

**TERMS AND CONDITIONS GOVERNING SALE**

THIS INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO THE SALE (by The Ridgefield Supply Co., hereinafter referred to as, RSC or Seller) AND PURCHASE (by the Customer, Buyer, or Contractor, hereinafter referred to as any one) OF THE MERCHANDISE SPECIFIED HEREIN. This sale shall be deemed to have been made in and construed in accordance with the laws of the state of CT.

**TERMS OF PAYMENT**

Cash, Verifiable Personal Checks, and Credit Cards accepted. 30-Day Open House Accounts available by separate application/terms. Terms governing conditions of sale as they appear on the face of the credit application (and/or invoices) are by this reference incorporated into and made part of this agreement. Customers presenting their own purchase orders stating specific terms of sale (if different than stated herein by RSC) will have no effect to modify, adjust, or impact in any way the terms stated herein.

**TAXES**

Buyer shall pay to Seller the amount of any taxes, excises, or other charges which Seller may be required to pay or collect for any government, national, state or local, upon, or measured by the production, sale transportation, delivery or use of the merchandise sold hereunder. Failure by RSC to collect required taxes at the time of original sale shall in no way diminish the rights of RSC to impose and collect said tax at a future date if required to do so by a governing agency or governmental department.

**ESTIMATE DISCLAIMER**

If this is an estimate, it is designed solely to provide the Contractor/Buyer with a rough estimate of the amount of material to be used in the given project. The material estimate represents RSC interpretation of information provided by the Contractor/Buyer and such estimate assumes (among other things) normal and typical building and construction techniques. The actual amount of the material used may vary from the material estimate due to a number of factors beyond the control of RSC. Consequently, RSC makes no representation or warranty (expressed or implied) that the actual amount of material required will not vary from the estimate. Under no circumstances shall RSC be responsible to provide additional material to complete a customer project in the event our estimate proves insufficient in either product listing and/or quantities thereof.

**WARRANTY**

Manufacturer's warranties cover most products sold by RSC. RSC does not manufacture or alter products in any way, and as such provides no warranties for the products sold either expressed or implied. If merchandise sold by RSC is found to be defective in material or workmanship, the seller shall have the option of repairing, replacing or refunding the cost of same plus applicable taxes. Under no circumstances shall RSC be liable for any sums other than the original invoice amount, including but not limited to charges for labor or consequential damages of any kind as may be claimed by customer, buyer, or contractor. In the event an item sold by RSC is NOT covered by a specific Manufacturer's Warranty (due to the nature of the product purchased, expiration of applicable warranty(ies), misuse of product, or any other reason) no additional or supplemental warranty is offered by RSC either expressed or implied without exception.

**RETURNED GOODS**

RSC stock inventory items, in original units or full packages, will be accepted for credit or exchange when returned in good 'saleable' condition within 30 days of purchase and accompanied by an original sales receipt. A restocking fee of up to 25% will be assessed by the Seller on all returned goods. Special-Order merchandise, assembled units, and cut items are not returnable. No claims of 'damaged goods' will be accepted after material leaves the yard. No Exceptions.

**SPECIAL ORDERS**

Buyer warrants to the seller his/her full understanding as to the nature of Special-Order merchandise and the ordering thereof. These are items not stocked by RSC and are either provided by specialty wholesale vendors, or custom items manufactured to specifications provided by the buyer to suit his/her particular need or circumstances. In the event RSC provides services to estimate or measure for product, buyer still understands it is his/her responsibility to review those estimates/measurements to verify and confirm them for accuracy. Sole responsibility for accuracy rests with the buyer. Buyer has reviewed and accepted all specifications and quantities of the product(s) he/she is ordering and further understands these products are being submitted to a third party vendor/manufacturer for distribution and/or manufacture. Buyer further understands orders cannot be changed or cancelled once placed with RSC. SPECIAL ORDERS ARE NON-REFUNDABLE, NO EXCEPTIONS. UNDER NO CIRCUMSTANCES WILL SPECIAL ORDER MERCHANDISE BE ACCEPTED FOR RETURN TO RSC. Deposits are required on all special orders, for orders totaling \$500.00 or less a 100% deposit is required. For orders over \$500.00 a 50% deposit is required. Balance is due at the time the Special Order is delivered to RSC and is to be paid according to terms arranged and agreed to by customer at the time the original order is placed.

**CLAIMS**

Any claims for shortage, defect, non-conformity of goods, error in shipment, or for any other cause, shall be deemed WAIVED AND RELEASED by the Buyer unless made in writing within ten days after delivery of merchandise. "Delivery" is defined below.

**DELIVERY & ACCEPTANCE OF TITLES OF GOODS**

All deliveries are priced and understood to be on a first floor/tailboard delivery basis. Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. Claims for shortages, breakages or for any nonconformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the Buyer at the time of delivery, otherwise, the Seller shall not be responsible for any such claims. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at Buyer's risk, and claims for loss or damage must be filed by the Buyer's against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the buyer at the Seller's loading dock. If upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of materials as listed on this invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefore, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized agent of the Buyer, unless the Buyer has previously instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.

**RANDOM TALLIED MERCHANDISE**

Some products are sold by random tally or custom runs and as such exact quantities cannot be specified. Customer agrees to accept final tallies within (+ -) 5% of the desired quantities. Discretion to order adequate material (inclusive of + - %) rests solely with the buyer.

**FORCE MAJEURE**

Delay in delivery or non-delivery in whole or in part by Seller shall not breach of this sale if performance is made impracticable by the occurrence of any one or more of the following contingencies, non-occurrence of which is a basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law; (c) Sellers inability to obtain necessary materials (finished or otherwise) from its usual sources of Supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonable within Sellers control.

**MATERIAL DATA SAFETY SHEETS (MSDS)**

The occupational Health & Safety Communication Standard, the Superfund Amendments and Reauthorization Act of 1986 and many state right-to-know laws require that a material safety data sheet (MSDS) be provided with products containing hazardous chemicals. As a manufacturer, importer, or distributor, you are required by law to ascertain which of your products require an accompanying MSDS and provide such. As a condition of this sale, you expressly wa

**HAZARD COMMUNICATION LABEL**

RSC sells some products that may be considered hazardous; e.g., treated lumber, products containing formaldehyde, silica, etc. It is important to understand some products specified for use in home construction may be considered hazardous. Architects, Designers, and the builder/contractor community specify material for use in building projects. RSC DOES NOT specify product manufacture or use; Warnings and Manufacturer's Material Safety and Data Sheets (MSDS) are available for any product sold by RSC. This information is designed to address the label requirements of the OSHA Hazard communication Standard.

**MISC PROVISIONS**

- A. Unpaid merchandise, which remains in the delivery state, can be repossessed after 60 days of non-payment. Merchandise not repossessed shall be considered consumer goods (CGS-42a-9-302)
- B. Upon demand (after at least 60 days of non payment), Buyer will assemble all unused merchandise at Sellers sole election, for repossession by the Sellers (CGS-42a-9-302).
- C. Merchandise repossessed by the Seller shall be considered equal in value to the invoiced amount or readily marketable amount to re-sell, whichever is less.
- D. This agreement is governed by the law in the state in which the Seller's store which supplied the goods is located.