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Block-Lite Co. Inc.

Customer Service Terms & Conditions



BLOCK-LITE

MASONRY & HARDSCAPE PRODUCTS FOREVER

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1.0 Mission

1.1 *Mission*

Block-Lite exists to equip our customers with high grade masonry and hardscape products, that are both durable and sustainable, along with the knowledge and resources to implement them. Our company strives to be efficient, organized, and innovative while providing quality and viable products. We do this in every effort to emphasize a family atmosphere in the masonry industry and as a company to invest in our staff, customers, and community.

2.0 Types of Customers

2.1 Contractors

To qualify as a Contractor: must have a valid contractor's license. Contractors have the option to set up a cash account or submit a credit application for a charge account. All contractors will be charged sales tax unless a current tax form is on file. All contractor customers in good standing may request and submit an endorsed local contractor to be placed on Block-Lite's website as an endorsed local contractor. As one of Block-Lite's most valued customers we are committed to providing you with the highest quality products and customer service in the industry.

2.2 Dealers

To qualify as a Dealer: must have a brick-and-mortar business location and valid resale certificate. Minimum annual purchasing volume must be met in order to maintain dealer status. Accounts are reviewed annually.

Dealer General Responsibilities

Dealer shall use its best efforts to promote the products and maximize the sale of the products in the Territory. Dealer shall also provide reasonable assistance to Block-Lite in promotional activities of Block-Lite with respect to the products. Dealer shall also provide reasonable "after sale" support to product purchasers and generally perform such sales related activities as are reasonable to promote the products and the goodwill of Block-Lite in the Territory.

Block-Lite General Responsibilities for Dealers

Block-Lite shall provide Dealer with marketing and technical information concerning the products, including samples, brochures, instructional materials, advertising literature, and other product data in the English language. Dealer shall be responsible for translating these materials to other languages, the costs related to translation and printing of the translated materials as a cost of doing business

Dealer Product Warranty

Any warranty for the products shall run directly from Dealer to the purchaser of the products. Pursuant to any such warranty, the purchaser shall contact Dealer directly to make arrangements for repair, return, or replacement of any allegedly defective products. Dealer shall have sole authority to deal with customers regarding any such warrantable repairs, returns, or replacement. Upon receipt of any such warrantable products, Dealer shall separately contact Block-Lite to arrange for return or credit for

these defective products. The decision for determination of defect and replacement or credit for these products shall be solely at Block-Lite's discretion.

Dealer Inventory Buy Back Policy

Any products that have been purchased by the Dealer for stock inventory items, and have not sold within 2 years from date of purchase, can be returned. Dealer shall pay a 25% restocking fee and will be responsible for freight and logistics expenses. Any products that have been damaged as a result of Dealer mishandling will not be eligible for buy back. It will be at Block-Lite's discretion to determine if any items are deemed unreturnable. Dealer must make every reasonable effort as described in their general responsibilities to promote and sell items prior to requesting buy back.

Dealer Displays

All displays will be sold at a 25% discount off Dealer pricing. No other discounts, rebates, or credits shall be given on displays. Block-Lite may physically inspect or require photographs of installed displays. In the event that displays are sold, no discounts will be given on replacement displays unless otherwise agreed upon. Dealers are responsible for keeping displays well-kept and maintained.

2.3 Homeowners

As a manufacturer one of the things that sets Block-Lite apart is our commitment to the local community to offer competitive products and service directly to the public. We pride ourselves in taking care of any project from a few simple blocks to large commercial developments. As a small-town local manufacturer, we strive to maintain a family atmosphere and take care of our local homeowners. We offer all the same products and services to our homeowner customer base as we do our contractors and dealers. We also offer Loyalty discounts for larger projects and returning customers. Block-Lite does offer a list of endorsed local contractors for any projects you don't feel comfortable taking on yourself. We are not a mediator in this relationship, we just provide referrals. Block-Lite does not provide any design, plan reading, or estimating services. We can answer any basic questions and provide simple material estimates when provided with basic dimensions and or square footage. We do not offer construction consulting, contracting services and or advice. As one of Block-Lite's most valued customers we are committed to providing you with the highest quality products and customer service in the industry.

3.0 Types of Service

3.1 *In-Person Visits*

Customers are always welcome. We are located at 3900 E. Industrial Dr. Flagstaff, AZ 86004. Our hours of operation are listed online as well as posted outside our front office. During business hours our sales staff are available to answer any questions about our products, provide pricing or formal quotes on material, show or provide material samples, and provide referrals for industry professionals. If you need to discuss a project that may involve special order material it is best to call ahead to schedule an appointment to meet with a sales representative.

If you have an account or billing related question to address it is best to call ahead and schedule an appointment with our finance department. If you need to simply pay a bill you can drop your payment off at the front counter, or after hours may drop payment in our secure mailbox in front of the sales office.

3.2 *Phone Calls*

Customers may contact us via phone during business hours. If you know the extension of the person you are looking for you may use that extension anytime. Credit card payments may be given over the phone. Customers may place orders, schedule deliveries, inquire about products and pricing via telephone. If you need assistance navigating our website, feel free to contact us for support. All of our phone calls may be recorded for quality and training purposes. If you call with no answer during business hours, please leave a message and our staff will call you back as soon as possible. Any sensitive or personal information regarding projects or other parties will not be discussed. We make it a point to be professional and considerate. Our customer privacy is a priority.

3.3 *Emails*

Customers may contact us at our general email that may be found on our website for any general questions or information. Each of our staff have email addresses where you can communicate with our team on any specific projects you may be working on. Block-Lite has a general policy to follow up within 24 business hours to any emails.

Customers are encouraged to provide us with an email. We can keep you up to date with any sales, events, or current news. As well as correspond with you on any active projects we may be working on together. We will not give your information to any other parties without your permission.

3.4 Faxes

Customers may contact or send us information via fax. This is not our company's preferred method of communication or information delivery. However, we do receive faxes.

3.5 Social Media

Customers are encouraged to stay connected with us via social media. Block-Lite is active on Facebook and Linked In. Stay connected and informed with events, sales, promotions, news, and more. We always love to hear our customers feedback or get updates on your active and finished projects.

3.6 Website

Our customers are encouraged to visit and take advantage of our website and the resources it provides. Most all of our products and their specifications may be found on our website. We also have installation guidelines and best practices for most all our products online. We have material estimating calculators, pictures for inspiration, blogs and articles, and so much more that will certainly assist in choosing the best products and solutions for your project demands.

We make it a priority to keep our website current and up to date. If you notice any discrepancies, we do appreciate the feedback, and apologize for any inaccuracies.

4.0 Service Policies

4.1 Returns

Product Returns

Customers have 90 calendar days to return material from the date on sales receipt.

All returns are subject to a 25% restocking fee.

To be eligible for a return, customers item(s) must be unused and in the same condition as received.

Items must be palletized in the same way they were received.

Customer must have a receipt or receipt number for proof of purchase.

Pallet Returns

Customers have 180 calendar days to return pallets for a pallet deposit refund. Check with our sales staff for current pallet deposit pricing and core charges. All pallet deposits will be considered forfeited after this time period

Customer must have a receipt or receipt number for proof of purchase.

Pallets must be returned to the sale yard and checked in by our yard personnel prior to receiving a refund.

Refunds

Upon receipt we will inspect all returned pallets or material and notify you when we have confirmed count and condition. We will immediately notify you on the status of your refund after inspecting the item(s)

Upon approval, we will initiate a refund via the original method of payment. If customers original method of payment was cash you will be refunded by check. In the event a customer no longer has the card used from the original purchase or the card has since expired the refund will have to be issued via check as well.

You will receive the credit within 2-7 business days, depending on your card issuer's policies. If a check is required for your refund, please allow 1-2 business days for processing.

Shipping/Freight

Customer will be responsible for paying any shipping costs for returning items, when shipping is necessary. Shipping/freight costs are nonrefundable.

The cost of freight will be deducted from the refund amount.

4.2 Company Credit

New Customer Charge Accounts

New Customer credit applications can be filled out and submitted online at <https://block-lite.com/application-for-charge-account/>. All submitted applications will be responded to within 5 business days. Upon approval you may submit a current IRS tax form 5000 for tax exemption. In order to receive a tax-exempt account customer must have a current tax form on file.

- Initial credit limit will be determined based on customer credit history and references
- Special orders on new accounts may require 50% down

Accounts under a year old or with a total purchase volume less than \$20,000 are considered New Accounts.

- Accounts will be eligible for credit limit increases every 3 months based on volume and payment history.
- Payment terms are net 30 days.
- Statements must be paid by the 10th of the following month in order to receive the discount.

Cash Accounts

Non charge account customers may choose and are encouraged to set up a cash account. Cash accounts allow customers to take advantage of loyalty and other discounts. This also allow us to keep customers up to date with any sales promotions or special events. Cash accounts are also eligible for tax exemption. Current tax form must be on file. See a Counter Sales representative to set up a cash account.

4.3 Late Payments

At the end of the month if a charge account has not been paid it is subject to a 1.5% finance charge. The finance charge will not be for less than \$1.50

Along with the finance charge, accounts that have not been paid within 60 days will be put on COD and may be subject to termination.

4.4 Price Levels

- **Loyalty**
 - Loyalty customers with cash account (valid email must be on file)
 - Orders over \$1000
 - Veterans with ID
 - Farm Bureau members with member card

- **Contractors (Credit Card)**
- **Contractors (Charge Account)**
- **Dealers (Charge Account)**

Discounts on charge accounts are only valid if paid by the 10th of the following month

No additional discounts will be given on any sale or special promotion items

Speak with your sales associate for more information on price levels and discounts percentages.

4.5 Warranties, Claims and Breakage

Limited Warranty

Block-Lite warrants that all products shall be merchantable quality when used or applied in accordance with the manufacturer's instructions. This product is not warranted as suitable for any purpose other than the general purpose for which it is intended. This warranty runs for one (1) year from the date the product was purchased. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED TO THE DURATION OF THIS WARRANTY. Liability under this warranty is limited to replacement of defective product or, at Block-Lite's option, refund of the purchase price. CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE NOT RECOVERABLE UNDER THIS WARRANTY.

Claims and Quality

Block-Lite products are guaranteed to conform only to the specifications currently published at time of shipment. Variations of color or shades of color are inherent in integrally colored concrete products. NO CLAIMS WILL BE ALLOWED FOR THESE VARIATIONS. Samples of masonry units as submitted are representatives of a type, color, shade, or texture; units subsequently furnished in a shipment may vary from the sample. Block-Lite will not be responsible for variations in color or texture due to conditions beyond our control. BLOCK-LITE WILL NOT BE LIABLE FOR AND WILL NOT RECOGNIZE ANY CLAIMS MADE AFTER THE START OF INSTALLATION. Shortages must be reported within 24 hours after delivery. Block-Lite does not obligate itself to furnish signed receipts for material delivered. Any charges incidental to inspection or test made by or in behalf of the Buyer to determine compliance with specifications, shall be paid by the Buyer. All product weights are established by Block-Lite and are subject to change without notice.

Breakage

Some breakage should be considered normal. For breakage in excess of 3% (which is included in the price) contact the Block-Lite office within 24 hours. It is the responsibility of the CUSTOMER to count the number of Masonry Units at the time of

delivery. A double check is made at our yard before delivery. Block-Lite shall not be liable for the theft or loss of Masonry Units after delivery.

4.6 Donation

As a part of fulfilling our mission statement Block-lite strives to give back to our staff and community. Please contact our office to be connected with our Sales and Marketing Officer for consideration for a donation or sponsorship.

4.7 Pallet Deposits

All pallets will be subject to a pallet deposit. Pallets returned to Block-Lite within 180 days and in good condition will be given credit. NO credit will be given on non-repairable pallets. Any pallet delivered in broken condition is to be noted by the customer on the delivery invoice. At the convenience of Block-Lite pallets will be picked up free of charge on a back haul if they are properly stacked and accessible to a fork lift. Please see section 4.1 Returns, for more information on pallets.

5.0 Service Items

5.2 Steel Cutting

Block-Lite offers steel cutting services on angle iron that is purchased from **Block-Lite ONLY**. If a customer needs more than 4 cuts at any given time you will need to put in the request with a sales representative and your order will be ready for pick up within 48 business hours. Sales staff will notify you as soon as your order is ready. All orders must be charged or paid for prior to cutting. There will be No refunds or returns on steel cutting services or material.

5.3 Rebar Cutting

Block-Lite does not offer rebar cutting services. However, we do have a rebar cutter available for customer use. Customers accept responsibility and use at their own risk. Block-Lite is not responsible for any injuries caused from improper use. Block-Lite is not responsible to replace damaged or improperly cut material.

5.4 Block Cutting

Block-Lite unfortunately no longer offers any block cutting services.

5.5 Product Wrapping

Block-Lite offers product wrapping. Customers need to request wrapping at point of purchase as we do charge for wrapping. If a customer has a large order needing to be wrapped, we ask that you set your order up as a will call to be prepared for you in advance to eliminate wait times in our loading area.

5.6 Shipping

Block-Lite offers delivery services on all our products. Customers may call or visit us to schedule a delivery. Deliveries are scheduled on a first come first serve basis. All orders must be finalized, placed, and charged by 10:00 a.m. the day prior to delivery. Any orders not placed and charged by this deadline will be canceled. Customers will be responsible to reschedule. Block-Lite cannot guarantee any change orders past this deadline. Product may be returned with the driver, however will be subject to a 25% restocking fee. Customers are allotted 1.5 hours of offloading time; a half hourly rate will be charged after this allotted unloading time. It is Block-Lite's Policy to give full discretion to our drivers to determine what is safe and unsafe while offloading and staging material on jobsites. Block-Lite strives to provide the customer with the best service possible while maintaining a safe working environment. Customers are responsible to contact us prior to delivery for any jobsites that may require inspection and or special arrangements to safely offload and stage Material. Customers will be

responsible for any delivery charges in the event drivers are unable to safely offload material.

6.0 Special Orders

6.1 Manufactured Orders

Block-Lite offers a large selection of special-order block. Customers are encouraged to speak with their sales representative for options and pricing.

Lead times

Lead times may vary depending on a variety of factors. Please contact a sales representative for current lead times and availability.

Set-up Charges

Special orders are subject to set up charges and batch minimums. Many factors are considered when determining set up and batch minimum charges. Contact a sales representative for pricing and availability.

Payment

- **Charge account customers** in good standing may submit special orders without deposit or payment. Signatures are required on all special orders for accountability, accuracy, and liability. New accounts may be required to pay a 50% deposit on special orders. Accounts will be charged as material is picked up or delivered. *See special order layaway and storage for more details on deadlines and restrictions.*
- **Cash customers** are required to prepay all special orders prior to production.

Layaway & Storage

Special orders must be picked up and paid in full within 12 months from order date. Any material not picked up within this timeline will be automatically charged to customer's account. Customers will be notified prior as a courtesy.

Customer options for manufactured special order material storage after 12-month deadline

1. Pay a storage fee of .10 cents per unit per month, not to exceed 12 months.
2. Make arrangements for material to be picked up or delivered within a 30-day grace period from 12-month deadline.
3. Release material to be placed in our sale yard for resale or donation.

Block-Lite is not responsible for tracking or notifying customers of any material that has been released to sale yard

6.2 Resale Special Orders

Block-Lite offers a large selection of special-order resale items. Customers are encouraged to speak with their sales representative for options and pricing.

Lead times

Lead times on special order resale items may vary depending on a variety of factors. Please contact a sales representative for current lead times and availability.

Minimum Orders & Freight

Special orders are subject to order minimums and or additional freight charges. Contact a sales representative for order minimums, pricing, and availability.

Payment

- **Charge account customers** in good standing may submit special orders without deposit or payment. Signatures are required on all special orders for accountability, accuracy, and liability. New accounts may be required to pay a 50% deposit on special orders. Accounts will be charged as material is picked up or delivered. *See special order layaway and storage for more details on deadlines and restrictions.*
- **Cash customers** are required to prepay all special orders prior to ordering.

Layaway & Storage

Special order resale items must be picked up and paid in full within 6 months from order date. Any material not picked up within this timeline will be automatically charged to customers account. Customers will be notified prior as a courtesy.

Customer options for special order resale product storage after 6 month deadline

1. Make arrangements for material to be picked up or delivered within a 30-day grace period from 6-month deadline
2. Release material to be placed in our sale yard for resale or donation.

Block-Lite is not responsible for tracking or notifying customers of any material that has been released to sale yard

6.3 Assembled Orders

Assembled items consist of items we stock that need to be assembled and packaged prior to pick-up or delivery.

Lead times

Block-Lite has a 5-day lead times on assembled orders.

Payment

All assembled orders must be paid or charged prior to assembly.

Unclaimed Orders

Assembled orders must be pick up within 30 business days from order date. Any orders not picked up within this timeline will be subject to a 25% restocking fee. Customers will be contacted prior to 30-day deadline as a courtesy and reminder.

6.4 Will Calls

Will calls consist of items we stock that need to be gathered, packaged, and staged prior to pick-up or delivery.

Lead times

Block-Lite has a 1-2 business day lead time on will call orders.

Payment

All will call orders must be paid or charged prior to processing.

Unclaimed Orders

Will call orders must be pick up within 15 business days from order date. Any orders not picked up within this timeline will be subject to a 25% restocking fee. Customers will be contacted prior to 15-day deadline as a courtesy reminder.

7.0 Closing Statement

Block-Lite values each of our customers, and is committed to serving you. We look forward to building our relationships with each of you, as we continue taking part in building our communities. We always appreciate customer feedback, good or bad as communication is key in building relationship, solving problems, and finding more efficient and sustainable solutions. We will work diligently to maintain our long-standing reputation for quality products and genuine customer service within the masonry and hardscape industry. Thank you for your loyal business and support.