

Thank you for partnering with Select Stone for your natural stone needs. Your order will be prepared based on your signed quote/order confirmation. Please review it carefully to ensure all project and product details are accurate. All orders are subject to the terms and conditions outlined in this Sales Agreement.

APPROVALS & CONFIRMATION Your order will enter the production queue once it is confirmed. Orders are confirmed only after **all of the following** have been received by Select Stone. **It is the responsibility of the customer or their approved representative to ensure all documents and drawings/shop tickets are accurate.**

- ✓ Signed sales quote
- ✓ Signed sales agreement
- ✓ Required deposit
- ✓ Signed drawings/shop tickets (if applicable)

DEPOSITS All special and custom orders require a deposit to confirm your order - 25% for customers with approved credit accounts and 50% for COD customers. Deposits are specific to the order for which they are paid and cannot be applied to any other orders or invoices.

LEAD TIMES Lead times are specific to each order and begin only once the order is confirmed. We endeavour to be as accurate as possible when providing lead times, however they are estimates which may change and for which Select Stone cannot be held liable. Order revisions that occur after confirmation may result in extended lead times.

REVISIONS & ADDITIONS To ensure your order is produced accurately, all changes to confirmed orders require a signed Notice of Revision. Depending on the timing and nature of the revision, prices and lead times may change. Additional charges may apply. Special and custom orders may not be changed or cancelled except upon written notice received by Select Stone. Where custom orders are changed or cancelled, in whole or in part, after work has commenced, all deposits and advance payments are non-refundable and are forfeited to Select Stone. The purchaser is responsible for and will promptly pay all costs, expenses, charges, and liabilities incurred by Select Stone up to and including the date written notice of the change or cancellation is received by Select Stone. If such costs exceed the amount of the deposit or advance payments received, the purchaser shall pay the balance owing upon demand.

QUANTITIES Quoted quantities are estimates only. Actual product requirements may vary depending on installation conditions and techniques. Any product required over and above the original quoted quantity will be billed.

DELIVERY Unless otherwise quoted, all prices are FOB our yard in Burlington, ON. Quoted freight costs are estimates only and subject to change at time of delivery based on freight rates, load breakdown, and truck hours. Material and/or pallet returns are billed at Crane Truck & Driver rate unless combined with product delivery to the same address.

PALLETS Unless otherwise quoted, pallets are billed at \$35 each (\$45 for upright pallets). Pallet deposits are refundable when pallets are returned in good condition within 6 months of the date of invoice.

TOLERANCES/VARIANCE Natural stone is not a manufactured product and will have varying physical properties outside of our control. Stone supplied to your project may differ from samples. Variations in shape, colour, pattern, and texture enhance the unique and natural appeal of our products and are not considered flaws. Product colour may change over time and with exposure to the elements. Exact colour matches cannot be guaranteed. **Industry-accepted dimensional tolerances of up to $\pm 0.125"$ apply.**

INVOICES You are responsible for reviewing each invoice carefully. Any discrepancies must be provided to us in writing within 15 days of the invoice date. Payment of an invoice indicates your full acceptance of the charges as they appear.

PAYMENT TERMS All customers are COD unless they have submitted a Credit Application which has been approved by Select Stone. Payment is required before product leaves our yard. Deposits will be applied to applicable invoices as a percentage of the subtotal (e.g. a 50% deposit will be used to pay 50% of the subtotal of each applicable invoice) until used in full. Outstanding amounts may be paid by cash, cheque, debit, credit, EFT or Interac e-transfer (sent to accounting@selectstonesupply.com). A 2.4% surcharge will apply to all credit card payments for: (i) custom or special order products; (ii) payments made on account; and (iii) transactions exceeding \$7,500. Customers with an established credit account may take 30-day payment terms on outstanding amounts, up to their approved credit limit. Interest at 2% per month (24% per annum) will be added to overdue accounts. Delinquent accounts will be returned to a COD basis.

RETURNS Returns are accepted at our discretion and for yard credit only. Original receipt is required. Product must be returned to our yard within 60 days of purchase in its original, saleable condition. Returns may take up to 24 hours to process. A 25% restocking fee will apply. Unused yard credits expire 24 months from date of issue. **Absolutely no returns or exchanges are accepted on custom or special orders or on product purchased at full pallet pricing.**

QUALITY CLAIMS The purchaser must notify Select Stone in writing of any alleged quality defect, non-conformity, or other claim relating to the product prior to installation and within 15 days of receipt of product. Installation of the product and/or failure to provide written notice of a claim within 15 days of receipt shall constitute the purchaser's irrevocable acceptance of the product as delivered and a waiver of any such claim.

All quality claims are subject to inspection, review, and validation by Select Stone. Any product alleged to be defective or non-conforming must be returned to Select Stone's yard, at the purchaser's sole expense, within ten (10) days of the purchaser's written notice of the claim. Failure to return the product within such period shall constitute a waiver of the claim and acceptance of the product as delivered. No claim shall be accepted, and no credit, replacement, repair, or refund shall be considered unless and until Select Stone has had a reasonable opportunity to inspect the product and has determined, in its sole discretion, that the claim is valid. Select Stone is not responsible for freight, handling, transportation, pallet return costs, or any other costs associated with the return of product or packaging.

In the event that Select Stone determines that a quality claim is valid, Select Stone's sole and exclusive liability shall be limited, at its option, to: (i) replacement of the product at the original point of delivery; (ii) repair of the product; or (iii) a credit or refund not exceeding the original purchase price paid for the affected product. Any replacement, credit, or refund shall be based solely on the original invoiced cost of the product and shall not include freight, taxes, installation costs, labour, removal costs, handling charges, or any other direct, indirect, incidental, special, punitive, or consequential damages. If the purchaser elects to receive a replacement product with a purchase price greater than the original invoiced cost of the product being replaced, the purchaser shall be solely responsible for paying the difference in price, together with any applicable freight, taxes, and related charges. Select Stone shall have no obligation to provide a replacement product of greater value than the original product purchased.

For products manufactured, fabricated, or supplied by a third party, Select Stone acts solely as a distributor or reseller. Select Stone makes no warranty, representation, or guarantee beyond those, if any, provided by the manufacturer or supplier. Any claim relating to such products shall be limited to the remedies available from the manufacturer or supplier.

In no event shall Select Stone be liable for any incidental, consequential, indirect, special, or punitive damages, losses, costs, or expenses of any kind, including, without limitation, transportation, freight, labour, removal and reinstallation costs, project delays, loss of profits, or legal fees.

INDIANA LIMESTONE Indiana Limestone products must be installed using only Federal White Type N masonry cement. Use of other setting materials may cause irreversible staining, discoloration, or damage that will not be considered a valid quality claim.

All Indiana Limestone installed at or below grade, or in any application where moisture migration may occur, must be properly dampproofed and separated from adjoining base, backfill, soil, or other moisture-bearing materials using an approved waterproofing membrane such as Blueskin. Failure to provide adequate moisture protection and drainage may result in staining, efflorescence, mineral deposits, or other moisture-related conditions that will not be considered product defects or valid quality claims. Refer to Select Stone's [Indiana Limestone Care & Installation Guidelines](#) for more details.

APPLICATION Select Stone does not warranty the suitability of our products for any particular application. The purchaser assumes any and all risk associated with the use of our products. ASTM test results are available on request.

DISCLAIMER Select Stone Supply cannot control the impacts of natural elements on this product, and does not warrant the natural stone product for variations in shape, colour, pattern and/or texture. All orders, deliveries and commitments are subject to availability, strikes, carrier delays, Acts of Providence and other contingencies beyond our control.

Some published dimensions and weights are nominal. Product coverage and pallet/crate quantities are approximate only. Mixed size skids are subject to the material sizes available at time of packaging. We do not guarantee the size or ratio of pieces in mixed skids.