

READING ROCK TERMS AND CONDITIONS OF SALE

ORDER ACCEPTANCE

1. All orders submitted by customer are subject to acceptance by Reading Rock and are not binding on Reading Rock unless and until so accepted. Acceptance of an order upon Reading Rock's Acknowledgment constitutes a complete and binding agreement upon Reading Rock's terms and conditions. If these terms and conditions differ in any way from the terms and conditions of customer's order, the Acknowledgment will not be effective as an acceptance of the order unless customer assents of the terms and conditions set forth in the Acknowledgment, which will constitute the entire agreement between the parties. Assent will be deemed given unless customer objects in writing within five (5) days from the date of the receipt of the Acknowledgment. No additions to or modifications of these terms and conditions will be effective unless made in writing and signed by both parties. Typographical or stenographic errors will be subject to correction.
2. Prices in effect at time of delivery will apply, and are subject to change without notice. We reserve the right to meet lower competitive prices and terms of sale. Trade discounts apply to jobs furnished in their entirety. Reading Rock can not be responsible for material or pallets lost or stolen at the job site. Only account invoices are eligible for a cash discount. There is no cash discount allowed on a cash account or cash sale invoice.
3. All prices, quotations and deliveries are net and subject to Fuel Surcharges or Credits. Fuel cost adjustments will be made on the date of pick-up or delivery based on the diesel fuel prices published by the Department of Energy.
4. Account customer's whose account is on COD or is inactive due to past credit problems are required to pay **LIST PRICE** as a cash sale transaction until such time that the account has been reestablished as being in good standing by the credit manager.
5. Account pending cash orders will be entered only after the customer has filled out completely the necessary credit application forms and they have been forwarded to the appropriate manager for approval. All account pending master orders will be cancelled if the account has not been established within the stated guidelines.
6. Pallets: Products produced on pallets must be delivered on pallets. All pallets requiring a deposit will be stenciled with a Reading Rock logo. Credit will only be given for stenciled/**reusable** pallets. We will not accept unstenciled/**unusable** pallets. Pallet Deposit: \$13.00, \$12.00 credit if customer returns, \$10.00 credit if Reading Rock picks up and returns, less any applicable truck charges. There is no charge for RockCast, Garden Accent, Europa, Nitterhouse , or mortar pallets unless partials are stacked on Reading Rock chargeable pallets. No credit is due if they are returned. The number of pallets picked up on site or returned to Reading Rock will be noted on the driver's ticket or the customer's loading list. However, the Reading Rock yard supervisor will determine the final number of pallets credited to the customer after inspection.
7. Hardscape Terms:
 - a. Distributors and Dealers are required to purchase all manufactured wall and paver products in FULL cube quantities except for wall corner, cap pieces, or deliveries to a jobsite.
 - b. On orders placed with a satellite facility for manufactured product that is transferred to that facility, but is a non-stock item for that facility, and is not picked up within 2 weeks a 30% (minimum \$50.00) restocking fee will be charged. Cash transactions for nonstock facility material must be **paid in advance** with a 30% (\$50.00 minimum) restock charge if the order is altered or cancelled after the material has been shipped to that facility.

SPECIAL/NONSTOCK ORDERS

Non-Account Customers:

1. Special order form must be filled out completely with all quantities, pricing, delivery and freight charges.
2. Before the order will be processed...100% payment for all non-stock items as well as any corresponding set up or freight charges on the order must be received. An acknowledgment must be entered into the system.
3. The order may not be canceled once it is received by either the purchasing or manufacturing departments.
4. Upon arrival or manufacturing of the item, the customer will be notified. If the material is not picked up or delivered within 14 days of notification, the material is put into available inventory for resale or disposed of. Payment of a storage fee may be utilized if space is available. **PAYMENT IS NOT REFUNDABLE !**
5. Nonstock/Special Order items manufactured by Reading Rock will be available for pick up or delivery four weeks from receipt of full payment unless otherwise stated at the time of quotation. The customer is responsible for payment of any nonstock/special order materials that are manufactured and not utilized on the job as well as any mold charges.

Account Customers (in good standing)

1. Special order form must be filled out completely and signed with all quantities, pricing and freight charges.
2. Before the order will be processed or put into the production schedule, an acknowledgment order with all required job information must be entered into the system.
3. Upon arrival of the ordered or manufactured item, the customer will be notified. If the customer fails to pick up or have the material delivered within 14 days of notification, the customer may be invoiced for those items at Reading Rock's discretion. If the material is not picked up or delivered within 14 days from invoice, the material may be disposed of or put into available inventory for resale. A charge for storing of materials at Reading Rock may be mutually agreed upon depending on yard availability.

4. After the job is complete, any unused quantity of material will be invoiced. The customer will be notified that they have 14 days to pick up/deliver the material at which time it will be disposed of or put into available inventory for resale. Reading Rock cannot be responsible for materials that have **NOT** been picked up or delivered within the specified 14 day time frame. Reading Rock cannot be used as a storage facility.
5. Nonstock/Special Order hardscape and block products manufactured by Reading Rock will be available for pick up or delivery four weeks from receipt of a signed special order form unless otherwise noted by Reading Rock at the time of quotation or at the time the order is placed. The customer is responsible for payment of any nonstock/special order materials that are manufactured and not utilized on the job as well as any mold and color change charges.

RETAINAGE

Without prior written authorization, Reading Rock does not allow for retainage on payment of invoices. All invoices are to be PAID IN FULL. Any disputes over pricing or problems with invoices will be handled on an individual basis and credit issued in the form of a credit invoice. Failure to keep your account current could jeopardize future deliveries.

APPLICABLE LAW

The laws of the State of Ohio shall govern the construction and performance of this agreement. Any action brought pursuant to this agreement must be brought and prosecuted as to all parties in, and each of the parties consents to service of process, personal jurisdiction and venue in, the state and federal courts of general jurisdiction located in Hamilton County, Ohio.

WARRANTY

READING ROCK WARRANTS TO THE CUSTOMER THAT THE GOODS FURNISHED UNDER THE AGREEMENT WILL CONFORM TO ANY EXPRESS WRITTEN WARRANTY GIVEN BY READING ROCK TO THE CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND READING ROCK MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE GOODS SOLD FOR ANY PARTICULAR PURPOSE, PARTICULARLY AS TO RESULTS OBTAINABLE BY THE CUSTOMER, OR ITS CUSTOMERS OR ASSIGNS IN THE USE OF SUCH PRODUCTS. ANY SAMPLES PROVIDED ARE NOT TO BE CONSIDERED WARRANTIES OF GOODS. READING ROCK'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE GOODS, OR, AT READING ROCK'S OPTION, REFUND OF THE PURCHASE PRICE OF ANY GOODS. READING ROCK CANNOT GUARANTEE THAT THE COLOR OF ANY REPLACEMENT GOODS WILL MATCH THE COLOR OF THE DEFECTIVE GOODS OR OF ORIGINAL GOODS WHICH ARE NOT REPLACED, AND REPLACEMENT LABOR IS NOT INCLUDED. READING ROCK WILL HAVE NO LIABILITY BEYOND THE PURCHASE PRICE NOR WILL READING ROCK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED IN CONNECTION WITH THE PURCHASED GOODS. READING ROCK DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITY IN CONNECTION WITH THE GOODS PURCHASED UNDER THE AGREEMENT. NO CLAIMS OF DAMAGE OR SHORTAGE WILL BE CONSIDERED BY READING ROCK UNLESS NOTED UPON DELIVERY OR MADE WITHIN 48 HOURS AFTER RECEIPT OF SHIPMENT BY THE CUSTOMER AND ACCOMPANIED BY READING ROCK'S INVOICE AND/OR PRODUCTION NUMBER.

DISTRIBUTION

1. Reading Rock can not be responsible for material and/or quantity discrepancies if customer has verified and signed loading list or customer has no one on site to sign loading list. **Customer has 48 hours to notify Reading Rock of any problems with a delivery by speaking personally to a customer service associate.** Messages left on voice mail will not be honored.
2. Prices are based on full truckload quantities, 9 pallet spaces or more per release. Multiple releases by one customer on one truck, regardless if the truck is full (9 pallet spaces or more) or not, shall be invoiced as separate LTL deliveries.
3. At the time the order is released by the customer, it is assumed that both the job site is ready for materials and there is proper access for our trucks and/or vehicles.
4. On non-account deliveries, Reading Rock trucks will not leave the road unless the "delivery beyond curb" charge has been paid. The material will be set by the curb with a moffett or "boomed" as far into the job site as possible. If the customer pays the "beyond the curb" delivery charge, the following will apply:
 - a) Customer must sign the release at the bottom of the loading list with the understanding that if any damage to the property may occur; it is not Reading Rock's responsibility.
 - b) If the driver determines it that leaving the road would cause excessive damage to the property, cause damage to neighboring property, put Reading Rock's equipment in danger, or cause Reading Rock equipment to get stuck, the driver will deliver material to the curb and the "beyond the curb" delivery charge will be refunded.
5. Due to previous job site conditions, Reading Rock can not be responsible for mud that may be deposited on driveways, walkways, or roads.
6. Due to the obvious weight of equipment and product, Reading Rock can not be responsible for ruts or damage to property.

7. Drivers are responsible for their trucks and time spent on the job. They will not leave the road if conditions suggest a high likelihood of getting stuck or doing damage to property or their vehicles. In no case will the driver leave the road if in the driver's opinion the delivery would be unsafe.
8. It is the customer's responsibility to inform Reading Rock of the cancellation of any scheduled shipment due to weather or job site conditions. Failure to do so will result in delivery of material to the nearest accessible location on the job site or, at the request of the customer, return to a Reading Rock facility with applicable charges. (\$150.00 Dry Run Charge) Orders must be cancelled by speaking personally to a customer service representative. Messages left on voice mail after the switchboard closes (4:30 during the week and on weekends) will not be honored. **In any case the customer will be charged a handling fee if a load is held, cancelled, or changed once the truck has been loaded.** Cost to be determined by the Distribution Manager.
9. A maximum of 30 minutes unloading time after arrival at the job is provided. Extra time for special unloading requirements, waiting on the job, moving materials or other services performed will be billed at the hourly rate in accordance with the current rate schedule.
10. Materials will be positioned as close to the project as possible at the time of delivery.
11. For the purpose of safety, drivers are not allowed to place material on scaffolding or floors, into an excavated area they can not clearly see, over fences, walls, wire, or any other areas they determine to be unsafe.

SCHEDULING

1. Deliveries are scheduled only **AFTER** an order has been placed and released to dispatch. We do not hold trucks for future orders.
2. Cash sale deliveries will be scheduled only **after full payment in advance** has been received. Drivers do not collect any method of payment.
3. Any changes to an original order may delay shipment of that order. No changes to an order can be made once the release has been dispatched to the driver for loading without incurring a handling charge !
4. Specific requests for equipment will try to be accommodated but can not be guaranteed.
NOTE: This may also cause delays in the scheduling of the delivery.
5. "Day One" for determining delivery standards, begins at 7:30 a.m. and ends at 4:00 p.m. Orders received after 4:00 p.m. are considered next day's business.
6. All deliveries are scheduled to arrive at the job site as early as 6:00 a.m. and as late as 7:00 p.m. Monday through Friday. There are no scheduled Saturday deliveries.
7. Any special requirements and/or directions should be discussed at the time the order is placed.
8. Full load releases will be scheduled in the morning. Partial and retail deliveries will most likely be scheduled in the afternoon or combined with other partials and may be delivered in the morning at the discretion of the dispatcher. Expedited delivery is offered when available, in accordance with the current rate schedule.
9. Commercial account customers will receive next day delivery in Cincinnati Zone 1 when the order is placed with customer service by 3:30 p.m. pending available trucks. All other non-Cincinnati Zone 1 deliveries will be shipped according to truck availability. Non-Cincinnati Zone 1 Hardscape orders must be placed by 12:00 noon if next day delivery is needed. (pending truck availability) Customer requesting a change to an order that is already staged or loaded for delivery will incur a handling fee determined by the Distribution Manager. All Non-Cincinnati Zone 1 deliveries should be placed at least two days before the material is needed. Reading Rock is not responsible for the acts of contracted outside carriers and delivery times are approximate and cannot be guaranteed.
10. Requests for material and/or pallet "pick ups" will be scheduled in 5 days or less, weather permitting. "Expedited" pick up requests will be charged at the current rate.

DELIVERY

Due to the many variables associated with deliveries, all delivery dates and times stated by Reading Rock are **approximate** dates and times only and estimated in good faith to the best of Reading Rock's ability. Time shall not be deemed to be of the essence in making delivery under an order unless specifically agreed to in writing by Reading Rock. Reading Rock shall not be liable for any failure to perform or for any delay in the delivery or shipment of products, or for any damages or costs of any kind or nature suffered by customer due to such failure or delay, when it is directly or indirectly caused by acts of God, acts of customer, war, riots, fires, explosions, floods, strikes, lockouts, injunctions, accidents, weather, traffic, government interference, failure in production or production equipment, inability to obtain adequate fuel or power, shortage of raw materials, common carriers available for hire, labor or storage facilities, independent acts of any common carrier, (including Ryder Logistics) or any other cause or causes beyond the reasonable control of Reading Rock.

TITLE AND LIEN RIGHTS

The goods will remain personal property regardless of how they are affixed to customer's real property and Reading Rock reserves a purchase money security interest in the goods until the purchase price has been fully paid. Customer agrees to execute, and hereby appoints Reading Rock as its attorney-in-fact to execute on customer's behalf, any documents requested by Reading Rock which is necessary for attachment and perfection of its security interest. If customer defaults, Reading Rock will have all the rights of a secured creditor under the Uniform Commercial Code as enacted in Ohio.

RETURNS/SPECIAL ORDER POLICY

Due to natural variations inherent in our products, it is essential you look at more than one piece to see the range of color, shading, and texture. Selections should be made from a representative sampling, and when possible, from an existing project. Once products are installed, we can no longer be responsible for selection. Before ordering, quantities should be checked against job site conditions. Factors out of our control that do affect materials required are: job conditions, weather conditions, workmanship, plan changes, job site theft, and job site supervision.

We, therefore, can not guarantee any takeoffs due to the extreme number of variables outside of our control.

THE FOLLOWING ARE **NOT** RETURNABLE FOR CREDIT:

1. All bag goods including mortar, cement, and sand
2. Special order/non-stock items
3. Chemicals, powders, cleaners, and sealers
4. All sale items, seconds, and overrun materials
5. Cut to length geogrid and filter fabric
6. **RESTACKED**, muddy, or damaged cubes of block, paver and retaining wall products.
7. **LESS THAN FULL CUBES** of paver products.
8. Items out of their original packaging as well as any material not on the Reading Rock stock list.
9. Unstenciled/unusable pallets; Europa, Nitterhouse and RockCast pallets.
10. Any material in unsellable condition as determined by yard/warehouse personnel
11. Cash sale material and pallet returns without an invoice copy

Due to the inherent nature of manufactured products such as block, pavers, and Allan Block, Reading Rock utilizes a 5% allowance for "chipped" and/or cracked materials. "Chipped" materials in quantities above 5% of the order will be exchanged at no charge and no credit will be issued. Full credit will be issued for materials deemed to be defective due to the manufacturing processes that are defective beyond the 5% allowance.

Due to multiple sizes typically used in most Europa walls and the additional sorting labor necessary, all undamaged Europa wall, cap, and corner pieces will be restocked at a 30%/\$30.00 minimum charge.

After inspection, all other stock block, hardscape, and resale will be accepted with a 20%/\$20.00 minimum re-stocking charge. A receipt dated within 60 days from purchase must accompany returns. A receipt dated within 30 days of last delivery must accompany returns for large commercial projects. Any cash refund over \$50.00 will be issued in the form of a check and mailed to the customer. For all account customers, any credit derived from the returning of material or pallets will be credited to the account unless approved by a Reading Rock manager.

A HANDLING AND DISPOSAL FEE WILL BE CHARGED ON ALL NONSTOCK, UNSELLABLE AND REFUSE MATERIALS RETURNED. COST TO BE DETERMINED BY THE DISTRIBUTION MANAGER.

Material/Pallet Pick Up Qualifications

1. Drivers will only pick up stenciled Reading Rock pallets.
 2. A prior request for material/pallet pick up must include the number of pallets or cubes to be picked up so that Reading Rock may have available space on the truck. If all the pallets/material requested for pick up do not fit on the truck, Reading Rock will return to pick up the balance at no charge to the customer.
 3. If requested by the customer, Reading Rock drivers will pick up for return any pallets or materials (according to the Return/Special Order Policy) while they are making a scheduled delivery to the same job site, at no charge, with the following stipulations:
 - a) The customer makes a request to the driver.
 - b) There is available space and weight allowance on the truck.
 - c) The truck is not scheduled for another pick up.
 - d) Pallets are properly stacked and accessible.
 - e) Materials are properly stacked on pallets and accessible.
- While making a scheduled delivery, if all the pallets/materials requested for return do not fit on the truck, the customer has the following options:
- a) Call customer service for a scheduled pick up and incurs a \$60.00 stop charge plus truck time.
 - b) Wait for the next scheduled delivery, at which time materials may be picked up at no charge with the above stipulations.
 - c) Call Customer Service for "Expedited Pick Up" at \$100.00 plus truck time.
4. Reading Rock trucks do not pick up the following:
 - a) Non-stock material
 - b) Special ordered materials, including all architectural (colored) block
 - c) **RESTACKED**, muddy, or mortar splattered cubes of material
 - d) Pallets of refuse
 - e) Material not purchased from Reading Rock

Any of the above materials, which are returned on a Reading Rock vehicle, will be taken directly to the dump and disposed of. No credit will be issued and the material will not be stored for future pick up or delivery. In addition, the

customer will be charged for hauling, yard time, and disposal of all materials. Cost to be determined by the Distribution Manager.

5. If a representative of the customer is not on site, all materials and/or pallets to be picked up by Reading Rock equipment are to be readily marked, stacked, and segregated from materials that are to remain on the job site. Reading Rock will not be responsible for picking up still needed materials otherwise.
6. Due to job site conditions, and weather conditions Reading Rock can not be responsible for breakage while trying to pick up materials requested by the customer. The driver will not clean up and no credit will be given. Any truck charges will apply.
7. Picked up material may be delivered to another jobsite in the same subdivision for a stop charge and any additional truck time. Material may be picked up and delivered to another jobsite outside of the subdivision according to the rate schedule.

Zone 1 Deliver Rates:

FULL LOADS

No Charge 9 pallet spaces or more per release: **DETERMINED BY COMPUTER CALCULATIONS**

LESS THAN FULL TRUCK LOAD (LTL)

\$60.00	7 or more pallet spaces to less than 9 pallet spaces
\$90.00	5 or more pallet spaces to less than 7 pallet spaces
\$120.00	3 or more pallet spaces to less than 5 pallet spaces
\$150.00	Customer refuses part of load or cuts back on quantity
\$150.00	Less than 3 pallet spaces
\$150.00	Load returned to Reading Rock facility; site inaccessible or unable to stockpile any zone charge applies.
\$100.00	Less than truckload expedited same day delivery pending equipment availability

Zone 1 Material/Pallet Pick Up Rates

Stop

Charge

\$0.00	Pick up when making delivery to same job
\$60.00	Pick up only within "5 Day" time frame
\$100.00	Pick up only on an "expedited" request
\$150.00	"Dry Run" material inaccessible due to job site conditions, material not ready for pick up, or material is less than full cubes and is not picked up.

ZONE CHARGES AND RATES

Zone 2 charge per load	\$55.00
Zone 3 charge per load	\$110.00
Zone 4 charge per load	\$150.00
Zone 5 charge per load	Quoted
Truck Time: Charged in 15 minute increments 1) Charged after 30 minutes on site. 2) Move material from job site to job site outside subdivision. Time starts when truck leaves previous job site to pick up material and stops when truck returns to Reading Rock.	\$90.00/hour
Stop Charge: Zone 1 Deliveries Zones 2-5 Deliveries	\$60.00 plus truck time \$100.00 plus truck time
The maximum number of stops allowed per non Zone 1 deliveries is three at \$100.00 per stop within a 30 mile radius from the first stop. If it is further than 30 miles, an additional charge of \$2.00 per mile will be added. When the truck arrives at the agreed time, a maximum time of 60 minutes is allocated for unloading per stop.	
Delivery beyond curb charge: Non-Account Customers	\$100.00

Only 1 zone charge per customer shipping multiple releases on the same truck to the same zip code. All other delivery / pick up charges apply.

ZIP CODES / ZONE CHARGES : Cincinnati Facility

Ohio

- ZONE 1 **450-** 01,02, 04, 05, 11, 12, 13, 14, 15, 18, 20, 23, 25, 26, 30, 32, 33, 34, 36, 39, 40, 41, 42, 43, 44, 50, 51, 52, 53, 54, 55, 56, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 73, 99
451- 02, 03, 06, 11, 22, 40, 45, 47, 50, 52, 57, 58, 60, 62, 63, 74, 76
452- All Except 75
453- 01, 05, 24, 27, 42, 43, 77
454- 00, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 39, 40, 41, 49, 53, 59, 75
- ZONE 2 **450-** 03, 70
451- 01, 07, 10, 12, 13, 14, 15, 18, 41, 42, 46, 48, 53, 54, 56, 77
453- 07, 11, 15, 20, 22, 25, 30, 38, 45, 70, 71, 78, 81, 84, 85
85

Call for quote if Zip Code is not listed.

Kentucky

- ZONE 1 **410-** 01, 05, 07, 09, 11, 14, 18, 30, 42, 48, 51, 52, 53, 59, 63, 71, 74, 75, 76, 80, 85, 91, 92, 94, 95
ZONE 2 **410-** 06, 33, 35, 95
ZONE 3 **410-** 03, 04, 08, 10, 40, 43, 45, 46, 54, 83, 86
ZONE 4 **410-** 02, 34, 44, 55, 56, 61, 62, 96, 98

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Indiana

- ZONE 1 **470-** 16, 22, 25, 35, 60
ZONE 2 **470-** 01, 10, 12, 31, 32, 39, 40, 41
473- 53
ZONE 3 **470-** 06, 11, 17, 18, 19, 20, 21, 24, 30, 33, 36, 37, 38, 42, 43
ZONE 4 **473-** 22, 25, 31, 57

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