



2024

## TERMS AND CONDITIONS AGREEMENT FOR **BLOCK PURCHASES**

Conigliaro Blocks are used in both commercial and residential applications. We encourage all Customers to visit our website and/or our facility to see firsthand how the blocks are made and what the blocks look like prior to selecting a final choice of block and finish. Some blocks and/or finishes are more commercial looking than others, but ultimately the Customer's personal taste should dictate which block and finish is chosen for the project. All our blocks are made with either traditional 3000 or 4000 psi mix concrete or with one of our Green-Crete mixes. Once the block type, the block finish and the concrete or Green-Crete mix is chosen and manufacturing begins, the block, finish and mix cannot be changed without incurring additional charges.

### DELIVERY AND UNLOADING:

Blocks are delivered via tractor-trailer or straight truck flatbed. It is the Customer's responsibility to unload the truck. Customer must have a piece of heavy equipment, with a chain and hook, at the job site capable of lifting each block using the block's inset hook. Conigliaro Block's driver will help "hook" the blocks on the flatbed. Standard Plas-Crete Blocks weigh 1,850 lbs each and Jumbo Plas-Crete Blocks weigh 2,775 lbs each. Standard 3000 or 4000 psi Concrete Blocks weigh 2,400 lbs each and Jumbo 3000 or 4000 psi Concrete Blocks weigh 3,600 lbs each.

Delivery pricing includes one hour of unload time per load. In the event that Customer is unable to complete the unloading within one hour, any excess unload time shall be charged to Customer at a rate of \$150.00 per hour, billed in 15 minute increments.

*Please click [HERE](#) for our complete block delivery and unloading guide.*

### DISCLAIMER OF WARRANTY:

CONIGLIARO BLOCK MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR THE USE OF ITS BLOCK PRODUCTS, REGARDING SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CONIGLIARO BLOCK MAKES NO WARRANTY OF ANY KIND, EXPRESS OF IMPLIED, ON SAID BLOCK PRODUCTS, FOR ANY DAMAGE OCCURRING AS A RESULT OF PURCHASER'S OR ANY OF ITS AGENTS OR SUBCONTRACTOR'S NEGLIGENCE, IMPROPER USE OR IMPROPER INSTALLATION OF ITS BLOCK PRODUCTS.

IN THE EVENT OF A CLAIMED DEFECT IN THE BLOCK PRODUCT PURCHASED, CONIGLIARO BLOCK, IN ITS SOLE DISCRETION, SHALL HAVE THE OPTION OF REPLACING, OR REFUNDING THE PURCHASE PRICE PAID FOR THE PRODUCT PURCHASED.

IN NO EVENT SHALL CONIGLIARO BLOCK BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER DAMAGE OR LOSS, INCLUDING, BUT NOT LIMITED, TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES UNDER ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SALE OR USE OF SAID BLOCK PRODUCTS BY ITS END-USERS OR ANY THIRD PARTY OR ARISING OUT OF OR RELATING TO SAID BLOCK PRODUCTS, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM ANY USE OR DEFECTS IN THE PRODUCT. CONIGLIARO BLOCK'S MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE BLOCK PRODUCTS ONLY, AND SHALL NOT INCLUDE ANY AMOUNTS PAID FOR DELIVERY AND/OR INSTALLATION OF SAID BLOCK PRODUCTS, AND SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY.

#### COLOR VARIATIONS:

All our block products are pre-cast and as such may be subject to variation in color after curing due to many factors, including temperature, pour to pour cement powder color and the use of form release. This potential variation in color can become more pronounced at times due to the shortage of cement powder on the market, resulting in the need to procure the powder from multiple sources with inherently different cement color hues. Blocks manufactured with our Green-Crete recycled-content mixes are made with recycled aggregates rather than stone. As with stone aggregate, on occasion, the recycled aggregates may show through.

#### FINAL COST DETERMINATION:

The attached Estimate is budgetary only and subject to change based on the final engineered design which may or may not require the exact items and quantities quoted.

*THE FINAL COST OF THE BLOCKS WILL BE DETERMINED BY THE ACTUAL ITEMS ORDERED, MANUFACTURED AND SHIPPED.*

#### PAYMENT TERMS FOR BLOCK PURCHASES:

- a. 50% of estimated cost due with execution of these Terms and Conditions and the attached Estimate to begin manufacturing.
- b. 50% of estimated cost due upon completion of manufacturing and prior to delivery

In the event of any claim or action by Conigliaro Block due to a failure or refusal by Customer to make any payment when due, Customer agrees to pay all costs and reasonable attorney's fees incurred by Conigliaro Block as result thereof.

**SALES TAX:** Unless Customer provides a Resale Certificate or an Exempt Certificate to Conigliaro Block prior to shipping, Massachusetts sales tax of 6.25% shall apply for the product shipped, exclusive of shipping costs. Payment may be made using a credit card or by check.

#### MISCELLANEOUS:

This Terms and Conditions Agreement and the attached Estimate constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior or contemporaneous written or oral agreement.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

This Agreement shall not be modified except by written agreement of the parties.

This Agreement shall be governed by the laws, and only enforced in the courts, of the Commonwealth of Massachusetts without regard to its conflicts of laws principles.

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

This Agreement may be executed in multiple counterparts (and transmitted by fax or by email), each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

If Customer wishes to proceed, please sign each page of these Terms and Conditions as well as the attached Estimate and scan back to us at [sales@conigliaro.com](mailto:sales@conigliaro.com).

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CUSTOMER SIGNATURE

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DATE