

**Acme Sand and Gravel**  
**7777 E 22<sup>nd</sup> 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. The 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.

Estimates are valid for 30 days from the date of the contract listed. 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 are Monday - Friday 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 with 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 current 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 before or during your delivery window prior to the loading of your material and/or product. This courtesy call is Required for the Buyer to be available to answer the call unless other arrangements have been made. The seller shall not be liable for any failure 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 damage 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 credit card processing fees will apply if material is not accepted and unloaded at your site and/or returned to Seller.

#### **TRUCK STAND-BY TIME:**

Prices quoted are based on prompt unloading of trucks. A maximum of 10 minutes is allowed for unloading. Trucks held at the job site more than this time Buyer will be billed at the rate of \$1.98 per minute \$119.00 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 - CANCELTION 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: the 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 the 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 the item, picture I.D., with the name of purchaser and must match the original name and form of payment.
- Once approved, a credit will be applied to the original form of payment.

\$20 Processing fee applies if order is canceled or refunded.

\$50 Processing fee applies if the order is canceled or refunded less than 1 business day of delivery or pick-up date.

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.

This document, outlining the specified services, products, or agreements, becomes fully valid and legally binding upon acceptance signified by the issued Invoice/Receipt. The Invoice/Receipt serves as acknowledgement that the recipient has reviewed and understands the terms and conditions detailed herein and agrees to be bound by them. Payment or other action consistent with the Invoice/Receipt constitutes explicit acceptance of these terms, creating a contractual relationship between the parties involved. Therefore, any discrepancy or concern regarding these terms must be addressed prior to acceptance via the Invoice/Receipt, as its issuance and subsequent actions serve as an agreement to the entirety of the documented conditions.