The following terms and conditions govern the sales of The Seller, whether made pursuant to oral or written orders to its representatives or salesmen.

TAXES

Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges which Seller may be required to pay or to collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the merchandise sold hereunder.

FORCE MAJEURE

Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this sale if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources or supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonably within Seller's control.

WARRANTY

Seller agrees that any merchandise delivered hereunder found to be defective in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by accepting this merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied.

Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in a combination with other products. No claims of any kind whatsoever, whether based on breach of warranty, the alleged negligence of seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver of buyer of all claims with respect to such merchandise.

TERMS AND CONDITIONS TO GOVERN

THIS INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO THE SALE AND PURCHASE OF THE MERCHANDISE SPECIFIED HEREIN. No modification of this sale shall be effected by the acceptance of acknowledgment of purchase order forms specifying different conditions, and no modifications shall be effective unless in writing signed by the party claimed to be bound thereby.

STATE OF JURISDICTION

This sale shall be deemed to have been made in, and shall be construed in accordance with the laws of the state shown in Seller's address.

DELIVER AND ACCEPTANCE OF TITLE OF GOODS

Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. Claims for shortages, breakage or for any nonconformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the Buyer at the time of delivery; otherwise, the Seller shall not be responsible for any such claims. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at Buyer's risk, and claims for loss or damage must be filed by the Buyer against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the Buyer at the Seller's loading dock. If, upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of material as listed on this invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefore, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer has previously instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.

FINANCE

Acceptance of materials by the Buyer indicates his agreement to pay the rate of a finance charge (18 % annually).

RETURN POLICY

All returned goods by Buyer must be accompanied by the Buyer's copy of original sales ticket. A restocking charge will be assessed by the Seller on all returned goods. Special order items are not returnable. All materials shall be in sellable condition and returns must be completed within 90 days of purchase date.

DISCLAIMER

This estimate is designed solely to provide the contractor/customer with a rough estimate of the amount of material used in the given project. The material estimate will be based upon calculations or data provided by the contractor/customer and such estimate assumes, among other things, normal and typical building and construction techniques. The actual amount of material used may vary from the material estimate due to a number of factors. Consequently, no representation or warranty has been made that the actual amount of material used will not vary from the estimate..

COLLECTION COSTS

Buyer agrees to pay all reasonable court costs, attorney fees, collection costs, and/or additional sums which are incurred by the Seller in the event the Buyer's balance is assigned for collection or upon commencement of any litigation.

RETURN CHECK CHARGE

Buyer will pay a returned check charge (not to exceed $25.00) for each returned check.