

## Terms and Conditions

### Dealer (Stocking) Accounts

To qualify for dealer pricing, a business must:

- Have a valid state issued resale tax ID number, **and**
- A brick-and-mortar retail storefront, **and**
- Be open to the public with posted business hours, **and**
- Properly display and repetitively sell our products
- Orders will only be shipped to a commercial location.

### Trade (Project-based) Accounts

Businesses may purchase at our **Trade Pricing** level if they:

- Have a valid state issued business tax ID number, **but do not have:**
- A brick-and-mortar retail storefront, **or**
- **Are not** open to the public with posted business hours, **or**
- **Can't** properly display and repetitively sell our products
- The ordering company **must** have a representative at the receiving site when the delivery is made.

### Order Placement:

**NO** phone orders will be accepted. Orders can be placed via: email or fax.

### Payment Terms:

We require **full payment** before shipment and a **25% deposit** before the order is processed for **first time customers**. 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.

The price of each item is based on the Price List that is in effect at the time of order placement. No retroactive price changes will be made to any item on an un-filled sales order.

### 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.

### Shipping:

All orders are palletized and delivered via tractor-trailer. LTL orders are shipped *standard "curbside" delivery* and include a liftgate and a 24-hour delivery notice. Please note that truckload shipments **do not** come with a liftgate.

Customers are responsible for any and all additional fees associated with - *but not limited to* - redelivery, storage, reconsignment, detention, special delivery service requests, etc.

### Receiving:

It is the customer's sole responsibility to have the proper equipment (forklift, pallet jack, chains, etc.) and staffing available to unload the product from the delivering vehicle.

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 **before** the driver leaves your facility
- Unpack and check for any concealed damage
- Submit photos to ([customerservice@uniquestone.com](mailto:customerservice@uniquestone.com)) that clearly illustrate any damage 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 various conditions beyond our control, color tones and accents will vary from piece to piece, but are expected to fall within a certain range. Therefore, 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.