

TERMS AND CONDITIONS

ESTIMATES - the fees, expenses and material quantities in quotations are estimates only. Actual tonnage to be determined at time of loading and final fees adjusted accordingly. Customer agrees to pay according to independent scale ticket provided by driver.

QUOTATIONS - good for 30 days.

PAYMENTS AND DEPOSITS - 50% of the estimated costs are needed in advance for down payment; balance upon completion or balance in accordance with other terms as stated. Prior to delivery, Orion Stone Wholesale will call customer with final invoice amount. Please have balance payable to Orion Stone Wholesale (Visa, MasterCard, Discover or check) ready at time of delivery.

PRICES - Subject to change without notice.

SIGNED QUOTE AND TERMS & CONDITIONS - Down payment as required in #3 above along with quote signed by client is required to initiate delivery.

CANCELLATIONS - Yard Sales: may not be cancelled without 24 hours notice given prior to delivery/pick-up.
Yard sales cancellations must be expressed in writing.
- Direct Ship: signed quotes may not be cancelled for special orders. No exceptions.

RETURNS - No stone described as "rubble" may be returned.

CHANGES AND APPROVAL - Customer shall be responsible for making additional payments for alterations and/or changes requested by client from the original quote.

DELIVERY ACCESS - Delivery site must have adequate access, preparation and staging for delivery, which is solely the customers responsibility. Customer must provide written permission from the neighboring property owner(s) to cross neighboring property and release Orion Stone Wholesale from any liability and responsibility for any potential property damage before delivery begins. Orion Stone Wholesale may require neighbors to execute it's standard waiver and release before delivery is initiated.

DELIVERY - Customer to provide address and/or map to delivery site. Delivery will be made (1) via flat bed truck or (2) roll-off or dump truck. Customer must have loader and operator on site at the time of delivery to unload. The initial quote includes maximum 2 hours time to unload materials. Any additional time may be charged at the rate of \$100 per hour.

DELIVERY FEES - Determined by destination and are separate from tonnage pricing.

DAMAGE DUE TO DUMPING - Orion Stone Wholesale, and its representatives, agents and employees are not responsible for damage that may occur to the product as a result for dumping, or to surfaces where the product is dumped, i.e. driveways, walkways, sidewalks, etc.

INSPECTIONS - Loads shipped directly from the quarry to the customer's job site have not been inspected by Orion Stone Wholesale. It is the responsibility of the customer to be present at the site at the time of delivery to inspect the load. Once the truck has been released from the site, Orion Stone Wholesale will assume the load was satisfactory. Customer is responsible for payment at the time truck is released from project site. Subsequent adjustments requested after the truck had been released will be made solely at the discretion of Orion Stone Wholesale. Customer may be billed at the rate of \$150 per hour for adjustments, and any portion of an hour may be billed for the full hour.

FUEL SURCHARGES - Due to fluctuations in fuel prices, an additional fuel surcharge may apply. The fuel surcharge covers the additional cost to bring materials from our yard and is separate from any applicable delivery fee.

FEES FOR UNPAID BALANCES - If invoice is not paid within terms stated, Orion Stone Wholesale is entitled to interest of 2% per month on any unpaid balance, in addition to reasonable collection costs and attorney fees.

RETURNED CHECKS - A fee of \$65 will be assessed for each NSF and/or returned check.

ENTIRE AGREEMENT - This agreement contains the entire agreement between the parties and all prior understandings between the parties are superseded by this agreement. None of the terms of this agreement shall be deemed to be waived or amended by either party unless such a waiver or amendment specifically references this agreement and is in writing and signed by the party bound, except that invoices may include and customer shall be obligated to pay fees or expenses that were orally authorized to permit Orion Stone Wholesale to progress promptly with work requested.

ACCEPTANCE OF TERMS - The signature of both parties shall evidence acceptance of these terms. Original signed quote must be returned to Orion Stone Wholesale. A copy will be provided to customer.
