



TERMS AND CONDITIONS OF (1) REQUEST FOR CREDIT AND (2) SALE AGREED TO BY SELLER AND BUYER

1. **CONTRACT.** Each order shall constitute a binding contract of purchase and sale between Buyer and Seller in accordance with the Terms and Conditions on the Request for Credit and the terms of the Seller's Invoice,
2. **TERMS.** The Seller's terms shall prevail over the Buyer's terms at all times. Seller is not bound by any terms on Buyer's order blanks which attempt to impose any conditions at variance with Seller's terms and conditions of sale which are included herein or stated on Seller's packages, invoices and technical data sheets. Seller's failure to object to provisions contained in the aforementioned Buyer forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which, together with the typed or handwritten material in the invoice, shall constitute the entire contract between the parties. All orders are deemed to have been accepted by Seller at its General Offices, Florida, when they are either acknowledged by Seller or shipped.
3. **CHANGES.** All sales are made in accordance with Seller's samples which Buyer represents he has seen and approved: No substitutions or changes in this order or its terms will be accepted unless approved in writing by Seller. Color texture may vary due to variability or raw materials, efflorescence and other factors beyond the Seller's control. Although the color pigments in concrete pavers have excellent durability and weatherability, depending on specific weather situations, during the first year or two after installation, efflorescence may form on product surface or concrete pavers. The nature of paving stone manufacturing is such that color/texture variance inevitably occurs from time to time. These can result from many factors beyond our control (temperature, humidity, pigment, and aggregate changes). Although great care is taken to prevent this variance, it is not a defect, and therefore TREMRON, INC is not liable in any way if exact matching does not occur. Efflorescence may form on the surface of concrete pavers during the first two years after installation. It is caused by the reaction of carbon dioxide in the air and free calcium hydroxide within the paver and will form a white film on the top surface. With further exposure, the efflorescence will be changed to a highly soluble calcium hydrogen carbonate which normally will be washed away by rain.
4. **TAXES.** Unless specifically shown hereon, price in this order does not include applicable taxes, whether federal, state or political subdivisions thereof. All taxes applicable to Buyer's order shall be added to the purchase price and shall be paid by Buyer.
5. **SALES TAX EXEMPTION.** Sales Tax must be charged to and collected from Buyer unless Buyer provides a current Florida Tax Certificate with Sales Tax Number.
6. **NONCOMPLIANCE BY BUYER.** Seller reserves the right to cancel this order or any part thereof without penalty if Buyer fails to comply with the terms and conditions of this transaction or fails to make any payments within the time specified. In the event of Buyer default, Seller may rescind any agreements between the parties and hold Buyer liable for all damages and losses occasioned thereby: or resell, at public or private sale, undelivered goods under this or other agreements between the parties as Seller may elect. Buyer shall be liable to Seller for the difference between (a) the agreement price of goods, plus all expenses and charges for the account of Buyer specified in this agreement and all expenses of storage and resale, and (b) resale price of the goods,
7. **PRIVITY.** The price quotations contained herein are directed solely and exclusively to the Buyer named on the reverse side hereof, There are no express, implied, or intended third party beneficiaries to this Agreement.
8. **TRANSPORTATION.** Unless otherwise stated, all goods will be sold and shipped to Buyer F.O.B, plant. Each shipment or delivery shall be considered a separate and independent transaction. All deliveries are made to curb line. Any deliveries made past the curb line are the complete responsibility and risk of the Buyer, Any resultant damages shall be the Buyer's risk. The tractor trailers used for delivery are not equipped to enter sites which are not readily accessible. Additional freight may be charged for excessive waiting or unloading time.
9. **SHIPPING DATE.** Shipping dates given in advance of actual shipment are estimated, Seller shall not be liable for delays resulting from causes beyond Seller's reasonable control by fire, weather, labor difficulties, delays in Seller's usual sources of supply, or priorities allocations, rating or other restrictions established under or imposed directly or indirectly by applicable law, regulations, orders issued by governmental or quasi-governmental authorities. All promises or shipment dates are estimated as closely as possible at the time of acceptance, but are not guaranteed, and Seller shall not be responsible for loss or damage due to failure to ship upon date specified. Seller shall not, under any circumstances, be liable for special, indirect, incidental or consequential damages on account of delay in furnishing merchandise contracted for or on account of the use or resale of such merchandise.
10. **REQUESTED DELAYS.** If Buyer requests delay in shipment of material, Seller is not responsible for loss or damage. In such cases, the material will be invoiced when it is ready for shipment and storage costs may be charged to Buyer at Seller's sole discretion.

11. SPECIAL ORDERS. Orders requiring special material or fabrication require a deposit and are not subject to cancellation unless full payment is made for the work done. No credit or refund shall be given on specially ordered goods, Materials produced for any order must be shipped within 45 days of production. Failure to begin shipping materials may result in sale of materials and/or billing for materials if special or custom colors,

12. SPECIAL OR CUSTOM COLORS. Purchaser agrees to take delivery on total quantity ordered PLUS agrees to pay either \$1000.00 for special color run or to accept, ship and pay in full for all excess materials produced in order to fulfill originally ordered quantity (plus any additional shipping cost),

13. RETURNS, Goods returned without Seller's written "Return Goods Authorization" will not be accepted for replacement, credit or refund, Used, obsolete, and specially ordered goods may not be returned for credit or refund. If approved, credit for such return will be based upon whether the goods are resalable and the price at which they were originally invoiced. There is a restocking charge of not less than twenty five percent (25%), plus freight, on nil returns. Materials delivered more than thirty (30) days will not be accepted for credit. Tumbled materials, 1" materials, Bullnose, opened bundles and special color items are not accepted for return. Buyer agrees that any order canceled after production will be subject to a 50% surcharge even if materials have not been delivered to job site. Further, cancellation of any special or custom color shall be subject to payment in full.

14. SPECIFICATIONS. Seller reserves the right to change specifications as conditions warrant

15. REPRESENTATIONS. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Agreement and unless an affirmation or representation or warranty made by an agent, employee or representative is specifically included within the agreement in writing, it has not formed a part or basis of this Agreement and shall not in any way be enforceable by the Buyer, its heirs, successors, or assigns,

16. All dimensions and weights are nominal and will vary within accepted standards for concrete products, Square foot quantities vary from shape to shape and are calculated on mold manufacturer's blueprints with an allowance for sand joints.

17. WARRANTIES, Seller makes no warranty of any kind, expressed or implied, except that the goods sold under this Agreement shall be of the standard quality of Seller, and Buyer assumes all risk and liability resulting from the use and/or installation of the goods, whether used singly or in combination with other goods, Seller neither assumes nor authorizes any person or entity to assume for Seller any liability in connection with the sale or use of the goods sold, and there are no oral agreements of warranties collateral to or affecting this Agreement other than as specifically set forth herein. This warranty is void should materials show physical evidence of abuse, misuse, or accidental damage. Excluded are claims for special, incidental, consequential or indirect damages for breach of any express or implied warranties, ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND ONE YEAR. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS WRITTEN HEREIN. UNDER NO CIRCUMSTANCES WILL CLAIMS FOR REMOVAL AND REPLACEMENT COSTS BE CONSIDERED. OUR LIABILITY IS LIMITED TO REPLACEMENT OF THE STONE ONLY TO THE JOB SITE.

18. INSPECTION, The goods shall be inspected by Buyer upon delivery to Buyer. Failure to inspect and send written notification of rejection to Seller by registered or certified mail specifying the nature of the complaint within three (3) days after receipt by Buyer shall constitute a waiver of Buyer's rights of inspection and shall constitute an irrevocable and final acceptance of the goods and an admission that they fully comply with all terms, conditions, and specifications of the Agreement, impairing any other remedy available to the Buyer for nonconformity. Buyer expressly waives any rights the Buyer may have to revoke acceptance after such three-day period. Claimed unsuitable or unsatisfactory materials must be available for inspection by Seller to entitle Buyer to an adjustment or credit. Use of any materials by or on behalf of Buyer shall constitute acceptance. Expenses of inspection must be borne by Buyer.

19. CLAIMS. Loss or damage must be reported within three (3) days after delivery, Buyer shall have no right to deduct the amount of any claim from an invoice until Seller has authorized that claim.

20. DAMAGES. In the event Seller fails to make delivery or repudiates, or of Buyer's rightful rejection of the goods, Buyer shall not be entitled to recover any special, indirect, incidental, or consequential damages, In such event, the Buyer may, in addition to recovering so much of the pieces as has been paid, recover the difference between the market price at the time when the Buyer learns of the Seller's breach and the contract price (damages), The foregoing shall be the exclusive remedy of the Buyer for Seller's failure to make delivery or repudiation or for Buyer's rightful rejection of the goods.

21. SOLVENCY OF THE BUYER. Buyer represents by accepting delivery that he is not insolvent ("Insolvent") as that term is defined in the Uniform Commercial Code, FLA. STAT. 671.201(23). Buyer will notify Seller upon becoming insolvent. Failure to notify Seller of insolvency shall be construed as a reaffirmation or Buyer's solvency at the time of delivery.

22. RECLAMATION BY SELLER. Goods must be returned to possession of the Seller at Seller's place of business at Buyer's risk and expense if Buyer fails to make payment as provided herein or if Buyer fails to perform any obligation under this Agreement while any payment remains unpaid or if any transfer of any of the goods by the Buyer would constitute a bulk transfer. In the event Buyer becomes Insolvent, Seller may reclaim all goods shipped to the Buyer pursuant to this Agreement.

23. RISK OF LOSS. Risk of loss shall pass to the Buyer at the time the goods are actually tendered to the carrier for delivery,

24. TITLE. Title to the goods shall remain with the Seller until Buyer pays for the goods,

25. PRICK In the event of 1m inconsistency between the unit price and the gross price, the unit price shall be presumed correct.

26. PAYMENT, Buyer shall have twenty (20) days from Seller's tender to carrier in which to make payment or the purchase price, In the event the goods are lost in transit after conforming tender by Seller to carrier, Buyer is obligated to pay notwithstanding his inability to inspect. Buyer is obligated to pay a service charge of \$100.00 or an amount of up to live percent (5%) of the face amount of the check, whichever is greater when a check has been dishonored for any reason. Payments are due at the place of business of the Seller, Unless specified by the Buyer, all payments of the Buyer's account shall first be applied to the oldest unpaid charges on Buyer's account with Seller.

27. SERVICE CHARGE, In the event Buyer shall fail to pay the purchase price within thirty (30) days from Seller's tender to carrier, a service charge at the rate of one and one half percent (1.5%) per month (eighteen percent (18%) per annum) shall be charged. If default in payment continues for thirty (30) days or more, Seller may suspend further deliveries until all indebtedness or Buyer to Seller has been paid in full.

28. CASH OR CREDIT CARD PAYMENT, If in Seller's judgment the financial condition of Buyer at the time the goods are ready for shipment does not justify the terms or payment specified, seller reserves the right to require payment in cash or credit card before shipment. All C.O.D. orders are to be paid by cash or certified check prior to shipment.

29. ATTORNEY'S FEES, In the event it becomes necessary for Seller to retain an attorney to collect the monies due, or to reclaim any goods ordered by Buyer. Buyer agrees to pay all costs or collection, or reclamation, whether or not it is necessary to commence litigation, including reasonable attorney's fees (including appeals) and court costs.

30. COMPLETE AGREEMENT. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of the Agreement. No course of prior dealings between the parties and no usage or trade shall be relevant to supplement or used to explain any of the terms used in this Agreement.

31. RENEWAL OR WAIVER. None of this Agreement's terms shall be deemed to have been waived by Seller unless such waiver is in writing and signed by Seller.

32. JURISDICTION. This Agreement was made and entered into in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida, Venue shall be in the Florida courts.

33. MODIFICATIONS. This Agreement can be modified or rescinded only in writing, signed by an officer or Seller. No sales representative of the Seller has authority to alter, vary or waive any or the foregoing standard conditions. Steno graphical and clerical errors are SI1bject to correction.

34. TITLES. Paragraph titles are for convenience of reference only.

35. SERVICEABILITY. Any invalid or unenforceable provision herein or portion thereof is severable and shall in no way affect the validity or enforceability of any other term, covenant, condition or provision contained herein.

36. ORDERING. Orders should include complete shipping information, i.e., company name, correct address and zip code.

37. FREIGHT. Orders should indicate desired method of shipment.

38. COPYRIGHT. No parts of our catalog, or promotional material can be reproduced without our express written consent.

Dated: _____

Applicant Signature: _____

Name Printed: _____

Dated: _____

Applicant Signature: _____

Name Printed: _____