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**MASONRY DIVISION - TERMS AND CONDITIONS FORMING PART OF THIS PROPOSAL/ORDER**

1. Unless otherwise indicated on the face hereof, this Proposal is valid for a period of thirty (30) days from the date hereof and must be accepted in writing. All quoted prices are guaranteed for this thirty (30) day acceptance period, unless otherwise indicated.
2. The payment terms shall be as specified in the Proposal. Seller reserves the right to revise the payment and credit terms at any time at Seller's sole discretion, including but not limited to Seller electing to require C.O.D. or prepayment prior to the manufacture and/or initiation of an order.
3. Any request that goods be provided on an account basis are subject to approval of the seller's credit department and the execution of an Open Account Agreement and Guaranty. Said documents provide in part that a finance charge of 1-1/2% per month (18% per annum) be added to all items which are thirty (30) days old or older. Further, in the event that the purchaser fails to comply with the terms of the Open Account Agreement or Guaranty, the seller has the right, without notice, to suspend deliveries.
4. Prices may include delivery via truck equipped with driver-operated mechanical unloader or a flatbed truck without unloader.
5. Purchaser will be charged for seller's truck time at the rate of ONE HUNDRED DOLLARS (\$100.00) an hour in 15 minute increments commencing thirty (30) minutes after seller's truck arrives at the job.
6. Proposals are based on truck load lots. Charges for less than a truck load lot are available upon request.
7. The purchaser agrees to provide suitable access roadways or approaches to points of delivery other than on paved streets and the seller reserves the right to stop delivery if roadways or approaches are unsatisfactory to seller.
8. Where delivery is by common carrier (motor truck, rail or marine), purchaser is advised that current published tariffs have been used and if during term of contract any such tariffs are increased, such increases shall be paid by the purchaser.
9. In the event purchaser orders delivery beyond curb line, seller shall not assume liability for damages to sidewalks, driveways or other property and purchaser hereby agrees to indemnify and hold seller harmless against all liability, loss and expense including liability for property damages, personal injury and death, incurred as a result of such deliveries.
10. Some concrete masonry units are cubed on pallets and the pallet will be billed at the then current rate.
11. Credit for pallets will be issued when returned in usable condition, and the pallet will be credited at the then current rate.
12. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED, except as stated on the face hereof. Representations as to quality shall meet industry standards. The seller does not guarantee finished concrete work.
13. Purchaser agrees to indemnify and hold seller, its successors, assigns, officers, directors, and employees harmless against property damage and personal injury claims, including but not limited to any claim arising out of the delivery of materials to a location selected by the purchaser or any claim by third parties for any loss, injury or damage caused by or arising out of the possession or use of the materials purchased, including but not limited to costs of suit and reasonable attorney's fees.
14. Purchaser's refusal or inability to accept materials, when delivered according to prearranged scheduled, shall entitle seller to reimbursement for actual damages sustained, even if such refusal is due to circumstances beyond purchasers control. Seller's breach of this contract shall not entitle purchaser to incidental or consequential damages.
15. Seller shall have no liability for an inability or failure to make deliveries as a result of fire, flood, strike, casualty, or other act of God beyond the control of the seller. Further, delivery lead times quoted by the seller are estimated times that are given at the time of the proposal. The seller's lead time at the time that the purchaser's acceptance/order placement may have changed and is subject to prior order demand.
16. The terms and conditions of this contract are severable. Should one provision be unenforceable, the remainder shall remain in full force and effect.

17. The terms of any document referred to herein or in any document issued or executed in the performance or furtherance of any accepted proposal including, but not limited to, any purchase order or like document from the purchaser are expressly excluded without the written consent of the seller.
18. The terms of the Open Account Agreement and Guaranty are incorporated as if fully set forth herein.
19. Any taxes which the seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, extraction, use or consumption of any of the material covered by this quotation, including taxes upon or measured by the receipts from the sale thereof, shall be for the amount of the purchase, and purchaser shall promptly pay the amount thereof to the seller upon demand.
20. Any proposal/order pursuant to this quotation shall be subject to the terms and conditions herein contained or referred to in quotation and to no others whatsoever. No waiver, alteration or modification of the conditions herein contained shall be binding unless in writing and signed by an executive officer or authorized representative of the seller.
21. It is understood and agreed by the purchaser and seller those materials on this order verification constitute custom made products. The purchaser agrees to purchase all products in the above quantities indicated on this form and purchaser's purchase order. The purchaser agrees to have the above products shipped to the assigned shipping address as quickly as the project progresses. Seller reserves the right to bill for all materials left in our yard when there is inactive shipping of at least thirty (30) days. If there is custom made product left at the end of the project, the customer has thirty (30) days to have the materials removed from our yard. Seller reserves the right to remove the product after those thirty (30) days.
22. Please return your signed order verification as soon as possible and send directions to your job site. Without your signed verification, this order will not be processed or put into production.
23. If an attorney is used to collect any amount due, either with or without suit, or if legal proceedings are taken for the collection of any amount due, purchaser shall pay, in addition to the principal and interest owing, the costs of suit, and attorney fees in the amount of 20% of the amount due including interest.
24. Purchaser agrees that any dispute, controversy, or claim arising between the parties shall be decided exclusively by and in the state or federal courts sitting in York County in the Commonwealth of Pennsylvania. For such purpose, purchaser hereby submits to the personal jurisdiction of said courts, and waives any right to assert or move for transfer of venue to any court other than said courts. All disputes shall be governed by and pursuant to Pennsylvania law. Purchaser further agrees that any and all purchase orders submitted to seller by purchaser shall be governed by and pursuant to Pennsylvania law. Purchaser further agrees that any and all purchase orders submitted to seller by purchaser shall be governed by this provision, regardless of the inclusion of any language to the contrary in such a purchase order, including but not limited to provisions concerning alternate venues or submission of disputes to alternative dispute resolution.
25. Because aggregate and cement suppliers cannot guarantee the color consistency of a natural product, variations in the color of concrete masonry units does and will occur. In our effort to produce a natural looking product, variations in color (shading) will exist, as they do in nature. We believe this range will only enhance the aesthetics of your project. For this reason we suggest that a field panel be erected before final approval is made.
26. Purchaser has the right to inspect block at shipping point and/or delivery point. Failure to inspect and/or reject block upon delivery constitutes acceptance of block. All concrete masonry units shall be sound and free of cracks and other defects that would interfere with the proper placing of the unit or impair the strength or performance of the construction. Minor cracks or chips, in conformance with ASTM C-90, incidental to the usual method of manufacturing and delivery, shall not be deemed grounds for rejection so long as they affect no more than 5% of the block shipment. Custom blocks are designed to present a single exposed face only. We, therefore, will not be responsible for the final appearance of two exposed faces of a single wythe wall. Complaints about chippage, size or color after the blocks are installed will not be considered.
27. York Building Products will not be liable for any back charges and/or claims against delays. Projected delivery times are estimates only, and actual delivery time will be dependent on freight availability, backlog constraints and production capacity.

Acknowledged and Accepted: \_\_\_\_\_

By (please print): \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

*Note: Please return a signed copy to the Credit Department at York Building Products Company.*