



## Terms and Conditions

1. **ACCEPTANCE OF TERMS:** Customers with approved accounts agree that all balances are due in full net 30 days from the date of the statement and further agree that accounts not paid within 30 days incur a finance charge of 2% per month (24% APR). Customer also agrees to pay costs of collection and reasonable attorney collection fees on any account that becomes overdue. If the account is turned over for collection, the 24% annual percentage rate will continue if/when suit is filed and until the account is paid in full. The Granite Group Wholesalers LLC ("Granite") may at any time when, in its opinion, the customer's financial condition, or any other circumstances reasonably warrants it, suspend or revoke any credit extended by Granite to customer in respect of orders already accepted by Granite. Presentment, Demand, Protest and notice of claim are hereby waived.
2. **CUSTOMER'S FAILURE TO PAY** for any deliveries when due shall excuse Granite from making further deliveries on this order, or on any other order. Credit terms for one order establishes no precedence in respect to any subsequent orders. The customer, any higher-tier contractor, or owner of property to which the products described herein may become affixed will not be released from liens or claims of any kind unless and until such products have been fully paid for.
3. **CLAIMS:** ALL MERCHANDISE should be checked immediately and claim for damages or shortages must be entered within five (5) days from the date of receipt. ALL MERCHANDISE SHIPPED BY GRANITE trucks is delivered by our drivers with customer delivery and customer signature copies of Granite order pick tickets. All claims of shortages or damage must have notation stating the problem in full on customer signature copy and be signed at time of delivery.  
ALL MERCHANDISE SHIPPED BY COMMON CARRIER OR CONTRACT CARRIER becomes the responsibility of the carrier until signed for by the consignee as delivered. THE CUSTOMER (consignee) is urged to examine all deliveries carefully before signing transportation receipts. If goods are visibly damaged, the CUSTOMER (consignee) should insist that written confirmation of the damage be noted on the freight bill or dray ticket by the agent (truck driver) of the carrier. If damage is discovered after unpacking, the carrier should be notified at once, so that inspection can be made and the claimed damage substantiated by the carrier. CLAIMS FOR LOSS OR DAMAGE by a common carrier are the sole responsibility of THE CUSTOMER (consignee). GRANITE CANNOT BECOME AN INTERMEDIARY IN SUCH CLAIMS.
4. **RETURNED GOODS:** Authorization must be obtained to return goods for credit or exchange. Request must be made within ten (10) days from date of invoice, GIVING DATE AND INVOICE NUMBER. A fifteen (15%) percent handling charge will apply on all stock items, except if proven defective or shipped in error. (CONTROLS AND TOOLS ARE NOT RETURNABLE). All return materials must be in original packaging; physical appearance of carton, container, or wrappers and its related packaging materials must be in %AS-NEW . SAME AS ORIGINAL+condition.
5. **SPECIAL ORDER:** Items not normally carried in stock shall be deemed as a special order and cannot be cancelled. A request for cancellation must be forwarded to the manufacturer and its terms and conditions must be assumed and agreed to by the customer prior to this request. Cancellations not placed in time to halt production or shipping will not be the responsibility of Granite. It is customary to require a deposit or down payment in an amount set by the Purchasing Department which may be in excess of fifty (50%) percent of selling price for all special orders. In the event of cancellation, all sums due Granite including all freight, handling charges and penalties will be deducted from this deposit.
6. **REBATES:** GRANITE may apply rebates to orders based on Granite's understanding of applicable programs at the time the order is placed. Customer acknowledges and agrees that if for any reason Granite is unable to recover any rebates applied to Customer's order, the amount rebated will be invoiced to and due from customer at a later date.
7. **PRICES:** Prices are subject to change without notice and prices charged will be the PRICES IN EFFECT AT THE TIME OF SHIPMENT.
8. **LOSSES:** THE RISK OF LOSS AFTER DELIVERY shall be the SOLE RESPONSIBILITY OF THE CUSTOMER and any goods left anywhere on the premises specified by the customer shall be deemed to have been received and therefore be solely at the customer's risk.
9. Granite's obligation to deliver the products described in this contract are contingent upon receipt of such products by Granite from the manufacturer, and further contingent upon strikes, accidents, fires and/or other conditions beyond Granite's control.
10. ALL WARRANTIES for material sold by Granite are made and offered by the manufacturer of the materials. GRANITE OFFERS NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and Granite will not be responsible for any damages whatsoever, nor for labor or transportation expenses for any repairs or replacements. Liability in any event shall not exceed the cost of replacing the defective merchandise, and no claims for any labor charges in connection therewith or for any consequential damages as a result thereof shall be valid. Granite assumes no liability for the misuse and/or improper installation of products it sells.
11. **CLAIM OF MATERIALMAN'S LIEN:** Pursuant to the provisions of applicable state law, Customer & Owner, or person having charge of property for which labor is to be performed or materials to be supplied are on notice of seller's claim of a materialman's lien on said property pending full payment of the materials supplied Granite.
12. Customer agrees that any product that customer purchases which contains lead will be used in accordance with the Reduction of Lead in Drinking Water Act.
13. When applicable, all home deliveries are to the home, not into the home.