

EST. 1922

# VANDERWALL

FIRE • STONE • SUPPLY

## TERMS AND CONDITIONS

### CREDIT/TERMS

All sales are cash on delivery (COD), cash in advance (pre - paid), or credit card basis. Masons and builders wishing to establish an account are required to complete a credit application. We will notify you in writing of credit approval. A tax - exempt form must be on file for all resellers, industrial processors or non - profit accounts. Credit limits will be set on each account.

Payments terms are net 30. For all accounts, terms begin from date of invoice, not statements. Statements will be sent at the close of each month. If the account is past due, orders are routed to accounting for review. This will create delays in ordering and shipping.

Accounts that are past due will be assessed a 1.5% monthly service charge. Any collection charges will be in addition to this service charge. Past due accounts will be placed on COD terms. NSF checks will be charged a \$75 fee with customer being placed COD.

### PRICES AND TAXES

All prices are subject to change without notice. Unless otherwise agreed to in writing by VanderWall Brothers all sales and prices quotes are FOB. Buyer shall be liable for and shall pay or reimburse the seller for any sales tax, permit fees, inspection fees, based upon the sale and installation of the product. A tax - exempt form will be provided by the customer at the time of signed estimate or work order.

### RETURNS

Returns on all regularly stocked orders are subject to a 15% restocking fee and are subject to inspection before credit is issued. VanderWall Brothers will not accept returns on special orders, discontinued product, opened product, or product purchased more than six months prior to return date. All returns must be accompanied by the original sales receipt. Cultured stone is sold and returned in unopened full boxes only. No cash reimbursements on returns. Checks will be issued the following week on those without an account. Credits will be issued to account.

### CUSTOM ORDERS BLOCK

Specialty block manufactured on site requires a minimum of three weeks' notice in order to meet customer deadlines. Orders on special block include a non - refundable set up fee and a minimum purchase for each job. The customer is responsible for determining the quantity to be manufactured and will be charged for every unit ordered. All custom orders require a signed purchase order before the date of production

### ARCHITECTURAL AND COLOR BLOCK

Due to the nature of concrete and the variables in manufacturing, colors may vary from actual hues. When color matching is required, a job site sample is recommended

### FIREPLACE AND STONE

All fireplace and stone orders require a 50 % deposit before the start of the job/order. The full payment , to include freight , labor, and permit fees where applicable, are due upon rough - in installation . Custom orders ship FOB from the manufacturer. Once placed, a custom order cannot be canceled, and the buyer will be responsible for full payment including freight charges. We cannot accept returns or issue refunds on custom orders

### CUSTOMERS ON ACCOUNT

All cancellations must be in writing, prior to order being placed or manufactured

### DELIVERY & FREIGHT CLAIMS

Inspection of all merchandise must be made at time of delivery. Signing the bill of lading or packing slip, means you have received the complete order and in good condition. Any shortage or damage must be noted on the bill of lading at time of delivery. No claims will be honored after the carrier has left for any damages or shortages, unless noted on bill of lading or packing slip.

In situations where the customer is picking up from VanderWall Brothers, the customer is responsible for supervising the loading and unloading of products and securing the load for transportation. VanderWall Brothers is not responsible for personal injury, property loss or other loss resulting from the loading, delivery, or unloading of products as they may shift during transport

### WARRANTIES

The customer acknowledges that a warranty on product not manufactured by VanderWall brothers is the manufacturer's warranty. Vander Wall Brothers manufactures their products to ASTM standards and requirements. As VanderWall Brothers has no control over the use of the product, we do not guarantee finished work. The buyer claims responsibility for purchased product upon delivery