

BULK CLAM SHELLS.COM

PURCHASE & DELIVERY AGREEMENT

REQUIREMENTS FOR DELIVERY

CUSTOMER'S STREET ADDRESS MUST ALLOW SEMI-TRUCK TRAFFIC FOR DELIVERY. CUSTOMER STREET & PROPERTY ENTRANCE MUST BE WIDE ENOUGH FOR EQUIPMENT TO GAIN ACCESS TO AND DELIVERY TO THE PROPERTY.

POWER LINES AND TREE LIMBS, ETC. MUST NOT OBSTRUCT UNLOADING PROCESS. UNLOADING SURFACE MUST BE SAFELY ACCESSIBLE AND LEVEL.

IN THE EVENT CONDITIONS EXIST THAT DO NOT ALLOW FOR SAFE UNLOADING UPON DELIVERY OR CARRIER IS PROHIBITED FROM DELIVERY ADDRESS, AND/OR CARRIER IS UNABLE TO POSITION EQUIPMENT AT SITE FOR SAFE AND PROPER UNLOADING, PRODUCT WILL BE RE-ROUTED.

"ALL SALES ARE FINAL - NO REFUNDS" POLICY WILL APPLY. A DISPOSAL FEE WILL BE PAID BY CUSTOMER, WHICH INCLUDES ANY ADDITIONAL FREIGHT CHARGES INCURRED. ALL CHARGES WILL BE DUE UPON 15 DAYS OF INVOICE. A LATE PAYMENT FEE OF 1.5% PER MONTH WILL BE CHARGED FOR PAYMENTS NOT RECEIVED WITHIN 15 DAYS OF SUCH INVOICING.

ANY LAWSUIT INVOLVING THE TERMS OF THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION FOR THE CITY OF CHESAPEAKE, VIRGINIA AND CUSTOMER CONSENTS TO SUCH JURISDICTION.

CUSTOMER'S ACKNOWLEDGEMENT AGREEMENT:

PRINT _____ **DATE:** _____

SIGN _____ **DATE:** _____

COMPANY NAME IF APPLICABLE: _____