

## Terms and Conditions

**1. Inspection and Acceptance of Product.** Prior to taking possession Customer has inspected the products and hereby acknowledges and accepts the products in its current condition and that it is the exact product as described on the Stoneyard, Inc work orders, quotes, sales orders, invoices, bills of lading, or other order and shipping documents.

**2. Delivery of Products by Stoneyard, Inc.** If Customer contracts Stoneyard, Inc or its agents or subcontractors for the delivery of the products then upon taking such delivery at the designated delivery site, whether such site is Customer's own site or that of a third party, Customer acknowledges inspection and acceptance of same as set forth in Section 1 above and at such time of delivery assumes responsibility for the products.

**2A. Lift Gate Services and Inside Delivery**

Lift Gate Services are available and can be requested at the time of an order (at additional cost). The item(s) if Lift Gate Services are requested will be delivered curbside of the supplied delivery address. Item(s) will be placed on the ground directly at the base of the delivery truck only. It is the responsibility of the customer to make the necessary arrangements for the item(s) beyond that point.

**2B. Delivery Truck Limited Access**

All freight deliveries will arrive, in most cases, in a full size semi-truck. It is the customer's responsibility to notify Stoneyard, Inc at the time of order, if your delivery location has limited access. In the event the delivery truck can't access, the consignee is responsible for any additional delivery attempts and its cost(s).

**2C. Additional Freight Charges**

Unless otherwise written on the original Stoneyard, Inc work orders, quotes, sales orders, and invoices, any and all additional charges such as; delivery appointment, lift gate service, inside delivery, change(s) of address, residential delivery, limited access, re-delivery, and storage fees will be the sole responsibility of the customer.

**2D. Transit Times**

An estimated delivery time frame may be requested from Stoneyard, Inc. Transit times are estimated and subject to change at the time of shipment, as well as during transit.

**2E. Onsite Instructions and Supervision**

Customer is responsible for providing proper instructions and supervision for the placement of the item(s) at the designated delivery site. There shall be no liability for Stoneyard, Inc for damage to the item(s) or damage or injury to persons or property resulting from the supervision or directions given by the Customer as to the delivery of the products. The Customer shall indemnify and hold harmless Stoneyard, Inc from any and all claims for damages to property or persons, including death, resulting from the supervision or directions given by the Customer as to the delivery of the products. Such indemnification shall include all costs associated with defending such claims or actions including attorney's fees.

**3. Delivery of Products by Customer's Carrier.** If Customer contracts delivery of the products by its own carrier, or a third party carrier other than Stoneyard, Inc then Customer acknowledges inspection and acceptance of product as set

forth in Section 1 above prior to the loading of the product onto such carrier's vehicle(s). Customers who pick up products directly from Stoneyard, Inc assume all risks of loss, including damage to vehicles, equipment and bodily injury while on the premises. There shall be no liability for Stoneyard, Inc for damage to the products or damage or injury to persons or property after the product is loaded onto the Customer's or carrier's vehicle(s) nor shall Stoneyard, Inc have any liability for the actions of the Customer or the Customer's designated carrier. The Customer shall indemnify and hold harmless Stoneyard, Inc from any and all claims for damages to property or persons, including death, caused by Customer or Customer's designated carrier once the product is loaded onto the carrier's vehicle(s). Such indemnification shall include all costs associated with defending such claims or actions including attorney's fees.

**4. Secured Interest in Product.** Stoneyard, Inc retains a secured interest in such products purchased by Customer until such time as all outstanding invoice(s) are paid in full. Stoneyard, Inc can enforce its secured position if Customer fails to make timely payment(s), Customer is placed into receivership, or if Customer files bankruptcy subject to applicable law and creditor's rights. If Stoneyard, Inc is able to enforce its secured position on the products it shall then enter upon the premises where the product is located and remove such product from the premises and use the value of such Product as an offset against amounts owed to Stoneyard, Inc by Customer. If such action is necessary, the Customer agrees to hold Stoneyard, Inc harmless for all damage or claims of damage occasioned by such entry for repossession or removal and to pay Stoneyard, Inc all costs, including court costs and attorney's fees including, but not limited to: (a) refusal to permit Stoneyard, Inc or (b) inability of Stoneyard, Inc to enter upon the premises to take possession of or remove the products.

**5. Payment.** The Customer, and his representative or principal shall be responsible for and shall pay Stoneyard, Inc all charges pursuant to the terms of the applicable invoice(s). All charges are due upon delivery and on demand unless otherwise agreed in writing. Customer agrees that a \$150.00 fee will be charged for any returned checks.

**6. Costs of Collection.** Customer agrees to pay attorney's fees, collection fees, court costs and any other expenses in collecting any amounts due under this agreement or in repossessing the products or otherwise enforcing the terms of this agreement. If the charges are not paid in full when due, Customer agrees to pay interest of 1.5% monthly on the outstanding balance until satisfied.

**7. This Contract represents the entire agreement** and there are no collateral, oral or other agreements outstanding. No rights under this contract may be modified and no extension of the terms and conditions may be made except as agreed to by the parties in writing signed by Stoneyard, Inc and Customer and made a part of this agreement by reference.

**8. Safety.** The Customer is responsible to comply with all the provisions of the Occupational Safety and Health Act (OSHA) and shall be exclusively liable for the safety of its employees or others. If any citations or violations are issued to Stoneyard, Inc based on a claim of (a) Customer's non-compliance with the act, or (b) violations by Customer affecting Customer's employees or others, or (c) injury to any of Customer's employees or others, the Customer shall defend, protect, hold harmless and indemnify Stoneyard, Inc for all loss, liability, costs, delay etc. which Stoneyard, Inc may sustain as a result of such Citation or contesting same or both.

**9. Returns and Exchanges.** The Customer agrees that there are no returns, refunds, credits, or exchanges of any products or materials. **All sales are final.**



## **Inspect Your Shipment**

**Prior to signing and accepting any shipment, you must ensure it has been carefully inspected for any damage. It is the consignee's (your) responsibility to inspect their shipment for any and all damages.** If the packaging shows any indication of damage or mistreatment, please open it immediately and carefully review its contents. The consignee may ask the driver to aid in the inspection of the item(s).

**If the item(s) have been damaged, the consignee (or the driver) must write a precise description of the damage on both the consignee's copy and the freight company's copy of the delivery waybill.** In the event damaged item(s) are discovered, please take photos of the damage, call Stoneyard, Inc at 978.742.9800, and email the photos to [sales@stoneyard.com](mailto:sales@stoneyard.com) immediately so that we may initiate a damage claim with the freight company. Be sure to include your name and order number.

***Please note: Stoneyard, Inc and its agents or subcontractors are not responsible for any and all damages to the item(s) unless they are noted on the shipping waybill by the receiving consignee (you).***

### **Concealed Loss or Damage**

Please open and inspect all item(s) within the shipment as quickly as possible. If concealed damage is discovered, leave the package, packing materials, and its contents as you found them. Take photos of the damage, email them with your name and order number to [sales@stoneyard.com](mailto:sales@stoneyard.com), and call Stoneyard, Inc immediately at 978.742.9800.

**NOTE: The consignee does not retain the power to refuse any item(s) unless the item(s) are damaged beyond repair or rendered useless. If the item(s) are partially or slightly damaged, the consignee should accept the entire shipment. The consignee is responsible for any and all holding and or shipping charges on any refused shipment(s) that the freight company or Stoneyard, Inc deems repairable.**