

Flagstone Pavers, Inc. Terms and Conditions

Flagstone Pavers, Inc. terms and conditions are as follows:

1. The buyer of all Flagstone Pavers, Inc. products hereby agrees to the **terms and conditions of sale** contained herein and agree that this agreement constitutes the full agreement between both parties, and no other terms and conditions apply, unless agreed to in writing by Flagstone Pavers, Inc.
2. **Prices** are subject to change without notice. All prices will be current standard prices for Buyers industry, unless otherwise quoted.
3. Prices exclude applicable **sales tax** and applicable governmental fees.
4. Applicable **sales taxes** will be charged and must be paid by buyer unless a current tax-**exempt certificate** is provided at time of order or is on file.
5. A 15% **restocking charge** applies to all returns and shall be immediately paid by buyer upon such returns. All returns must be full cubes or pallets. Flagstone reserves the right to not re-stock products that are made to order. Flagstone will not provide any credit or refund for partial cubes, opened cubes or opened pallets.
6. Flagstone reserves the right to charge up to full value for **canceling orders** of non-stocked items, if they have already been manufactured. Each cancelled order will be evaluated at the time of cancellation.
7. All prices are **F.O.B.**, Flagstone Pavers' manufacturing location.
8. All **delivery charges** will be at the current published rates. Changes in delivery schedules, partial releases, requirements for products to be on wooden pallets (unless the product is normally packaged on pallets), or additions to the order could result in higher than expected or quoted freight charges.
9. It is the Buyers responsibility to advise Flagstone Pavers as to whether a **semi truck** can deliver the products or not. If a semi truck is unable to access the site Flagstone Pavers will deliver the products using a **tandem truck**. Applicable rates will apply. If a delivery is attempted using a semi and it is determined that access is not possible, the buyer will be responsible for the initial delivery, a return charge and redelivery.
10. When **releasing product** for shipment, Flagstone Pavers prefers that the release and any instructions be in writing. The buyer takes full responsibility for errors caused by verbal releases.
11. All deliveries that are beyond **curbside** shall be at the Buyer's sole risk. Buyer agrees to indemnify, defend and hold Flagstone Pavers harmless from damages suffered by Flagstone or as a result of any damage done to sidewalks, sprinklers, curbing, asphalt or otherwise when Flagstone drives off the main road to deliver products.
12. Buyer has 24 hours to make any claims for **product shortages** (except to unmanned job sites). Buyer takes responsibility for all products shipped to an **unmanned job site** from the moment they are delivered and shall not be allowed to make any claims for product shortages.
13. Buyer has 10 days from delivery to make any claim regarding visible product quality issues. Only claims regarding the structural integrity of the product will be considered after this period.

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14. All Flagstone products are manufactured to metric **dimensions** acceptable to A.S.T.M. standards. Conversion to English dimensions for both sizes and square footage has been made to approximate dimensions. Dimensions include allowance for sand joints of 1/8”.
15. **Efflorescence** is a cement by-product that will usually wash and wear away in the course of time. Flagstone Pavers accepts no responsibility for efflorescence since any normal concrete contains calcium hydroxide, which is inevitable when cement and water are mixed together.
16. Buyer agrees to the terms set forth in the **credit application** that is to be completed prior to setting up an account with Flagstone Pavers, Inc.
17. In the event Flagstone Pavers receives a check for payment and it is returned for **Non Sufficient Funds (NSF)**, Flagstone will charge and the Buyer agrees to pay, \$25.00 for the first NSF check, \$50.00 for the second NSF check, \$100 for the third NSF check and \$200 for the fourth NSF check plus the Buyer will automatically have their terms changed to prepay.
18. Flagstone Pavers reserves the **right to refuse shipment** to any customer whose account is in arrears and will **not accept orders** from any customer whose account have open invoices that are older than 60 days and Flagstone shall not be responsible for such refusal to the End User.
19. The laws of the State of Florida shall govern this agreement. Hernando County, Florida shall be the venue of any legal action brought before a competent jurisdiction by either Seller or Buyer, and attorney fees shall be paid to the prevailing party by the other party.
20. Flagstone Pavers, Inc.’s liability for any defects in material shall, at Flagstone’s option, be limited to replacement of the product and in no case shall Flagstone be liable to Buyer or any other party for consequential, incidental or specific damages. Repairs or replacements will be limited to the products and shall not include the cost of labor. It is the Buyer’s responsibility to thoroughly inspect products prior to installation, insuring that sizes, shapes and color are acceptable. A.S.T.M. allows for a small percentage of interlocking pavers to be defective. It is the Buyers responsibility to insure that defective pavers are not installed. In no event shall Flagstone Pavers be responsible for products supplied after installation of these products by Buyer or any other party.

January 22, 2009

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