



Revised December 1, 2016

TERMS AND CONDITIONS OF SALE

1. PAYMENTS: All accounts are due to be paid in full by the 10th of the month following invoicing. All accounts that are not paid in full by the end of the month will be considered delinquent, and will be subject to 1.5% interest per month and may be placed on prepay status. All checks returned due to insufficient funds will be assessed a \$50.00 fee. The customer is responsible for all cost incurred by SOUTHWEST BLOCK relating to the collection of delinquent accounts or checks returned due to insufficient funds. **These provisions will be strictly enforced.**

2. VARIANCE ALLOWANCE: Published block prices reflect a 4% adjustment for breakage, chipping, color variation and or other minor defects incidental to the manufacturing and handling of concrete masonry units.

3. ORDER POLICY: Because miscommunication can occur during verbal order process SOUTHWEST BLOCK will not be responsible for errors resulting from miscommunication. We strongly recommend all orders be placed via fax machine, or email. Additionally, SOUTHWEST BLOCK will not be responsible for the accuracy of our customer's block take offs. It is the customer's responsibility to provide exact quantities, shapes, color, and any additional descriptive information necessary to process the customer's order.

4. DELIVERIES: Deliveries are made Monday through Friday, excluding company holidays a 36 hours notice for scheduling is recommended. Although this advanced notice does not guarantee a specific delivery day and/or time, SOUTHWEST BLOCK will make every effort to deliver materials within the desired time frame. It is the customer's responsibility to provide proper job access, delivery location and placement instructions. SOUTHWEST BLOCK will not accept back charges resulting from improperly placed materials. SOUTHWEST BLOCK will not be responsible for any damages at or inside curb or property lines including but not limited to damage to curbs, sidewalks, driveways, patios, vegetation, landscaping, plumbing, utility boxes, or meters. Under no circumstances will SOUTHWEST BLOCK place or stack material on scaffolding or second floors. SOUTHWEST BLOCK drivers will attempt to comply with customer's requests regarding placement of material. However, all SOUTHWEST BLOCK drivers have discretionary decision making authority regarding the safety of complying with these requests. When F.O.B. job site prices are quoted they are based on full truckload deliveries. Short truck charges may apply per truck. A forklift reattachment fee of \$45.00 will be charged on multiple drop deliveries. Free unloading time of 60 minutes per truck is allowed. For multiple drop deliveries the 60 minutes begins upon arrival at the first drop and ends upon departure from the last drop. A stand-by charge of \$60.00/hour (assessed in one-minute increments) will be charged for unloading time in excess of 45 minutes per truck. SOUTHWEST BLOCK does not guarantee delivery times but will make every effort to arrive at the job site within estimated time frame. Back charges for deliveries outside of estimated time frame will not be accepted.



5. QUALITY AND CLAIMS:

- A. Products manufactured by SOUTHWEST BLOCK are guaranteed to conform only to specification SOUTHWEST BLOCK may publish at the time of order. Variation in color, shades of color, surface texture, weight and amount of split aggregate are inherent in gray and integrally colored smooth or split face concrete masonry units. **No claims will be allowed for these variations.** Samples of SOUTHWEST BLOCK concrete masonry units submitted for production approval are only used to illustrate a general type of masonry unit. The samples are intended to illustrate a general range of color, shade of color, surface texture or weight do not represent the masonry units subsequently produced and furnished to particular project. **SOUTHWEST BLOCK will not guarantee to match individual samples.**
- B. SOUTHWEST BLOCK will not be responsible for concrete masonry units affected by weather, or any other condition beyond its control, that may cause damage or a change in color or appearance when stored at SOUTHWEST BLOCK'S yard or at the job site. Conditions specified for control of moisture, control of efflorescence or covering during storage will be the customer's responsibility.
- C. SOUTHWEST BLOCK will not be responsible for damage or change in appearance or color to its concrete masonry units resulting from the use of any specified production admixture product which alters SOUTHWEST BLOCK normal production mix design.
- D. It is the customer's responsibility to inspect masonry units and notify SOUTHWEST BLOCK **PRIOR** to installation regarding incorrect size, surface texture, color, or any other characteristic deemed unsatisfactory. **No claims will be allowed after concrete masonry units are placed in the wall.** It is the responsibility of the customer or customer's agent to clean or stain any concrete masonry units supplied by SOUTHWEST BLOCK.
- E. SOUTHWEST BLOCK does not obligate itself to furnish signed receipts for material delivered.
- F. Any charges relating to inspection or testing made by or on behalf of the customer. To determine compliance with specifications shall be paid by the customer. All products' weights are established by SOUTHWEST BLOCK and are subject to change without notice.
- G. Customer must notify SOUTHWEST BLOCK within 24 hours of receipt of material, if any variance in either quantity or quality exists.



6. Returns: All block returned is subject to count and inspection by SOUTHWEST BLOCK and credit will be issued for full pallets only and for units that SOUTHWEST BLOCK determines are reusable as FIRSTS. Any block that is for return credit will be credited as net F.O.B. SOUTHWEST BLOCK yard prices, less a 25% restocking fee. If a SOUTHWEST BLOCK truck picks up the masonry units, an additional transportation charge will be assessed.

7. Pallets: A pallet deposit of \$14.00 is charged for each pallet that leaves SOUTHWEST BLOCK'S yard. The full amount is refunded when the pallet is returned to SOUTHWEST BLOCK in reusable condition. Pallets must be return with original green receipt, in good condition, and within 30 days. Upon the pallet return to SOUTHWEST BLOCK yard a credit will be applied to customers credit card or a check for the deposit amount will be mailed to the customer within approximately 10 business days.

8. SPECIAL ORDERS: All special orders require a preparation period after complete orders have been signed and submitted by the customer. Contact SOUTHWEST BLOCK sales department for an estimated time of production or preparation period. The customer promises to pay and promises to take possession of all special order masonry units by signing the SOUTHWEST BLOCK special order form. After the original order have been submitted for production changes of any kind will be subject to additional charges and additional preparation period. SOUTHWEST BLOCK will not be responsible for variation in color or texture due to conditions beyond our control. Additions to special orders, after the original order has been produced are not guaranteed to match the color or texture of the original order and are not subject to any claims by the customer toward SOUTHWEST BLOCK **the entire special order will be charged in full to the customer** within 120 days after the production of the special order.

9. PRELIMINARY NOTICES: The state of New Mexico prescribes certain guidelines for, and requires that certain information be contained in preliminary notices filed by subcontractors and suppliers of labor and/or material on construction projects. The customer agrees and recognizes that it is a material obligation of the customer to furnish all information which SOUTHWEST BLOCK deems necessary to file a preliminary notice on any construction project for which SOUTHWEST BLOCK is furnishing labor and/or materials and acknowledges that SOUTHWEST BLOCK has the right to deny delivery of any order until the necessary information is provided.

10. FORCE MAJEURE: SOUTHWEST BLOCK shall not be liable for any failure of delay of performance due to causes beyond its control including but not limited to, acts of God, or the public enemy, floods, fires, earthquakes, hostilities, war (declared or undeclared), acts of either general or particular application of any de jure or de facto government or any of its subdivisions, bureaus or agencies strikes or other labor troubles weather direct or indirect, riots, insurrection, civil commotion, loss or shortage of labor, transportation, raw material or energy sources, failure of unusual means of supply, or any other cause, contingency, or circumstance within or without the United States not subject to SOUTHWEST BLOCK control that prevents or hinders the manufacture or delivery of its products.



Should a failure or delay in SOUTHWEST BLOCK'S performance occur because of any of the aforementioned, SOUTHWEST BLOCK reserves the right as to any materials so affected of either canceling the order or delaying performance for a reasonable period of time during which period of delay the applicable order shall remain in full force and effect. SOUTHWEST BLOCK shall notify customer as to the reason for its failure or delay in performance, and as the period of time during which delay is likely to continue in such manner as SOUTHWEST BLOCK may consider equitable. SOUTHWEST BLOCK shall not be liable under any circumstances whatsoever for loss, damage, or expense directly or indirectly arising from use of material, nor shall SOUTHWEST BLOCK be liable for consequential incidental or any other damages with respect to any order.

FOR ANY CAUSE WHATSOEVER WHETHER BEYOND SOUTHWEST BLOCK CONTROL OR NOT, SOUTHWEST BLOCK LIABILITY FOR FAILURE OR DELAY IN PERFORMANCE SHALL NOT INCLUDE INCIDENTAL AND CONSEQUENTIAL DAMAGE.

Pricing subject to change without notice.