

TERMS AND CONDITIONS OF SALE

Supersedes all previous documents

GENERAL PROVISIONS:

- Customer Service hours are 7:00 AM to 3:30 PM Central Standard Time, Monday through Friday.
- All published prices in the ROCK-TRED Price Guide, or prices quoted by the sales department, are in U.S. Dollars (currency).
- All prices are F.O.B. Waukegan, Illinois, 60085 USA - unless otherwise confirmed in writing.
- No order will be accepted without written confirmation or without a Purchase Order number.
- Major Credit Cards Accepted: Visa, American Express, and MasterCard.
- Due to market fluctuations, all published or quoted prices, may be subject to change without notice.
- Formal written material quotes are valid for 30 days from issuance and are based on information provided by requester.

PAYMENT TERMS:

- Credit may be extended to accounts with completed and approved CREDIT APPLICATION; Up to 14 business days may be required for approval following the submission of a ROCK-TRED Credit Application.
- If credit has not been approved in advance, 1st time orders will require credit card payment or receipt of a company check prior to shipment or pick-up.
- Late Payment Charge: 2% per month on past-due accounts (24% per annum).
- No shipment will be released on open account that is past due.
- In the event that any invoice now or hereafter is not paid when due, the buyer shall be liable for all reasonable attorney and/or collection fees incurred by ROCK-TRED.
- Residential deliveries, guaranteed delivery dates, or any "Special" delivery instructions must be specified at the time the order is placed; additional surcharges may apply for those deliveries.

CARRIERS AND FREIGHT CHARGES:

- Most orders are shipped within 72 hours [3 days] from receipt of the order confirmation. Custom products and some specialty items may take up to two week. Please call or email Customer Service at 800-ROCKTRED or sales@rocktred.com for details about your order.
- Pallet Charges will apply to all orders: @ \$10.00 per pallet.
- All orders will ship by a freight carrier chosen by ROCK-TRED, unless a different carrier is specifically requested by the customer in writing at time of order. ROCK-TRED will make every effort to ship by the requested carrier, unless directed otherwise. The customer is always responsible for any liabilities and/or freight charges once a carrier has picked-up and received the materials/order.
- All ROCK-TRED materials are sold and shipped in good condition. If product and/or containers are received in damaged condition, the freight company is liable. Therefore, **all freight claims should be reported immediately**, directly to the carrier at the time of delivery.
- If the shipment is damaged, it is IMPORTANT to note on the Bill of Lading that the merchandise was received in a damaged condition and that you intend to file a freight claim. You also have the option of refusing the shipment. ***PHOTOGRAPHS of the damage goods are strongly recommended.***
- All shipments will be made using a ROCK-TRED Bill of Lading, showing ROCK-TRED as the shipper, unless otherwise requested in writing by the customer at the time of order. When requested to make a drop shipment and if it is desired that ROCK-TRED's name not be shown as the shipper, we will use a generic Bill of Lading, showing your name as the shipper. The freight carrier will bill your company directly for the freight charges.



RETURNED MERCHANDISE/ CANCELLED ORDERS:

- ROCK-TRED will not accept any returns without prior written authorization and a completed RETURN AUTHORIZATION FORM completely filled out, showing an authorization number provided in advance by ROCK-TRED Customer Service. Return merchandise MUST BE in their original unopened shipping containers and cartons, must have been purchased within 30 days of the return, must be in good physical condition, and MUST BE shipped BY "Prepaid freight".
- Returned merchandise will be subject to a 25-50% restocking charge, based on the condition of the returned goods. ROCK-TRED will not accept returns of custom-made or special order products.
- To obtain an RA Number, call Customer Service at 1-800-762-8733 with batch and lot numbers (located on the containers), along with the original invoice number.
- Cancelled orders of standard ROCK-TRED products that have not been shipped may be assessed a 10% handling charge if the product has been packaged and palletized for shipment. Custom formulated products will be invoiced at the full value, whether shipped or not.

PRODUCT WARRANTY:

Information about ROCK-TRED products is provided to the best of our knowledge based on tests and experience. Such information supplied about our products is not a representation or a warranty. It is supplied on the condition that you will make your own tests to determine the suitability of the product for your particular purpose. As products are often applied or used under conditions beyond our control, ROCK-TRED cannot guarantee anything but the quality of its products. ROCK-TRED warrants that its products meet the specifications set forth by ROCK-TRED, but we reserve the right to change any given specification without prior notice. ROCK-TRED DISCLAIMS ALL WARRANTIES RELATING TO THE PRODUCTS AND THEIR APPLICATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Receipt of ROCK-TRED products constitutes acceptance of the terms of this limited warranty and the terms and the conditions set out in our invoice, contrary provisions of buyer's purchase documents not withstanding. Upon receipt of merchandise, purchaser has 30 days to notify ROCK-TRED in writing that materials are defective. In the event ROCK-TRED finds that the product delivered is off specification, ROCK-TRED will, at its sole discretion, either replace the product or refund the purchase price thereof, and ROCK-TRED's choice of one of these remedies is the buyer's sole remedy. In no event shall the liability of ROCK-TRED exceed the purchase price of shipped merchandise. Claims must be in writing. Claims after 30 days are void. ROCK-TRED will under no circumstances be liable for special, incidental or consequential damages. This warranty supersedes all other guaranties, whether oral or written, and whether expressed, implied or statutory. No representative is authorized to make any representation or warranty or assume any other liability on our behalf with any sale of our products. Certain products may contain chemicals which may cause serious physical injury. Before using, please read the Material Safety Data Sheet and Technical Data Sheets follow all precautions to prevent bodily harm.

Prices, Terms and Conditions of Sale Subject to Change without Notice