF ITS CHOICE FOR THE PURPOSE OF SECURING MORTGAGE FINANCING AND IS NOT LIMITED TO « Seller's affiliated business ». The seller and « Seller's affiliated business » are independently responsible for the products and services each company offers.
- 9- Plans and Specifications: Reported square footage is approximate and is based upon architectural design; the actual area of the Home may vary according to construction. Purchase acknowledges that the plans and specifications for any 3D INSTANT HOME, including Purchaser's Home, constructed by Seller are independent of the plans and specifications of all other homes constructed by Seller. Specifications and design of respective home series may change without notice. Plans, specifications, and materials are subject to change. The Home will be completed in substantial conformity with the plans and specifications in effect at the commencement of construction; minor substitutions and changes may be made without notice to Purchaser.
- 10- Timing of 3D instant home Construction; Purchaser's Rights: Following the commencement of construction as provided herein, Seller agrees to diligently pursue completion of construction of the Home and delivery of the Home to Purchaser within twelve (12) months to twenty-four (24). Purchaser acknowledges and agrees that the time frame for completion is an estimate, and Seller will not be responsible to Purchaser for any expenses resulting from delays in construction of the Home, including but not limited to rent, hotels, storage, moving expenses, or loss of any tax deduction. Reasonable efforts will be made to complete the Home in a timely manner. Notwithstanding the above, or any provision in this Agreement to the contrary: (i) Seller covenants and agrees with Purchaser that Seller shall complete the Home within two (2) years after the date on which Purchaser has executed this Agreement; (ii) if, at any time, Seller is delayed in completing the Home due to delays caused by matters which are legally recognized as defenses to contract actions in the jurisdiction where the Home is located (including, without limitation, acts of God, force majeure, frustration of purpose, or impossibility of performance), the date of completion shall be extended by the delay period, and Seller shall not be obligated to compensate Purchaser for any expense or inconvenience caused by said delays.

THIS ORDER AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. ARBITRATION INCLUDES A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY. YOU MUST READ THE ARBITRATION PROVISION CAREFULLY AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.

- 11- **Agreement to Arbitrate:** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. Purchaser and Seller desire to resolve any dispute between them as quickly, inexpensively, and efficiently as possible,



avoiding the expense and delay of court proceedings. Purchaser and Seller agree to the following sequence of procedures to resolve any dispute EXCEPT a dispute relating to any warranty, construction defect, or repair claims arising after the construction which shall be governed by the provisions of Article 13.

- a- THIS AGREEMENT IS SUBJECT TO THE PROVISIONS SET FORTH BELOW, ANY AND ALL CLAIMS, DEMANDS, DISPUTES, CONTROVERSIES AND DIFFERENCES THAT MAY ARISE BETWEEN THE PARTIES (INCLUDING THE OFFICERS, AGENTS AND EMPLOYEES OF EACH PARTY) OF WHATEVER NATURE OR KIND, INCLUDING, WITHOUT LIMITATION, DISPUTES: I) AS TO EVENTS, REPRESENTATIONS, OR OMISSIONS, WHICH PREDATE THIS AGREEMENT; II) ARISING OUT OF THIS AGREEMENT; III) RELATIVE TO THE CONSTRUCTION CONTEMPLATED BY THIS AGREEMENT; AND/OR IV) AS TO INJURY CLAIMS ARISING DURING CONSTRUCTION OR AFTER THE CONSTRUCTION IS COMPLETED, SHALL BE SUBMITTED TO BINDING ARBITRATION AND SUCH ARBITRATION SHALL BE GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTION 1 ET. SEQ., OR IF APPLICABLE, BY SIMILAR STATE STATUTE, AND NOT BY OR IN A COURT OF LAW. THIS ARBITRATION OF DISPUTES PROVISION INVOLVES WAIVER OF THE RIGHT TO A JURY TRIAL. BY signing or acknowledging these Terms & Conditions (as applicable), YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTES LITIGATED IN A COURT OR JURY TRIAL. PURCHASER'S ACKNOWLEDGEMENT OF MANDATORY, BINDING ARBITRATION AND WAIVER OF JURY TRIAL.**
- b- If you have a concern or dispute, please send a written notice describing it and your desired resolution to info@brightsbuild.com**
- c- If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and the Brights Build will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (the "Rules"). This includes claims arising before this Agreement, such as claims related to statements about our products.**
- d- You and Brights Build will each pay one-half of all AAA fees for any arbitration, which will be held in Harris County, Texas. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.**
- e- The arbitrator may only resolve disputes between you and Brights Build , and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Ryana 3D instant printed home. In other words, you and Brights Build may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.**



- f- **Miscellaneous:** The rights and obligations set forth in this Article 12 of this Agreement shall survive the termination of this Agreement by either Party and the default of this Agreement by either Party. If any Party commences litigation in violation of this Agreement, such Party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees and expenses incurred in seeking abatement of such litigation and enforcement of arbitration. If Purchaser claims that the 3D Instant home has experienced a structural defect as defined by the Limited Warranty, or if the 3D instant home legitimately requires repairs that are in excess of fifty percent (50%) of the Total Purchase Price, the Parties agree that Seller may request the arbitrator to grant Purchaser the remedy of rescission in lieu of any other legal or equitable remedies or causes of action.

12- Warranties:

- a- **You will receive the Brights Build 3D INSTANT HOME Limited Warranty at or prior to the time of 3D instant home delivery. You may also obtain a written copy of your warranty from us upon request or from our website.**
- b- **Limited Warranty:** The terms of the Limited Warranty are incorporated herein for all purposes, including, without limitation, the dispute resolution provisions set forth therein. **PURCHASER UNDERSTANDS AND AGREES THAT THE LIMITED WARRANTY AND THE SPECIAL WARRANTY OF TITLE TO THE PROPERTY ARE THE ONLY WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE PURCHASE OF THE 3D INSTANT HOME, AND THAT THE LIMITED WARRANTY SUFFICIENTLY DESCRIBES THE MANNER OF CONSTRUCTION OF THE PROPERTY AND PERFORMANCE EXPECTATIONS OF THE HOME AND THE PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, USE, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE HOME (INCLUDING ANY FIXTURES, EQUIPMENT, MATERIALS OR OTHER PROPERTY) AND THE PROPERTY, ARE DISCLAIMED, EXCLUDED AND WAIVED.** Purchaser acknowledges and agrees that the warranty of all appliances and other consumer products installed in the Home are those of the manufacturer or supplier and all such warranties are assigned to Purchaser effective as of delivery. Each Purchaser hereby acknowledges and agrees that they have read, or will read prior to delivery, the Limited Warranty provided by Seller.

Limitation of Liability: We are not liable for any incidental, special, or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee. For the avoidance of doubt, Brights Build is not guarantying or providing any representation, warranty, or assurance that your 3D INSTANT HOME will be printed or delivered, and you should not take any actions or incur any costs in reliance on the manufacture or delivery of your 3D INSTANT HOME.



13- Cancellation: Brights Build sells 3D INSTANT HOME directly to end-consumers, and we may cancel any order that we believe has been made in bad faith. Brights Build may also cancel your order and refund your Order Fee at any time, for any reason or no reason.

14- Miscellaneous Provisions.:

- a-** Entire Agreement: This Agreement is intended by Purchaser and Seller as the final expression and complete and exclusive statement of the Parties' agreement with respect to the provisions of this Agreement, and any prior or contemporaneous oral or written agreements or understandings which may contradict, explain or supplement these terms shall not be admissible or effective for any purpose. NO SALESPERSON, AGENT OR EMPLOYEE OF SELLER HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS WHICH CONTRADICT OR ALTER ANY TERMS OF THIS AGREEMENT. THERE ARE NO COLLATERAL UNDERSTANDINGS, REPRESENTATIONS OR AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED HEREIN, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT AND ANY AMENDMENTS OR ADDENDA HERETO.
- b-** Severability: If any clause or provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws effective during the term hereunder, or any clause or provision of this Agreement would cause the transactions contemplated herein to not qualify for any otherwise applicable exemption from the registration requirements of ILSFDA, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that, in lieu of each such offending clause or provision of this Agreement, there be added as a part of this Agreement a clause or provision as similar in terms to such offending clause or provision as may be possible and be legal, valid, enforceable, and permissible to qualify for the otherwise applicable exemption from the registration requirements of ILSFDA.
- c-** Applicable Law: This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Texas (without regard to the principles of conflicts of law) applicable to a contract executed and performable in the county in which the Property is located.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.



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