

TERMS AND CONDITIONS

ESTIMATES: Ladiesburg Lumber and Supply will honor pricing on estimates within the valid dates of the estimate and prior to expiration of the estimate. Pricing after the expiration is subject to change. Pressure Treated wood pricing is subject to change weekly.

MATERIAL TAKEOFFS: Ladiesburg Lumber and Supply will provide material takeoffs for customers at their request. However, all material must be reviewed by customers for accuracy prior to purchase. Material purchased from takeoffs is at the sole discretion of the customer. Ladiesburg Lumber and Supply is not responsible for material overages or missed material and does not provide yields for additional material without the customer's request. <u>Please review all takeoffs for accuracy prior to confirming orders.</u>

REFUNDS: Ladiesburg Lumber and Supply will refund STOCK material that is resalable at the amount of the purchase price minus a 20% restocking fee with proof of purchase/receipt and within 30 days from the date of purchase. Lumber can be returned within 7 days from the date of purchase and must include proof of purchase, be in resalable condition with no warping and/or excessive splitting and is subject to a 20% restocking fee.

NON-RETURNABLE ITEMS: Ladiesburg Lumber and Supply is unable to accept returns and/or provide refunds on Vinyl Material (included, but not limited to fence materials, rail materials, PVC Boards, etc.) Non-Stocked Material, Special Orders, and material that is in unsalable condition.

WARRANTY: All defective material will be handled according to the Manufacturer's Warranty specifications. Proof of purchase must be accompanied by Warranty claims.

SPECIAL ORDER MATERIAL: Special order material is defined as material not stocked at this location. These items are non-refundable. All material must be picked up within 15 days of Ladiesburg Lumber and Supply receiving this material. After 15 days, the material is subject to a restocking fee of 20% and will be made available for resale.

DEPOSITS: A deposit in the amount of 50% of the total amount on the estimate is due at the time of confirmation for Job Lot and Special Orders unless you have an account with Ladiesburg Lumber and Supply.

PAYMENT IN FULL PRIOR TO MATERIAL PICK-UP: All material must be paid for in full prior to receipt by the customer. All material must be received by the customer within 15 days of the date of purchase. Cash, Credit Cards and Credit Terms are all acceptable forms of payment. Personal checks in the amount of \$500 or less will be accepted for unestablished accounts.

PROPERTIES OF PRESSURE TREATED MATERIAL: Pressure Treated lumber is subject to shrinking, cracking, splitting, warping, and bowing when exposed to the sun and outside elements. All pressure treated job lot orders should be inspected for defects by the Customer prior to leaving the Ladiesburg Lumber and Supply yard.

DISPUTES, GOVERNING LAW, JURISDICTION: In the event the customer breaches the above terms and conditions, and the Ladiesburg Lumber and Supply initiates a lawsuit, action or other proceeding against the customer, Ladiesburg Lumber and Supply shall be entitled to collect all its attorneys' fees, court costs, and other expenses from the customer. The terms and conditions shall be construed and interpreted in accordance with the laws of the State of Maryland. The parties agree that any dispute that may arise shall be subject to the exclusive venue and jurisdiction of the District or Circuit Court for Frederick County Maryland.

By purchasing Ladiesburg Lumber and Supply products the customer agrees and understands all of the terms and conditions set forth by Ladiesburg Lumber and Supply.