

The following shall apply to any and all products sold by the seller; Builders C.P.
Please read carefully.

1. Unless otherwise agreed to in writing by the parties, Seller reserves the right to adjust the price upon prior written notice to Buyer at least thirty days prior to delivery. If delivery is subject to fuel surcharges such surcharges are subject to change at any time prior and up to the time of delivery.
2. Seller warrants that the products delivered hereunder, (hereafter, Products) meet Seller's approved specifications and proposed use. Seller warrants that Seller shall convey good title to the Products and that the Products shall be delivered free from any lawful security interest, lien, or encumbrance at the time of payment by the buyer. The warranties contained in this paragraph are Seller's sole warranties with respect to the Products and are made expressly in lieu of and exclude any other warranties express or implied. THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Buyer acknowledges receipt of instructions for application and use of the Product and agrees to follow said instructions as prescribed and use said Product only in the manner for which it has been sold. Failure to follow said instructions or use of the Product for any purpose other than for what it has been sold waives any and all remaining claims of Buyer.
4. Buyer's exclusive remedy and Seller's total liability to Buyer for claims is expressly limited as follows: Seller has the option of replacement of, or repayment of the purchase price paid for, the Products supplied hereunder with respect to which damages are claimed. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR AMOUNTS IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, AND EXEMPLARY OR PUNITIVE DAMAGES. As used in these terms and conditions, "claims" means all assertions of any legal or equitable cause of action, including, but not limited to, contract, express or implied warranty, indemnity, contribution, or subrogation, negligence, strict liability, or other tort, arising out of, or related to, the performance or non-performance of the agreement between Buyer and Seller, or the Products delivered or supplied hereunder.
5. All claims by Buyer shall be deemed waived unless made by Buyer within thirty days of receipt of the Products; provided that for any claim which is not readily discoverable within thirty days, such claim will be deemed waived unless made by Buyer within sixty days after receipt of the Products or within thirty days after Buyer should have been reasonably aware of facts giving rise to such claim which ever first occurs. Notwithstanding the foregoing, no claim may be made by Buyer after the sale by Buyer of its goods incorporating the Products.
6. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, Acts of God, fire, explosion, flood, war, acts of or actions authorized by any Government, accident, labor disputes, a supplier's allocation of material due to force majeure, or inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement between the parties without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable it to perform the agreement.
7. The Buyer shall reimburse the Seller for all taxes (excluding income taxes), excise or other charges which the Seller may be required to pay to any government (national, state or local) upon the sale, production or transportation of the Products sold hereunder.
8. Any cancellations of any orders must be made no later than 5 days prior to estimated shipping date.

9. Unless otherwise specified by the Seller, delivery terms are F.O.B. Seller's plant Buyer will pay a late fee on any past due invoice at the rate of the lesser of 1.% per month or the highest rate allowed by law.

10. Any attempted modification of these terms by Buyer, and any additional or different terms included in Buyer's purchase order, acknowledgement, or request for quotation or other document from Buyer are hereby objected to. Buyer's acceptance of the Products upon delivery from Seller shall conclusively be deemed an assent to all of Seller's terms in connection with the sale of the Products. Notwithstanding that Buyer may use purchase orders or other documents that contain preprinted terms and conditions of sale and purchase, any such terms or conditions which modify or contradict the terms contained herein shall be disregarded unless the party against whom enforcement is sought has (i) Signed such document and (ii) such document expressly and conspicuously states that the parties intend to modify and supersede the terms contained herein. These terms and conditions supersede any of previous date.

11. These terms shall be governed by, and interpreted in accordance with, the laws of the State of Florida, or any jurisdiction in which the seller maintains a physical and licensed presence.

12. Seller may deliver notice to Buyer by means of email, facsimile USPS mail or by any other reliable method to the name and address provided on any order forms or communications you have provided.

13. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Seller may assign its rights and duties under this Agreement to any party at any time without notice to you.

14. Refunds, if approved at the sole discretion of Seller, for items returned in their original resalable condition, require an RMA, within thirty days of the purchase date will be credited in the same form as the original payment type, subject to a 20% service and/or restocking fee. Refunds, if approved at the sole discretion of Seller, for items returned more than thirty days after the purchase date will be in the form of a credit redeemable on your next purchase. The original shipping, and handling charges are not refundable. Please return your package via prepaid, insured, traceable method to the original shipping address.

CUSTOM COLOR RIDER (PLEASE READ CAREFULLY)

In addition to the Terms and Conditions of Sale of Stock or Standard Products, acknowledgement and acceptance of which is evidenced upon confirmation of an order, the following shall apply to any and all custom color products. As concrete is composed of natural materials that have certain inherent characteristics, some amount of shading or color variation is a natural occurrence which should not be construed as a defect. Buyers who formulate with color ingredients shall be aware that any cause for reaction, change, performance or variation is the sole responsibility of the buyer and no claim therefore shall bear the buyer from full responsibility that voids any warranty claim from the seller.

1. Where samples of custom colors have been provided a confirmation of said samples must be made or waived prior to the shipping of any custom color is shipped. Regardless of samples being prepared and approved Buyer acknowledges and agrees that the custom colors are NOT guaranteed for evenness of color and may not be the exact shade anticipated. The shade and color may vary due to the cure procedures, water/cement ratio, local aggregates, mixing techniques, temperature, additives and the color of the cement or ingredients used.

2. Once samples are approved, ordered and shipped Buyer acknowledges full liability of any and all invoices for same regardless of satisfaction of use or application.

3. LIMITED WARRANTY THIS PRODUCT IS NOT FOR PUBLIC USE. Builders Construction Products, ColorBlend® colors and admixtures are intended for use by experienced, knowledgeable contractors. Product is warranted to be of uniform quality. Since we have no control over the use of this product, no warranty expressed, or implied is or can be made, either as to the effects or results of such use.

End of document.