

POLICY & TERMS

TERMS OF SALE:

- ◆ All sales are C.O.D. cash, or certified check for new accounts on initial orders.
- ◆ Company checks will only be accepted after your completed check acceptance form is processed and on file.
- ◆ Applications of credit will be considered only after a consistent history of C.O.D. purchases.
- ◆ Once a credit line is established, our standard terms are Net 30 days. Any purchase over the credit limit will be C.O.D.
- ◆ We also accept Visa/Mastercard for your convenience.
- ◆ 50% deposit required on all PVC and custom wood orders.
- ◆ There is a standard fee of \$25.00 for returned checks.
- ◆ Delivery is available for a charge of \$24.00 to our local delivery area. Deliveries to Rockland County, Staten Island, and New Jersey are \$44.00. Call for a quote for delivery to your area (if not mentioned).
- ◆ **Finance charges of 1 1/2% per month will be assessed on past due balances.**
- ◆ We will not ship if you have a past due balance, or your balance outstanding is over your credit limit.
- ◆ Orders on credit hold will not be scheduled, until your account is current.

QUOTATIONS:

Valid quotations must be obtained in writing and all quotations are good for ten (10) days, unless otherwise specified. Quotations will be given based upon the customer supplied breakdown of material. Wayside Fence Co. is happy to assist with quotations, but cannot be held responsible for acceptance or compliance with plans and specifications. Wayside Fence Co. does not assume any responsibility for the breakdown/list of materials.

SALES TAX:

Posted prices are subject to any and all taxes applicable. We do not accept tax resale certificates from contractors unless it is accompanied by a notarized letter stating that the company does not install fence. Sales tax will only be deducted if order is accompanied by a proper resale certificate. Resale certificates must be re-filed annually, and cannot be carried over from one year to the next. Contractors installing our product for a tax exempt entity must furnish Wayside Fence Co. with a "Contractor's Purchase Certificate" for each separate tax exempt project.

CANCELLATION POLICY:

Order cancellations will only be accepted by **FAX TO PETER'S ATTENTION** and must be received prior to manufacturing. Once your order has gone to production, it can no longer be cancelled and is yours.

SHORTAGE & DAMAGE CLAIMS:

It is the customer's responsibility to inspect all materials for shortage, damage and non-conformity immediately upon receipt. If there is an error in shipment, do not let our truck leave your yard. Call us at 631-968-6828 and we will try to resolve the issue immediately. If it is an error on our part, it will be corrected or replaced as soon as possible. All claims must be submitted in writing within 3 days of receipt of materials. For common carrier deliveries, please be sure to note any discrepancies on the carrier's bill of lading and notify us immediately.

DELIVERIES:

Customers who require delivery service **MUST** have sufficient personnel at delivery destination to unload their

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materials. Our drivers are there to assist with the unloading.

INSTALLATION INDEMNIFICATION:

Wayside Fence Co. is not responsible for the installation of materials sold. Customers, installers and end users shall indemnify and hold harmless Wayside Fence Co. from all claims, damages and losses arising from or related to the installation or use of the materials sold.

PRICING:

Listed pricing is subject to change without notification. Wayside Fence Co. is not responsible for typographical errors in this catalog. All prices are F.O.B. Bay Shore, NY, 11706.

CUSTOM WOOD ORDERS:

Custom wood orders are made from untreated lumber. There exists no warranty on untreated or treated wood. Wood is a natural product that may crack, split, warp, twist, rot, stain, etc. All custom orders placed with Wayside Fence Co. require a 50 % non-refundable deposit or complete pre-payment. Custom orders are non-cancelable and non-refundable. Customer are encouraged to fax all orders to Wayside Fence Co. for accurate processing.

Order cancellations will only be accepted by FAX and must be received prior to manufacturing. Once your order has gone to production, it can no longer be cancelled and is yours.

CUSTOM PVC ORDERS:

All custom orders placed with Wayside Fence Co. require a 50 % non-refundable deposit or complete pre-payment. Custom orders are non-cancelable and non-refundable. Customer are encouraged to fax all orders to Wayside Fence Co. for accurate processing. When ordering almond or gray color PVC, please note that Wayside Fence is not responsible for shade variations.

Order cancellations will only be accepted by FAX and must be received prior to manufacturing. Once your order has gone to production, it can no longer be cancelled and is yours.

RETURNS:

Prior authorization is required on all returns. All returned material must be accompanied by the original invoice on which the material was purchased. Material being returned is to be properly packaged and in the same condition as originally received. Wayside Fence Co. reserves the right to assess a restocking fee of 15% on all materials returned.

We do not accept returns on any PVC, Chainlink Vinyl Systems, Ornamental Aluminum, Slats or Custom Wood Products.

We are not responsible for orders that are not picked up or delivered after 30 days. All orders left after 30 days will be deemed void and any deposit will be forfeited.