



Terms and Conditions

These terms and conditions outline the rules and regulations for Paragon Stone, LLC Clients, and/ or customers

Paragon Stone, LLC is main office is located at
7022 Charleston Road
Ripley, WV 25271

By completing the purchase of products, we assume you accept these terms and conditions in full. Do not purchase products from Paragon Stone, LLC, if you do not accept all of the terms and conditions stated on this page.

JURISDICTION & VENUE

The parties agree that the State of West Virginia shall have jurisdiction with regard to all disputes related to or arising out of these Terms and Conditions and all purchases and rentals. The parties further agree that Jackson County, West Virginia, shall be the appropriate county in which to file all suits with regard to any and all controversies related to or arising from these Terms and Conditions.

NOTICE

All prices are subject to change without notice. All sales are final no refunds or exchanges. We reserve the right to refuse service to anyone for any reason at any time.

FOB/YARD LOADING LIABILITY

It is the Customer's sole responsibility to furnish a proper and safe vehicle/trailer and determine the proper amount to be loaded when purchasing products from Paragon Stone. When loading products, requested quantities will be approximate and charged accordingly. In the event of damages to the Customer's vehicle/trailer due to improper and unsafe vehicle/trailer or overloading, the Customer will bear all expenses and liabilities. Paragon Stone assumes no liability for any and all managers.

DELIVERY

IF DELIVERY IS REFUSED FOR ANY REASON, ALL CHARGES STILL APPLY, NO REFUNDS ALL SALES ARE FINAL.
HAUL RATE TO SITE IS ESTIMATED WITHOUT AN ACTUAL DELIVERY POINT

Delivery dates and times are given in good faith but are estimates only. Any deliveries made to remote locations could incur additional delivery charges.

After receiving your order, we will review your delivery instructions and location, if we anticipate any issues one of our sales staff will contact you to obtain more detailed information about your delivery location. We reserve the right to refuse any delivery for any reason.

Delivery vehicles shall be made on the nearest good hard road to site with adequate turning space at the point of delivery. The truck driver is empowered to refuse delivery if, in his opinion, the point of unloading is unsafe or is likely to prove dangerous to a vehicle. If the delivery vehicle is required to deliver at any point off a public road, the Customer will be responsible for any damage to vehicles, pipes, manholes or any other property of any sort resulting there-from and hereby indemnifies the Company against any loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Company may incur as a result of such delivery.

RELEASE OF DELIVERY LIABILITY – INADEQUATE DELIVER SITE

Customer understands and agrees that it is the Customer's responsibility to provide a proper and safe delivery unloading site. Thus, Customer agrees that Paragon Stone, its servants, agents, employees, or subcontractors, shall not be liable to Customer for any claims, demands, injuries, damages, economic loss, actions, or causes of action whatsoever, to my person or property arising out of or related to an inadequate delivery unloading site.

Furthermore, Customer agrees that Customer will be financially responsible for and pay any and all fees/expenses/damages caused by an inadequate delivery unloading site including, but not limited to, damage to delivery vehicle and apparatus, Waiting Time Fees (see Waiting Fees), and Towing Fees (see Towing Fees).

RELEASE OF DELIVERY LIABILITY – DAMAGES INCURRED DURING DELIVERY

Paragon Stone shall not be liable for any damages incurred during delivery, including, but not limited to, damage to curbs, driveways, structures, mailboxes, lawns, trees, underground or overhead utilities, septic systems, irrigation systems, and adjoining property and structures. Thus, Customer expressly hereby forever releases and discharges Paragon Stone from all claims, demands, injuries, damages, economic loss, actions or causes of action, and from all acts of active or passive negligence on the part of Paragon Stone, its servants, agents, employees, or subcontractors arising out of or related to the delivery of the materials. Customer shall indemnify Paragon Stone and make Paragon Stone financially whole, including, but not limited to, reimbursement of reasonable attorney's fees incurred by Paragon Stone, and shall hold Paragon Stone harmless from any and all claims by any third parties related to or arising out of the delivery/unloading of materials.

WAITING FEES

Quoted haul rates assume a maximum of 10 minutes for hauling, dumping, and exit once the truck has reached the jobsite. Haul rates are subject to increase and recalculation if the limit is exceeded.

TOWING FEES

In the event a Customer's unloading site entraps a vehicle requiring a tow, the Customer shall hire a towing company sufficiently equipped, licensed, and insured to tow large commercial vehicles (i.e. dual-axel dump trucks).

PAYMENT

Paragon Stone, LLC reserves the right to protect our mechanic lien rights on all open accounts. Sales tax will be charged on all applicable items unless a tax exempt certificate is on file in our office. Customers who wish to pay their account with a credit card will be charged a 3% surcharge fee. All accounts are COD, unless credit terms are established solely at Paragon Stone, LLC discretion. Paragon Stone, LLC accepts, cash, credit cards, debit cards and checks made payable to Paragon Stone, LLC. All returned items will have a \$35.00. Customer agrees to pay all Paragon Stone, LLC's cost of collections, on all returned payments, overdue invoices including reasonable attorney fees.

PRODUCT QUALITY

Due to the nature of our product, color, sizing, and/or characteristics cannot be guaranteed. No Warranties and or guarantees unless in writing by Paragon Stone, LLC management and Paragon Stone, LLC suppliers.