



## TERMS AND CONDITIONS OF SALE

BUYER AND SELLER (STONE / YARD LANDSCAPE CENTER, INC) AGREE THAT THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE SALE OF GOODS AND MATERIALS

**TAXES:** All State, Federal and Local taxes are the responsibility of buyer. If material is for resale, a current resale card or exemption certificate must be on file at the time of sale. No credit for tax will be issued after the sale.

**DEPOSITS AND SALE OF GOODS ON ORDER:** Purchase of goods on order are final and deposits for such goods are non-refundable. If buyer fails to take delivery of the goods within sixty days from notification of arrival, seller may sell all or part of the goods.

**RETURN POLICY:** Unless otherwise stated in writing on the invoice, goods are not returnable. Absolutely no returns on building stone, special orders, brick, tile, or fabricated orders. ***Buyer shall pay seller a restocking charge of 25% for any goods which seller may, at discretion, accept for return.*** No returns will be considered after (30) days from date of invoice. An invoice showing the original purchase must accompany all returns. Buyer shall pay all transportation costs and delivery charges for any goods, which are approved for return.

**DELIVERIES:** Seller shall not be liable for any delays or defaults in making delivery where occasioned by any causes of any kind or extend beyond its control (we do not guarantee A.M., P.M., or exact time of delivery). Seller will make delivery inside of curb or property line at the sole risk of owner or contractor requesting such service. All delivery charges are extra. There is no such thing as free delivery. Unless stated otherwise at the time of delivery, all goods are accepted in good condition and of the proper quantity and quality. Buyer accepts all risk to goods delivered to a location without an authorized person on-site to inspect and sign for goods. Any deliveries cancelled within 24 hours of the scheduled delivery will not be refunded the delivery charge.

**PRICE POLICY:** All prices and discounts are subject to change without notice.

**CLAIMS:** Any questions regarding acceptability of any of the goods must be resolved prior to the buyer's use of the same goods. Buyer and/or their agent must hold any goods claimed to be defective for inspection. No claim or credit will be considered for goods that have been disposed of or destroyed prior to inspection. Written authorization from seller limits its liabilities to the following, at its option: A) credit of purchase price attributed to returned goods proved to be nonconforming, or B) replacement of nonconforming goods. This remedy is exclusive and excludes any and all consequent damages.

**PALLETS:** Not all pallets are returnable. This seller will accept for return and credit only those marked deposit pallets that seller originally charged a deposit fee. There is a return fee of \$2.00 per pallet.

**WARRANTIES:** Buyer agrees that this product is being sold without any expressed or implied warranty or representations, including the warranties of merchantability or fitness for a particular purpose. The buyer agrees that the buyer, not the seller, has the sole responsibility to determine whether the goods being purchased are appropriate for the use intended by the buyer. The buyer hereby acknowledges that the goods are sold "as is."

**NATURAL STONE:** Stone is a product of nature. Variations in color, hue, density and texture can and will occur from piece to piece and within the same piece. Material will also vary from load to load. It is recommended to order all the material needed to complete the project at one time.

**VARIATIONS:** Variations shall not be a means to make a claim for defective goods. Variations are inherent to all products. Use constitutes acceptance. Any questions regarding acceptability of these products must be resolved prior to installation. No adjustments will be made after installation. Variations in size, color and texture are inherent in brick, stone, grouts and all other and related building materials.

**BAD CHECK POLICY:** Section 1719 of the civil code, allows triple damages for amounts between \$100.00 and \$1,500.00 if not reconciled in cash within thirty (30) days. This section is in addition to all other criminal sanctions applicable. A \$50.00 fee will apply to all checks returned to Stone / Yard Landscape Center, Inc. for any reason whatsoever.

**STONE / YARD LANDSCAPE CENTER, INC. IS NOT RESPONSIBLE FOR INSTALLED MATERIAL**