

# TERMS & CONDITIONS OF SALE

## GENERAL

Except as otherwise stated in any order, any claim on account of nonconforming materials or for any other cause whatsoever shall conclusively be deemed waived by Buyer unless written notice thereof is given within forty-eight (48) hours after date of shipment. Seller shall be given reasonable opportunity to investigate all claims, and no materials may be returned by Buyer to Seller until after receipt by Buyer of definite shipping instructions from Seller.

The goods delivered hereunder all conform to the ASTM and ACI specifications applicable for their respective types. The purchaser shall have the obligation to specify in writing any particular ASTM and ACI designations and/or conditions where required. We shall not be responsible for failure on the part of the purchaser to so specify types of classifications under ASTM and ACI or any other specifications. Any such special instructions must be accepted in writing by our Main Office. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS TICKET. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. FURTHER, NO GUARANTY IS MADE WITH RESPECT TO CONDITIONS WHICH MAY ARISE DUE TO FAULTY DESIGN, FAULTY WORKMANSHIP, OR DEFECTS IN OTHER MATERIALS USED IN INSTALLATION OF THE PRODUCTS.

Prices are subject to increase by the amount of any increase in freight charges and in any taxes (including sales, use, excise, manufacturing receipts, gross income, occupation and similar taxes).

Buyer shall give Seller shipping instructions within a reasonable time before shipments are desired. Shipping instructions shall be delivered to the office of the Seller stated on the face hereof.

All orders accepted are based on delivery during our week-day working hours and as closely as possible to the time specified by Buyer depending upon the availability of materials, handling and delivery equipment. Deliveries requested after regular working hours, or on Saturdays, Sundays or holidays will be subject to an extra charge.

All shipments are subject to applicable local, state and federal taxes and tariff regulations.

Seller shall not be liable to Buyer for any failure or delay in manufacturing, shipping, or delivering product or for Buyer's damages resulting therefrom caused by fire, strikes, lockouts, differences with workmen, accidents, war, delays in securing shortages of labor, transportation fuel or other material; acts of government; delay or failure of any supplier, or any cause or causes beyond Seller's control. During the time of any such delays, Seller shall have the right to apportion among its various customers such product as it may be able to manufacture and ship. Seller shall have the right, but no obligation, to ship from any plant other than the one normally supplying the delivery point specified herein. In the event of delay or failure of performance not excused under the foregoing, Seller's liability shall not exceed that portion of the invoice price represented by the quantity of product delayed or not shipped. In no event shall Seller be liable for consequential, special or contingent damages.

On all classes of deliveries waiting time will be charged at Seller's prevailing rates for delays to trucks occasioned by Purchaser whether at Seller's yards, plants or in unloading at the jobsite.

Any less than load delivery will be subject to a delivery charge based on current rates.

Prices are based upon "tail gate" deliveries only. Extra costs for delivery other than "tail gate" shall be charged to Purchaser.

The Purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Seller reserves the right to stop deliveries if the roadways or approaches are unsatisfactory to him. If the Purchaser orders deliveries beyond the public roadway, the Purchaser shall secure all necessary permits. The Purchaser assumes all liability for damage to sidewalks, driveways, or other property and agrees to indemnify and hold Seller harmless against all liability, loss and expense incurred as result of deliveries beyond the public roadway.

The Purchaser agrees to pay any and all costs of repairs necessitated by damage to the Seller's trucks and/or equipment resulting from any cause whatever during the process of delivery on the work site or unloading, other than negligence on the part of the Seller's employee or mechanical failure to the Seller's equipment.

If at any time the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, Seller reserves the right, in addition to any and all other rights of Seller, to require payments in advance or satisfactory security.

## BRICK, TILE & MISCELLANEOUS MATERIALS

No claims for any reason will be honored after brick, tile, or material is installed.

Only brick, tile or material in a resalable condition and a stock item will be accepted for return to Seller subject to current rates on handling and pickup charges.

Use of acid to clean brick or tile is not recommended.

The quotation is not binding on Seller unless accepted by Purchaser and approved by Seller. After such acceptance and approval, the terms and conditions hereof shall inure to and be binding upon both Purchaser and Seller, and their respective heirs, executors, administrators, successors and assigns.

Special packaging and/or handling will be added to the quoted price. Prices quoted are based on direct shipment to jobsite, unless otherwise indicated. If Purchaser is unable to accept delivery when brick or tile arrives, there will be a holding charge based on current rates.

Special Shapes and Special Production - Any item that is not a standard item must have an approved drawing and/or specification. Once in the process of production, quantity or alteration of shapes and/or special products cannot be made and the total order is the sole property of the Purchaser.

There will be an additional charge for heated material. Where "Brand" products are specified, we reserve the right to substitute materials of equal quality.