



## TERMS AND CONDITIONS

**Bid and Quotation Policy.** Bid and quotations provided by Seller shall include, but not limited to, the following terms, conditions and, or exclusions:

All prices quoted subject to the approval of submittal drawings. Price may change if complete set of drawings not supplied at time of quotation. Prices will be honored for sixty days from the quotation date, unless specified otherwise. Quotations do not include sales tax. Excavation, shoring, and backfilling by others. Plumbing and electrical by others unless specified otherwise. The prices quoted are for normal delivery conditions, see Delivery Terms below. Price is subject to change based on quantity ordered or delivery conditions. Price based on Seller's standard product design specifications, unless otherwise noted. Any site specific or application specific situations that require additional engineering will be at Buyer's expense.

**Term of Payment.** Unless Buyer has credit approval from Seller, payment in full is due before delivery – No retentions apply. Unless otherwise specifically agreed to in writing by Seller, payment in full on all credit sales is due thirty (30) days from the date of delivery. Payment will not be delayed for the completion of work by other contractors, permitting, inspection or total job completion. Discount when quoted will be allowed only if terms are met. Some orders, under the Seller's discretion, may require a deposit payment and project progress payments. All checks are accepted subject to collection. Past due accounts shall bear interest at 1½% per month. In the event payment is not made as outlined herein, Buyer agrees to pay all costs of collection and attorney's fees incurred by Seller.

**Taxes.** Prices of the products sold are exclusive of all city, state and federal taxes including without limitation, taxes on the manufacture, sale, delivery, or use of goods. Buyer agrees to pay Seller the amount of such taxes. No claimed exemption from taxes will be recognized unless Buyer furnishes Seller an applicable tax exemption certificate.

**Delivery Terms.** All deliveries will be made to the best of Seller's ability and dispatch, but no claims will be allowed because of delays in deliveries. Setting into existing excavation is provided for Septic tanks up to 12,000 gallons, Stairs, Bulkheads, and Utility Vaults, providing the excavation is accessible to Seller's truck and crane ordered is of the correct size. Setting of the previous stated items is not provided for sections weighing more than 12 ton unless otherwise stated in writing. Other products not listed above must be offloaded and installed by Buyer. When Deliveries are made to places other than on a paved street, the Buyer must provide approaches permitting access of trucks to the point of delivery under their own power. Seller reserves the right to stop deliveries in the event such roadways are not provided. If access to the excavation site is unavailable for Seller's truck, alternate means of setting the product will be the Buyer's responsibility. Conditions that may cause non-access may include, but not limited to: location not marked, excavation not ready, overhead wires within 20 feet of crane boom height, too small or unlevel pad for the setup of crane with extended outriggers, reach for the boom beyond 15 feet from end of truck, and natural or manmade objects that may reduce clearance. If the Buyer orders deliveries beyond the curb line, the Buyer assumes all liability for damage to sidewalks, driveways, roads or other property and agrees to indemnify the Seller against all inability. The Seller assumes no responsibility for damage to property when delivery is made inside curbing. Buyer agrees to pay any and all costs of repairs, necessitated by damage to Seller's trucks and/or equipment resulting from any cause whatever during the process of delivery on the work site, other than negligence on the part of Seller's employee or mechanical failure of Seller's equipment. Trucks held at work site for more than 1 hour will be billed to the Buyer at the rate of \$160.00 per hour for all excess time.



## TERMS AND CONDITIONS (CONTINUED)

**Cancellation, Change Orders, Returns.** Buyer must immediately pay all cost incurred by Seller and reasonable profit. A minimum of 20% handling charge will be applied to all material returned by the Buyer.

**Inspection and notice of defect.** On receipt of the material, Buyer will inspect the material for possible damage, obvious defects and for completeness. In case of damage, defects, and/or missing parts it shall be noted on shipping slip and reported to driver.

**Warranty.** Seller warrants its products to Buyer and guarantees its products in accordance with its standard written "Warranty Policy". Seller warrants the material and workmanship for their product and will remedy any defects according to the terms of the warranty. The warranty does not extend to items not manufactured by Seller. Seller warrants its product, if used in accordance with Seller's Procedures, will be free from material defects and workmanship for a period of one (1) year from date of original delivery. To request warranty service, all claims must be made in writing within the warranty period. Warranty does not extend to material damaged due to acts of God, misuse, improper installation/backfill, maintenance, or operation contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of Seller. Seller only warrants repairs or alterations performed by Seller or its authorized contractors. Buyer's sole and exclusive remedy for breach of warranty is limited at Seller's option to: (a) repair of the defect, (b) delivery of a replacement product to the point of original delivery, or (c) refund of the original purchase price. The Buyer must give Seller the opportunity to observe and inspect prior to removal or the claim will be barred. If Seller repairs or replaces a product, its warranty term is not extended. The warranty does not cover costs associated with excavation. No warranties whether express or implied, including, but not limited to, any particular purpose shall extend beyond the respective warranty period. Seller shall not be responsible or liable for any special, incidental or consequential damages or loss arising from the use of this product. In no event shall Seller's total liability hereunder exceed the original purchase price of the product which gave rise to such liability.

**Basement Entrance Way.** Surface water must be drained away from bulkhead. Roof drainage should be diverted from bulkhead opening. Seller will not be responsible for leaks caused by excessive hydraulic pressure or improper back filling. Perimeter drainage required during excess hydraulic pressure situation. Stairwell must be a minimum of 2" above grade. Step in foundation or floor poured before installation is required to guarantee watertight connection at base of precast unit. Foundation and/or floor not square and plum voids all warrantees.

**Precast Stairs.** Granite or Limestone supplied by Seller is natural material, subject to variations in color, shade, markings, and texture. Samples provided may vary from material delivered. Seller is not responsible in variations of the material. Use of any type of ice melt voids all warrantees.

**Product Changes.** Seller may change its product design at any time. Seller assumes no obligation to incorporate these changes in parts or product manufactured prior to change. Prices are subject to change without notice.