

# Terms & Conditions Summary

## - British Columbia

Effective January 1, 2017

Please read the terms & conditions below which will govern the relationship between you & Expocrete, an Oldcastle company.

For the most current Terms and Conditions -  
<http://www.expocrete.com/residential/termsandconditions.php>

### PRICING

All prices are subject to change without notice. It is your responsibility to insure that you are using the most current price list. You can contact our sales department for current pricing and availability of Products other than those shown on the price list, i.e., special colors, shapes, sizes, etc. You are responsible for payment of all taxes. Orders placed for less than full pallet quantities will be subject to a break pallet charge.

### SPECIAL ORDERS

Special orders for non-stock items will be priced on an item- by- item basis. The following guidelines will be used for Special Orders:

Special Order Guidelines – Hardscapes (Pavers and Walls)

- Minimum order of 500sqft
- \$750.00 mold set up fee per product
- Lead time – Minimum 4 weeks from the date of confirmed purchase order being received
- NO RETURNS OF SPECIAL ORDER PRODUCTS
- All manufactured or resale product as per the purchase order will be billed upon completion

Special Order Guidelines - Masonry

- Minimum product order may be required
- \$750.00 mold set up fee per product
- Lead time – Minimum 4 weeks from the date of confirmed purchase order being received
- NO RETURNS OF SPECIAL ORDER PRODUCTS
- All manufactured product as per the purchase order will be billed upon completion

Any shortfall of the Products that is the result of an incorrect order by the customer that requires additional Products to be manufactured by Expocrete will be treated as a new special order and will be subject to new pricing and availability.

Cash Sales – Deposit of 50% will be required.  
Account Sales – Deposit will be waived

### DELIVERY OF MATERIALS

---

To ensure prompt delivery orders for shipments should be received at least 48 hours in advance of desired shipment. Orders received less than 24 hours prior to the requested delivery time will be considered a rush order and will be subject to transport and loading availability.

Please contact our order desk for delivery pricing and delivery area. Delivery pricing and area boundaries may change without notice as costs fluctuate throughout the year due to market conditions.

We are not responsible for delays due to late ordering, failure to obtain a loading time, failure to arrive at the specified docking time or for any other reason beyond our control. Scheduled deliveries that are cancelled or changed within 24 hours of the scheduled delivery time can be subject to a cancellation fee if incurred by Expocrete from the arranged courier.

We are not responsible for property damaged when you request a delivery beyond the property line or the curb line of city streets. We will not make deliveries to areas with restrictions on heavy trucks nor or to areas which, in the driver's judgment, will endanger himself or his equipment.

Allowable unloading time will be restricted to Expocrete Products. Additional unloading time due to customer's requests to stock the job, move Products that were previously delivered, poor jobsite conditions, traffic congestion or delays due to others trades or general contractor, will be charged at a rate of \$100.00 per hour.

We reserve the right to unload at the specified jobsite, at a mutually agreed upon time, regardless of whether or not you are present. Materials damaged after delivery will not be accepted for return by us, nor will any credits be issued therefore.

#### **QUALITY AND CLAIMS**

We produce all Products to the appropriate standard specifications (CSA & ASTM). Products required to be manufactured to alternative specifications will be treated as special orders and be subject to the conditions set out above for special orders.

Variations in color and shade range are inherent in concrete products due to the variation of aggregates, cement, oxide, and other variables through the curing manufacturing process. No claim will be allowed for any such variations. Submitted samples are to establish color range, size and texture. Subsequent shipments may vary from such samples. It is your responsibility to inspect all Products delivered before installation.

Questions regarding quality, sizing, color uniformity within a shipment or matching to prior shipments must be brought to the attention of one of our representatives prior to installation. Your receipt of any Products delivered will be an unqualified acceptance and a waiver by you, of any and all claims with respect to such Products unless you give us notice of a claim, in writing, within 15 days after such receipt. Once the Products have been installed, they are deemed fit for the purpose and become the responsibility of the installer. We will not recognize any claims made for Products that have been installed. You will be liable for any shortages on Products delivered, unless you give us notice of such shortages within 24 hours from receipt of delivery.

#### **EFFLORESCENCE**

Efflorescence is a fine, white, powdery deposit naturally occurring phenomenon as various chemical salts make up a portion of the composition of the cement and aggregates used in the making of concrete masonry units, the mortar that binds the masonry units, and the grout that reinforces a concrete masonry wall system.

The removal of efflorescence from Products that have been installed is the responsibility of the installer.

#### **IMPURITIES**

Impurities originating from concrete aggregates can occur due to the geological makeup of an area. Acceptable limits are based on CSA standard A23.1 Table 12 "Limits for deleterious substances and physical properties of aggregates" and petrographic analysis limits based on CSA 23.1 Table A2.1. The allowable limits for organics impurities such as coal is a colour plate maximum of 3; the maximum ironstone content for coarse and fine aggregate of 0.8% and 1.5%, respectively. It is the responsibility of the customer to inspect all Products prior to installation. No claims will be allowed for Product containing coal after installation.

## **PALLET CHARGE**

You will be charged a deposit on all pallets sold in conjunction with Products of \$25. A credit of \$25 per pallet will be issued only for pallets that are returned in usable or saleable condition. Damaged pallets are defined as pallets with two or more boards and/or one stringer missing or broken. You are responsible for managing empty pallets on job sites and transporting empty pallets to Expocrete. Accepted pallets are limited to Expocrete, Oldcastle, Basalite and Sakrete branded pallets only.

## **TERMS**

**Standard credit terms are net 30 days from invoice.** A service charge equal to an annual percentage rate of 18% (1 ½% per month) will be added to all past due accounts. We reserve the right to stop supplying Products to you if your account becomes past due. You grant to us a security interest in the Products until payment in full on the purchase price has been made, and agree to do all things and to execute all documents necessary to protect such security interest. You appoint us as your attorney to execute any documents or other instruments necessary to perfect and enforce our security interest in the event of non-payment by you of any part of the purchase price, we retain the right to remove the Product without notice, and payment of any additional charges for removal will be your responsibility.

## **CREDITS & RETURNS**

**No returns will be accepted without prior written approval from an Expocrete Key Account Manager.** The original PO/Invoice that the material was ordered on must be submitted to the local Expocrete office and to your local Expocrete Key Account Manager in order to process the return.

A 20% restocking charge on full pallets in original/undamaged condition will be charged on the invoiced FOB pricing from where the product was purchased.

- Partial pallets will not be accepted for credits or returns
- Special Order products will not be accepted for credits or returns
- Bagged Products will not be accepted for credits or returns – Techniseal Sand, Concrete Mix, Mortar Mix, Rapid Post, Topping Mix, Play Sand, Portland Cement, Mortar Cement, Hydrated Lime.
- Products purchased through Expocrete Spring Booking or similar special buy programs, or obsolete inventory sold as “seconds” will not be accept for credits or returns.
- Only accepted in the year product was purchased

## **LIMITED WARRANTY AND LIMITATION ON LIABILITY**

Except as provided in this section, we make no warranty, express or implied, with respect to the Products. All warranty claims must be presented in writing within 6 months after receipt. We will not be liable under any circumstances for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of any party (including, but not limited to, claims for loss of goodwill, profits, use of money or use of products, stoppage of other work or impairment of other assets), arising out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.

In reference to the Belgard Products Warranty, **visit [www.Belgard.com/Warranty](http://www.Belgard.com/Warranty)**

In no case will we be liable for damages resulting in any way from faulty installation or improper use of Products. We will only be responsible to you for damages resulting directly from our use of products or materials which do not conform to specifications, and in no event will our liability exceed your cost of defective Products. If you have requested a Product be manufactured to specifications other than we only warrant that the Product conforms to the specifications as agreed to between you and us. Tests have not been carried out under all possible use conditions and we cannot and do not warrant the performance of our Products when our Products are used for purposes other than their intended purpose.

In the event you establish a breach of the above warranty, your exclusive remedy against us, and our sole liability, is, at our option, the repair or replacement of the defective Products or the refund of the purchase price therefore **EXCEPT AS EXPRESSLY PROVIDED HERE, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS,**

INDEMNITIES & GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY US OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF USE) ARE OVERRIDDEN, EXCLUDED AND DISCLAIMED.

Except for payment obligations, neither of us will be liable for any failure or delay in performing an obligation that is due to causes beyond our reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns, or the inability to procure parts or materials.

The information and product applications illustrated in any manuals, guides or website provided by us have carefully been complied by us, and to the best of our knowledge, accurately represent our Products' uses. Final determination of the suitability of any information or material for the use contemplated and its manner of use is solely your responsibility.

Structural design analysis should be performed by a qualified engineer.

**WAIVER**

No waiver of any violation or non-performance of this Agreement in one instance will be deemed to be a waiver of any subsequent violations or non-performance. All waivers must be in writing.

**INDEMNITY**

You will indemnify, defend and hold Expocrete harmless from any and all claims, liability, costs, damages, and expenses, including without limitation, legal fees on a full indemnity basis, arising out of or relating to the Products provided by Expocrete brought by any third party except to the extent Expocrete actions are found to constitute willful misconduct.

**AMENDMENTS TO AGREEMENT**

These terms and conditions may not be amended except in writing signed by both parties and will be governed by the laws of the Province of Alberta.

The foregoing terms and conditions of sale apply to all sales and offers made by and purchase orders accepted by Expocrete. To the extent these terms and conditions conflict with or materially change the terms and conditions contained in your purchase order or other procurement documents, these terms and conditions will govern any agreement between you and Expocrete. Any offer or acceptance is specifically limited to these terms and conditions.

The placing of your order or purchase of Products will conclusively confirm assent to these terms. Any failure by us to object to provisions contained in any communication from you will not be deemed a waiver of any of these terms.