

TIMBERSTONE TINY HOMES

10697 Fowler Drive · Mountain Grove, MO 65711 · (417) 259-7412 · timberstonetinyhomes@gmail.com · timberstonetinyhomes.com

PURCHASE AND SALE AGREEMENT

Turnkey log cabin

Parties

This Agreement is made on _____ (date) between Timberstone Log Homes LLC, a Missouri limited liability company doing business as Timberstone Tiny Homes, 10697 Fowler Drive, Mountain Grove, MO 65711 ("Seller"), and _____ (Buyer name) ("Buyer").

1. What is being sold

Seller will build and sell to Buyer the turnkey log cabin or cabins described on the attached Purchase Order and the attached Quote (each a "Cabin"). The number of Cabins, their sizes, options, and each Cabin's build-slot month are stated on the Purchase Order.

Until the Cabin is delivered and permanently attached to land, the Cabin is goods (personal property), and this is a sale of goods. Once the Cabin is permanently attached to a foundation, whether it becomes real property (real estate) is decided by the law where the land is located. Buyer is responsible for any titling, recording, property-tax listing, or real-property treatment that local law requires. Seller makes no promise about how the Cabin will be titled, taxed, financed, or insured.

2. Documents that make up this deal

This Agreement, the signed Purchase Order, and the signed Quote are the entire agreement. The Quote is a separate signed agreement attached here. If they conflict, the Quote controls on scope and price, then the Purchase Order, then this Agreement. However, this Agreement controls on payment timing, deposits and refunds, the scope and limits of free Setup (Sections 3A and 7A), cancellation, warranty, limits of liability, and dispute terms, unless a written change order signed by both parties says otherwise. Nothing said verbally or by text changes this deal unless both parties sign a written change order.

Replaces earlier agreements. This Agreement, the Purchase Order, and the Quote signed with it replace in full any earlier purchase and sale agreement, purchase order, quote, addendum, or other written or online terms between Buyer and Seller for the same Cabin(s), including any version dated 2026-09-01 or accepted on Seller's online order form. Any payments Buyer made under an earlier agreement are credited toward the payments due under this Agreement and are treated as payments made under this Agreement (including under Sections 4, 5A, and 11). Buyer's build slot is the build-slot month stated on the new Purchase Order.

3. Included in a turnkey cabin

Solid log walls (6" standard wall unless the Quote states the 8" Northern wall), insulated roof and floors, mini-split heat and cool, plumbing and electrical roughed in and ready for hook-up, timber-oil exterior finish, and a 4' end porch.

How we measure: a Cabin's stated size (for example, 12×28) is the overall exterior length and width of the log structure, and **includes** the 4' end porch. This is true for every size, including 10×16, 10×24, 10×34, 12×24, and 12×28. The Quote states each Cabin's porch depth and enclosed square footage.

Free Setup, including hook-up, is included when the conditions in Section 3A are met.

Not included: freight (Section 7), Buyer's site work (Section 7A), appliances not listed on the Quote, and anything else not written on the Quote.

3A. Free Setup and hook-up

Free Setup. At no charge, Seller will provide "Setup," which means only: (1) the crane or equipment and crew to lift the Cabin from the delivery truck and set it on Buyer's pad or foundation; (2) blocking and leveling on a pad (or setting on a permanent foundation, where Section 7A requires one) following the installation instructions for the Cabin and, in a modular-approval state, the state-approved installation manual; and (3) the utility connections described below. Setup is free as long as, on the scheduled delivery date: (a) the pad (or foundation) is finished and meets Seller's Pad Specification (Exhibit A) or the state-approved foundation plans; and (b) water, sewer, and power are stubbed within 5 feet of the pad edge at the end of the Cabin where the utilities hook up. Setup does not include tie-downs or anchoring, skirting, foundations, permits, or anything more than 5 feet from the pad.

The utility stubs must be: water — a stubbed line with a shutoff valve; sewer — a capped 4" pipe; power — a disconnect or meter post sized by Buyer's electrician (100 amp suggested).

Where a state requires a permanent foundation, Buyer provides the foundation and Seller sets the Cabin on it.

Before Seller schedules delivery, Seller will confirm with Buyer that the pad and utilities are ready. If the site is not ready on the delivery date, Seller and Buyer will set a new delivery date. There is no return-trip, re-delivery, or storage fee.

Licensed-trade and permit work. Seller's crew will connect the Cabin's water, sewer, and electric to Buyer's stubs only where the law of the delivery location allows Seller's crew to do that work. Any connection that the law of Buyer's location requires to be made by a licensed electrician, plumber, or other licensed trade, by a licensed or registered installer, or by the utility company, or that requires a permit or inspection, is not part of free Setup. It must be done by Buyer's licensed contractor (or the utility), at Buyer's cost, unless Seller agrees in writing to provide a licensed subcontractor at Seller's cost. At least 14 days before delivery, Seller will tell Buyer in writing which connections Seller's crew will make and which Buyer's licensed contractor must make. Anything farther than 5 feet from the pad, running utilities to the stubs, and utility service and meters are Buyer's responsibility.

4. Wall, wood, and pricing options

Standard: 6" solid log wall, yellow pine.

8" Northern wall: +10% of the cabin price.

Cypress: +15%, applied after the 8" Northern wall adjustment if both are chosen.

Each adjusted price is rounded to the nearest \$100.

Multi-cabin discount: 10% off the cabin price when Buyer orders 2 or more Cabins under this Agreement.

Custom layouts: \$250 per enclosed square foot. "Enclosed square feet" means the main-floor area measured to the outside face of the exterior log walls, not counting porches, lofts, or roof overhangs. The enclosed square footage used for pricing is stated on the Quote.

A \$5,000 prints deposit is due before Seller starts custom drawings. It counts toward Buyer's 50% payment. It is fully refundable until Seller confirms in writing that drafting has started. After that it cannot be refunded, but it still counts toward the 50%, and Buyer keeps a copy of the prints for Buyer's own use; Seller keeps ownership of the design.

If a custom Cabin also needs state modular approval, the prints deposit and the Modular Deposit (Section 5A) are separate, and both count toward the 50%.

Wall and wood must be chosen at signing and cannot be changed once logs are cut.

5. Price and payment

The total contract price is stated on the Purchase Order. Payment is 50% at signing, 40% when Seller notifies Buyer in writing that the build has started, and 10% on delivery before the Cabin is unloaded.

If Buyer's state requires modular approval, Buyer's first payment is the \$5,000 Modular Deposit described in Section 5A instead of the full 50%; the rest of the 50% is due as stated there. If modular approval is not required, the full 50% is due at signing and holds Buyer's build slot(s).

This is a cash sale. Payments are by cashier's check, wire, or ACH transfer; Seller does not offer, arrange, or accept third-party financing. Prices do not include sales or use tax; any tax that applies is shown on the Purchase Order.

Buyer's build slot is not held until the required first payment clears. Late payment stops work; the build slot is released and the job goes back in line.

5A. State modular approval and the \$5,000 Modular Deposit

This Section applies only if Buyer's state requires the Cabin to be approved under that state's modular building program.

Buyer pays one \$5,000 Modular Deposit per project, even if the project has more than one Cabin. The Modular Deposit counts toward the 50% due at signing.

Seller will apply for the state modular approval needed for Buyer's project and pays the state licensing and approval costs.

The rest of the 50% is due within 14 days after the state approves the plans and Seller confirms Buyer's build slot in writing. The \$5,000 Modular Deposit counts toward it.

If the state approval requires design changes (for example added insulation, a thicker wall, or roof or snow-load engineering), Seller will quote the change and any price change to Buyer in writing. Buyer may accept the change by signing a change order, or cancel and get the Modular Deposit back in full.

If the state denies approval, Seller refunds the Modular Deposit in full within 14 days after the denial, without Buyer needing to ask, and neither party owes the other anything more.

Buyer may cancel and get a full refund of the Modular Deposit until Buyer signs off on the final plans in writing and Seller sends Buyer written notice that the plans have been submitted to the state. After that, the Modular Deposit cannot be refunded, except that Buyer still gets a full refund if the state denies approval or requires changes that Buyer turns down. Otherwise, Section 11 covers cancellation.

6. Build schedule

Seller begins building in January 2027 and builds about two cabins per month. Buyer's build-slot month is stated on the Purchase Order: _____ (month and year).

Where modular approval is required, the build cannot start until the state approval is issued. The build-slot month is a target, not a guaranteed start or finish date.

Seller is not responsible for delays caused by state approval timing, weather, material supply, labor, or Buyer's changes or late payments.

If Seller learns that the build will not start in Buyer's build-slot month, Seller will notify Buyer in writing with a new target month. If the build has not started within 6 months after the original build-slot month for reasons other than Buyer's changes, late payments, or site readiness, Buyer may cancel by written notice and receive a full refund of all payments within 14 days, with no cancellation fee. Otherwise, delay is not a reason for cancellation or refund, except as stated in this Section and in Section 5A (state denial or declined changes).

7. Delivery and freight

Delivery is available and is quoted separately to Buyer's site after Seller reviews the route. Buyer pays freight. Any online delivery estimate is not a quote.

Buyer must provide road and site access wide enough, firm enough, and clear enough for the load width, height, and weight stated in the freight quote, in any weather on the delivery date.

If the route must change after the freight quote (for example because of road closures, bridge limits, or permit conditions), any added pilot cars, escorts, or oversize permits are included in the freight quote, at no extra charge to Buyer.

If the site is not ready or cannot be reached on the scheduled delivery date, Seller and Buyer will set a new delivery date. There is no return-trip, re-delivery, or storage fee.

Seller is not responsible for damage to driveways, lawns, culverts, septic fields, utilities, or overhead lines when driving to and on the site where Buyer directs, except damage caused by Seller's negligence.

7A. Buyer's site work

Buyer is responsible for, and pays for: (a) the pad, built to Seller's Pad Specification (Exhibit A), or a permanent foundation where the state requires one; (b) running water, sewer (or septic), and power to stubs within 5 feet of the pad, as described in Section 3A; (c) local permits, zoning approvals, setbacks, and inspections; (d) skirting; and (e) tie-downs or anchoring where local or state rules require them.

In a state that requires modular approval, the foundation must be built to the state-approved plans and local permits, and the Cabin must be set by an installer licensed or registered as that state requires. If that state requires a licensed or registered installer and Seller's crew is not licensed or registered there, Buyer hires and pays that installer; the rest of Setup stays free, and Seller still provides the crane and crew at no charge. Seller is responsible for Seller's own manufacturer or dealer licensing, state plan approval, and state labels or insignia. Buyer is responsible for the foundation, local permits, and local inspections.

8. Ownership and risk of loss

Buyer owns the Cabin (title passes) when the full contract price is paid. Until paid in full, Seller keeps a security interest in the Cabin and may file a financing statement to protect it.

Seller bears the risk of loss and insures the Cabin until it is delivered to the site. Buyer takes on the risk of loss or damage when the Cabin is delivered to the site, except that Seller remains responsible for damage caused by Seller's crew during Setup. Buyer should insure the Cabin from delivery forward.

9. Building code, permits, zoning, and use

Where Buyer's state requires modular approval, Seller will build the Cabin to the code required by that state's modular program, as shown in the approval Seller obtains.

Where no state modular approval is required, Seller builds the Cabin to the building code adopted by the local building department where the Cabin will be placed, and to the design loads on the Quote. Buyer will tell Seller, before the build starts, which code and edition that department uses. Local officials may still require their own permits, plan review, or inspections, and Seller does not promise that a local authority will approve the Cabin without them.

The Cabin is built to the snow, wind, and earthquake design loads stated on the Quote for Buyer's site. Buyer confirms the site loads before the approval is filed or the build starts.

Buyer is responsible for confirming that the Cabin is allowed on Buyer's property and for local permits, zoning approvals, setbacks, septic, and inspections. Seller makes no promises about lender or insurer requirements.

10. Changes

Any change after signing must be a written change order signed by both parties, with the price change stated. Changes may push the build slot back.

11. Cancellation

Refundable deposits. If Buyer cancels while the Modular Deposit (Section 5A) or the custom prints deposit (Section 4) is still refundable, that deposit is refunded in full and no cancellation fee applies to it. A deposit stops being refundable only on the written event stated in Section 4 or 5A, and Seller will notify Buyer in writing when that happens.

10% cancellation fee. If Buyer cancels after signing but before materials are ordered or cutting begins, Seller keeps a cancellation fee equal to 10% of the Cabin price of the canceled Cabin(s) — the "Cabin price (after upgrades, options, custom layout, and multi-cabin discount; before freight and tax)" shown on the Purchase Order, which includes options and custom-layout charges but not freight or sales or use tax — and refunds the rest of Buyer's payments. If a deposit is still refundable when Buyer cancels, that deposit is refunded in full and the fee is taken only from Buyer's other payments; if Buyer's only payments are still-refundable deposits, no fee applies. Any deposit that is no longer refundable counts toward (is credited against) the 10% fee, not in addition to it. The fee is taken only from payments Buyer has made. The cancellation fee does not apply to any refund owed because the state denied approval, because Buyer declined state-required changes under Section 5A, because the build did not start by the outside date in Section 6, or because Seller canceled.

Why a fixed fee: Seller builds only about two Cabins a month, and each build slot is reserved for Buyer and turned away from other buyers. Seller also spends time on scheduling, design, state paperwork, and administration that cannot be recovered. The parties agree that Seller's actual losses from a cancellation are real but hard to calculate at the time of signing, and that 10% of the Cabin price is a reasonable estimate of those losses and not a penalty.

If Buyer cancels after materials are ordered or cutting has begun, Seller keeps from Buyer's payments the 10% cancellation fee plus Seller's actual costs of work already done and materials already bought for Buyer's Cabin(s), less the value of any materials Seller can reuse or return. Seller refunds any payments above that amount. If Buyer's payments are less than that amount, Buyer pays the difference within 30 days of Seller's written itemized statement.

If Seller cancels for any reason other than Buyer's default, Seller refunds all payments made in full and owes nothing more.

Unless another Section sets a different time, Seller pays any refund owed under this Agreement within 14 days of Buyer's written request.

12. LIMITED WARRANTY

LIMITED WARRANTY. Seller, Timberstone Log Homes LLC, doing business as Timberstone Tiny Homes, 10697 Fowler Drive, Mountain Grove, MO 65711, (417) 259-7412, timberstonetinyhomes@gmail.com, warrants to the original Buyer that the Cabin will be free from defects in workmanship and materials for one year from delivery. If a covered defect is reported in writing to that address or email within that year, Seller will repair or replace the defective work or material, at Seller's choice, at no charge. To make a claim, send a description and photos. Seller will acknowledge the claim in writing within 10 business days after receiving it. Within 30 days after receiving it, Seller will either begin the repair or send Buyer a written repair plan with a target completion date, weather and site access permitting. Seller will complete covered repairs within a reasonable time after that. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

The warranty does not cover: normal log checking, settling, shrinkage, or movement of wood; finish weathering; damage from moving, leveling, or site settling after delivery; damage from misuse, neglect, changes, or work by others; not following the care schedule in Section 12A; hook-ups and connections done by others; or any appliance or part made by another company and covered by its maker's warranty, which is passed on to Buyer.

12A. Care schedule

To keep the logs and finish in good condition, Buyer should:

- Re-apply exterior timber oil every 2 to 3 years. Check the finish every year; sides that get strong sun usually need oil sooner.
- Once a year, check the caulk and look for new cracks in the logs.
- Keep soil, mulch, and plants at least 12" away from the logs, and make sure rain drains away from the Cabin.
- Expect small door and window adjustments in the first 2 to 3 years as the logs settle.
- Clean the heating and cooling (mini-split) filters every few months.

13. Wood is a natural material

Log walls check (crack), shrink, and move with humidity and season. Color, grain, and knots vary. These are normal for solid log construction, are not defects, and are not covered by the warranty.

14. Limit of liability and implied warranties

IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE ONE-YEAR TERM OF THE LIMITED WARRANTY IN SECTION 12. TO THE EXTENT THE LAW ALLOWS, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BEYOND THOSE WRITTEN IN THIS AGREEMENT. Some states do not allow limits on how long an implied warranty lasts, so this limit may not apply to you.

SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE CONTRACT PRICE PAID. SELLER IS NOT LIABLE FOR LOST USE, LOST RENT, LODGING, TRAVEL, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you. Nothing in this Agreement limits Seller's liability for bodily injury or death caused by Seller's negligence, or any liability that the law does not allow to be limited.

15. Default and collection

If Buyer fails to pay any amount within 10 days after Seller's written notice that it is past due, Buyer is in default. Seller may then stop work, hold the Cabin, cancel this Agreement, and resell the Cabin. Seller keeps from Buyer's payments the 10% cancellation fee in Section 11 plus Seller's actual losses (including costs of work and materials, any shortfall between the resale price and the contract price, and reasonable resale, storage, and transport costs), less any amount Seller receives on resale above those items. Seller refunds any excess to Buyer; Buyer pays any shortfall. Buyer also pays Seller's reasonable collection costs and reasonable attorney's fees incurred to enforce this Agreement after Buyer's default, to the extent the law allows.

16. Governing law and where disputes are heard

This Agreement is governed by Missouri law, without regard to conflict-of-law rules. Any lawsuit about this Agreement must be brought only in the state courts located in Wright County, Missouri, or the United States District Court for the Western District of Missouri, and both parties consent to those courts. Either party may instead bring a claim in small-claims court in the county where Buyer lives, if the claim qualifies. If the law of Buyer's state does not allow a consumer to be required to sue or defend outside that state, or gives Buyer rights that cannot be waived, that law applies to the extent required. Nothing in this Section waives any right that Buyer's state or federal law gives Buyer and that cannot be waived.

17. Signatures

Both parties have read this Agreement, the Purchase Order, and the Quote, and agree to all of it.

Buyer

Printed name: _____

Date: _____

Buyer #2 (if any): _____

Printed name: _____

Date: _____

Timberstone Log Homes LLC, doing business as
Timberstone Tiny Homes

By (printed name / title): _____

Date: _____

Exhibit A — Pad Specification

Size: at least 2 feet larger than the Cabin on every side, including the porch.

Surface: 4 to 6 inches of compacted crushed gravel over firm, compacted soil, or a concrete slab.

Level: within 1 inch side to side and end to end, and sloped so water drains away from the pad.

Utility stubs: within 5 feet of the pad edge at the hook-up end of the Cabin, as described in Section 3A.

Drive: firm and usable in any weather; at least 12 feet wide, or 4 feet wider than the Cabin, whichever is more (for example, 18 feet for a 14-foot-wide Cabin, 20 feet for a 16-foot-wide Cabin; extra room on curves); and 15 feet of clear space overhead.

Room for the delivery truck to turn, and a solid, level spot for the crane next to the pad. Seller provides the crane at no charge as part of free Setup.

No power lines over the area where the Cabin will be set.

Where the state approval calls for an engineered foundation, those foundation plans replace this specification.

Purchase and Sale Agreement, version 2026-09-29. Timberstone Tiny Homes is a trade name of Timberstone Log Homes LLC, a Missouri limited liability company.