

TERMS & CONDITIONS

Please read the terms & conditions below which will govern the relationship between you & Expocrete Concrete Products Ltd. ("Expocrete" or "Us") in relation to Expocrete's products (the "Products").

PRICING

All prices are subject to change without notice. It is your responsibility to insure that you are using the most current price list. You can contact our sales department for current pricing and availability of Products other than those shown on the price list, i.e., special colors, shapes, sizes, etc. You are responsible for payment of all taxes. Orders placed for less than full pallet quantities will be subject to a break pallet charge.

SPECIAL ORDERS

Special orders for non-stock items will be priced on an item by item basis and availability of Products is subject to change. We may impose a set-up charge in our discretion to account for short production runs and/or time sensitive delivery requirements. A signed order along with a 50% deposit is required for all special order units prior to special order items being scheduled for production. If the order is cancelled 5 full business days before Product production date your deposit will be fully refunded. The deposit refund will be reduced by 20% for each full day closer to the production date. For example, if a special order is cancelled the day prior to production, 20% of your deposit will be refunded, and 80% will be retained by us to compensate us for various preproduction costs. If the special order is produced, you will be billed for the full amount of the order and expected to take delivery of the Products within 30 days of production. You are solely responsible for the quantity ordered. You are also required to pay for all units ordered, even if not received, within 30 days after production is completed, and will have an additional 30 days to take receipt of the Products. Any shortfall of the Products that is the result of an incorrect order by you that requires additional Products to be manufactured by us will be treated as a new special order and will be subject to new pricing and availability.

DELIVERY OF MATERIALS

To ensure prompt delivery orders for shipments should be received at least 48 hours in advance of desired shipment. Orders received less than 24 hours prior to the requested delivery time will be considered a rush order and will be subject to transport and docking availability. Please contact our order desk for delivery pricing and delivery area. Delivery pricing and area may change without notice.

If you are organizing pick-up of the Products, then you must arrange a docking time with our applicable order desk. Docking times are established on a first come first serve basis.

We are not responsible for delays due to late ordering, failure to obtain a docking time, failure to arrive at the specified docking time or for any other reason beyond our control. Scheduled deliveries that are cancelled or changed within 24 hours of the scheduled delivery time will be subject to cancellation/change fees in effect from time to time.

We are not responsible for property damaged when you request a delivery beyond the property line or the curb line of city streets. We will not make deliveries to areas with restrictions on heavy trucks nor to areas which, in the driver's judgement, will endanger either himself or his equipment.

Allowable unloading time will be restricted to Expocrete Products. Additional unloading time due to customer's requests to stock the job, move Products that were previously delivered, poor jobsite conditions, traffic congestion or delays due to others trades or general contractor will be charged at a rate of \$75 per hour. We reserve the right to unload at the specified jobsite, at a mutually agreed upon time, regardless of whether or not you are present. Materials damaged after delivery will not be accepted for return by us, nor will any credits be issued therefore.

QUALITY AND CLAIMS

We produce all Products to standard specifications. Products that are required to be manufactured to alternative specifications will be treated as special orders and will be subject to the conditions set out above for special orders.

Variations in color and shade range are inherent in concrete products due to the variation in the composition of aggregates, cement, oxide, and other variables resulting through the curing process. No claim will be allowed for any such variations. Submitted samples are to establish color range, size and texture. Subsequent shipments may vary from such samples. It is your responsibility to inspect all Products delivered before installation. Any questions regarding quality, sizing, color uniformity within a shipment or matching to prior shipments must be brought to the attention of one of our representatives prior to installation. Your receipt of any Products delivered will be an unqualified acceptance of, and a waiver by you, of any and all claims with respect to such Products unless you give us notice of a claim in writing within 15 days after such receipt. Once the Products have been installed, they are deemed fit for the purpose and become the responsibility of the installer. We will not recognize any claims made for Products that have been installed. You will be liable for any shortages or Products delivered, unless you give us notice of such shortages within 24 hours from receipt of delivery.

EFFLORESCENCE

Efflorescence is a fine, white, powdery deposit of water-soluble salts left on the surface of concrete units as water evaporates.

It is a naturally occurring phenomenon as various chemical salts make up a portion of the composition of the cement and aggregates used in the making of concrete masonry units, the mortar that binds the masonry units and the grout that reinforces a concrete masonry wall system. The removal of efflorescence from Products that have been installed is the responsibility of the installer. Expocrete's website www.expocrete.com has a number of suggested solutions for the removal and cleaning of efflorescence. In particular you should:

*Keep units dry during construction; and

*Do not allow water to build up in the cores of the masonry units.