

Acme Sand and Gravel
7777 E 22nd Street Building 3
Tucson, Arizona 85710
Sales@AcmeSand.net
520-296-6231

Terms and Conditions Contract

BULK MATERIALS:

Screened aggregates may contain fines. Material tones & sizing vary and may change over time. Because of all the types, sizes and weights of our products, confirm that colors, tones and sizes are comparable before your purchase.

TECHNICAL ADVICE:

Seller has given Buyer general estimates and speculation based on common uses of products and the accuracy of Sellers information provided. Seller shall not be responsible for the representation of any of its employees with respect to any technical or installation advice, in connection with the product, coverage, manufacture, transportation, unloading, installation or type of use of its materials or products.

Quotes are valid for 30 days from the date of the listed contract. Delivery charges may apply based on distance and/or material quantity. Standard semi-load job site delivery times are Monday - Friday 7:00 am to 2:00 pm. Bobtail deliveries Monday - Saturday 7:00 am to 2:00 pm.

PAYMENT:

Seller's payment is due in full prior to delivery date and at time order is placed, unless other terms are agreed upon. All outstanding balances not paid in full within our payment terms of "Net 30" will be subject to late charges at a rate of 2% per month. Acme Sand & Gravel is a material supplier within the meaning of as defined by the Arizona Prompt Pay Act, A.R.S. §32-1129 et seq. and is entitled to prompt payment of amounts owed pursuant to this statute. Buyer authorizes Seller to apply any payments made by or on behalf of Buyer to any outstanding account between Buyer and Seller.

TAXES:

Applicable City, County and/or State taxes will be added thereto and paid by Buyer unless Buyer has provided Seller with a current and valid Arizona Certificate in the applicable tax form prescribed by the State of Arizona and received by Seller before completion of invoice. All materials and/or product sales will be considered taxable at the rate of Sellers Tucson location.

DELIVERY SCHEDULE:

Seller shall make its best effort to meet scheduled delivery window times and locations. A courtesy confirmation call will be attempted during your delivery window prior to the loading of your material and/or product. Seller shall not be liable for any failure of or delay in delivery of the goods due to any inability on its part to secure the timely delivery of all or any part of the materials or products thereof, shortages, transportation, breakdowns of equipment, or any other causes beyond Seller's reasonable control. Acknowledgment of Buyer or authorized person to receive delivery must be confirmed unless specific arrangements have been made for unloading location. In no event shall Seller be liable for any direct, indirect or consequential damages or claims for labor resulting from any failure or delay in delivery whatsoever.

DELIVERY SITE CONDITIONS:

It is the Buyers responsibility to provide suitable roadways or approaches to points of delivery and un-loading location and secure in advance, any required permits for deliveries to be unloaded on the street and provide escorts or authorization on private driveways or government properties. Buyer will provide Seller with specific delivery instructions beyond driveway curbside unloading before delivery day is scheduled. If such conditions are not provided Seller reserves the right to suspend deliveries until the conditions are remedied. In the event Buyer orders delivery beyond the curb line, he will hold the Seller harmless against all liability or claim thereof to damages to sidewalks, driveways, and any other damage on the premises. Delivery charges and a credit card processing fees will apply if material is not accepted and unloaded at your site and returned to Seller.

TRUCK STAND-BY TIME:

Prices quoted are based on prompt unloading of trucks. A maximum of 10 minutes allowed for unloading. Trucks held at the job site more than this time Buyer will be billed at the rate of \$1.65 per minute \$99.00 per hour. In case of repeated delays in unloading, Acme Sand & Gravel reserves the right to discontinue deliveries until conditions are corrected.

REFUNDS - RETURNS - EXCHANGES - CANCELATION POLICY:

Certain products are exempt from refunds/returns/exchanges:

- Shipping and handling costs, credit card processing fees are non-refundable.
- Bulk materials shipped and not unloaded: customer will pay the applicable return delivery fees*.
- Bulk materials shipped and unloaded: materials, shipping and handling costs are not eligible for refunds, credits or exchanges.
- Discounted, fabricated, sale or used items are not eligible for refunds, credits or exchanges.

Items eligible for a refund or return - exchange:

- Must be in same condition when purchased complete with any accessories in original packaging undamaged in any way within 7 days of purchase.
- To complete your refund, we require the original receipt of item and picture I.D. with the name of purchaser, and must match original name and form of payment
- Once approved, a credit will be applied to the original form of payment.

A restocking/handling fee of 25% on store products returned.

A restocking/handling fee of 35% on bulk materials and yard products returned.

Only one refund/credit per item. Multiple returns will not be honored.

* Delivery charges and processing fees apply if material is delivered to site and returned unloaded to seller.

* A \$10.00 credit card processing fee applies if pre-paid delivery order is cancelled before delivery date specified.

I agree to and accept the terms and conditions of this Quote/Invoice/Receipt.

X _____