

Terms and Conditions

Effective October 15, 2021

Wholesale Accounts:

To qualify for a wholesale account, a business must; have a resale tax ID number; a brick-and-mortar retail storefront; and be open to the public with posted business hours where our products can be displayed and repetitively sold.

Order Placement / Order Minimum:

Minimum order is \$1,500 wholesale. Orders can be placed via: email or fax, no phone orders will be accepted.

Payment Terms:

All first-time orders require payment before shipment. Unique Stone accepts Visa, MasterCard, Discover and American Express. Stocking dealers can request a credit application, and will be granted such based-on credit worthiness. Failure to remit payment according to invoice terms may result in revocation of credit privileges. Past due accounts will be assessed a monthly finance charge of 1.5% (18% APR) of the remaining balance or a minimum of \$10.00. No future orders will be shipped until all outstanding balances and any finance charges have been paid in full. Collection agency services will be engaged on past due accounts.

Pricing:

Unique Stone publishes a Price List however prices are subject to change without notice. Unique Stone reserves the right to void and/or alter any order in response to pricing actions taken upon us. Unique Stone cannot be held liable for any customer loss of sales due to changes in our prices or due to any circumstance beyond our control.

Cancellations:

Production demands dictate that cancellation of orders 10 days after order placement will be subject to a 25% restocking fee. Future orders will not be accepted until prior cancellation fees are paid in full. Customers who have canceled a previous order may also be required to place a down payment on subsequent orders and/or pay for the entire order at time of order placement.

Backorders:

Unique Stone attempts to ship each order complete. Backordered items will not be shipped unless approved by Unique Stone management. Backorders are considered new orders and are subject to the same order minimum and freight terms as the original order.

Oversized Freight:

Items with the designation (OF) on the Price List will be assessed oversized freight charges as levied by the carrier.

Shipping:

All shipments are palletized, delivered via tractor-trailer, include a lift gate (if requested) and a 24-hour delivery notice. It is the customer's full responsibility to have the proper equipment and/or staffing available to unload the product from the back of the delivering vehicle.

Truckload shipments and items marked as OF (oversized freight) will require the receiver to have a forklift and pallet jack for removal from truck.

Customers are responsible for any and all additional fees associated with special delivery services and/or

Drop Shipping:

Unique Stone will not "drop ship" any order to any address other than a retailer's verified location.

Receiving:

Unique Stone ships all orders with the utmost care; however, customers are responsible to:

- Confirm the number of crates received match the number on the delivery receipt.
- Check each shipment for visible damage, note any damage on the delivery receipt and have the carrier provide you with an exception number.
- Unpack and check for any concealed damage.
- Submit photos to (customerservice@uniquestone.com) that clearly illustrate any damage to Unique Stone within three (3) days after receipt of goods. Documentation submitted after three (3) days will not be considered for credit.

Unique Stone, at its sole discretion, reserves the right to issue full or partial credit based upon the extent of the claim.

Order Pickup:

Orders may be picked-up by appointment only. There is a minimum \$75.00 or 5% pickup charge (whichever is greater) on all orders picked up at Unique Stone. It will be up to the Production Manager's discretion as to whether the order is palletized or not.

Colors:

The artisans at Unique Stone hand apply each layer of finish based on exacting formulas, but because cast stone contains natural materials which can react differently based on a number of conditions beyond our control, each piece is unique. Color tones and accents will vary from piece to piece, but are expected to fall within a certain range.

Due to the variation of the concrete produced at different times, Unique Stone cannot accept any returns or offer discount(s) on product that does not color match product(s) from a previous order. For color consistency, it is strongly recommended that any products that need to match be shipped on the same order.