

## CONDITIONS OF SALE

Please carefully read the following Conditions of Sale of the **L. Thorn Company, Inc.** (the "Company"). If you have any questions concerning these policies, please feel free to contact the Company at (812) 246-4461.

1. **PRICING:** Prices are effective at the time of delivery. Pricing is subject to change without notice.
2. **ESTIMATES:** Purchaser is responsible to check and verify all quantities. Material takeoffs are provided as estimates only and are not a guarantee.
3. **RETURN MATERIAL POLICY:** We are not responsible for overages of block, brick, stone or any other material, regardless of who estimated the job. We do not accept the return of mortar, stone or cut steel. We do not accept return of any non-stock materials. Materials which are not resalable such as covered with mud, mortar, chipped, broken or aged cannot be returned for credit. All stock materials returned are inspected for resaleability at the discretion of the Company. **Resaleable stock materials will be credited at the purchase price less a 30% restocking fee.**
4. **PALLET POLICY:** At the request of the customer, or by necessity, we will ship some materials on wooden pallets. The customer will be charged for these pallets and credited at a discounted rate. Not all pallets are returnable for credit. Only Company pallets that are in good and usable condition will be eligible for credit. The responsibility of the return is the customer's. Contact the nearest Company location for current pallet charges and credit process.
5. **MINIMUM CHARGE:** Minimum delivery charges may apply to orders less than a truckload. To find out if minimum charges apply, contact your nearest Company location.
6. **ADDITIONAL FREIGHT CHARGES OUT OF LOCAL AREA:** There will be freight charges assessed on deliveries made outside our local area. These charges are in addition to any Minimum Charges that may apply under #5 above. For specific freight rates and delivery zone information, please contact your nearest Company location.
7. **TRUCK AND MAN TIME:** Any time spent above and beyond normal delivery time will be charged at the then current hourly rate.
8. **DELIVERY ACCESS:** The Company requires proper access at the time of delivery. A charge will apply to all orders returned to our yard due to improper access for any reason beyond our control.
9. **DAMAGES:** The Company will not be responsible for damages to lawns, sidewalks, driveways or septic tanks where delivery is required or requested beyond the curb. It is the responsibility of the customer to properly identify underground utilities (i.e., tanks, lateral fields, etc.) to avoid damage from delivery.  
  
Purchaser assumes all responsibility for materials upon delivery. The Company is not responsible for lost, stolen or damaged material at the site.
10. **Material Condition:** Purchaser agrees to contact Company immediately upon taking possession of material with any quality concerns. Color variations can and will occur with all products made with natural materials. In all circumstances use constitutes acceptance.