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# **Block-Lite Co. Inc.**

## **Customer Service Terms & Conditions**



**BLOCK-LITE**  
MASONRY & HARDSCAPE PRODUCTS FOREVER

# Table of Contents

Table of Contents .....	2
1.0 Mission .....	3
1.1 Mission .....	3
2.0 Types of Customers .....	4
2.1 Contractors .....	4
2.2 Dealers .....	4
2.3 Homeowners .....	5
3.0 Types of Service.....	6
3.1 In-Person Visits .....	6
3.2 Phone Calls .....	6
3.3 Emails.....	6
3.4 Faxes.....	7
3.5 Social Media .....	7
3.6 Website.....	7
3.7 Messaging .....	7
4.0 Service Policies .....	10
4.1 Returns .....	10
4.2 Company Credit .....	11
4.3 Late Payments .....	12
4.4 Price Levels.....	12
4.5 Warranties, Claims and Breakage .....	13
4.6 Donation .....	13
4.7 Pallet Deposits .....	14
5.0 Service Items.....	14
5.2 Steel Cutting .....	14
5.3 Rebar Cutting .....	14
5.4 Block Cutting .....	14
5.5 Product Wrapping.....	15
5.6 Shipping.....	15
6.0 Special Orders.....	15
6.1 Manufactured Orders .....	15
6.2 Resale Special Orders .....	16
6.3 Assembled Orders.....	17
6.4 Will Calls.....	17
7.0 Closing Statement .....	18

## **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 provided 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 provided 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.

### **3.7 Messaging**

#### **Messaging Privacy Policy**

Block-Lite ("we," "us," "our") respects your privacy and is committed to protecting your personal information. This Privacy Policy explains how Block-Lite collects and uses information about you when you opt-in to receive SMS messages from us.

#### Information We Collect

When you opt-in to receive SMS messages, we collect:

- Your phone number
- Consent to send SMS messages
- Your basic contact information
- Your messaging history

#### How We Collect Your Information

We may collect your information directly from you, such as when you complete a form or contact us or automatically, such as when you interact with our website.

## How We Use Your Information

We use your information to:

- Send you the SMS messages you've opted in to receive
- Provide updates, promotions, or other relevant content based on your preferences
- Choices and Controls
- To operate our business

You can opt out of receiving SMS messages at any time by replying STOP to any message we send you.

## To Whom We Disclose Your Information

We are committed to protecting your privacy. Your personal information will not be disclosed, shared, or transferred to any external organizations under any circumstances. This includes affiliates, service providers, or any third parties, and applies even in the event of business transactions such as mergers, acquisitions, or sales. Your data will remain strictly within our organization at all times.

We do not share your personal information, phone number, or SMS consent opt-in data with third parties or affiliates for marketing or promotional purposes.

## Protection of Information

We take steps to protect your information against unauthorized use or disclosure.

To safeguard your information, we implement the following technical and organizational measures:

- **Data Encryption:** All personal data is encrypted during transmission and storage.
- **Access Controls:** Access to your data is strictly limited to authorized personnel only.
- **Regular Security Audits:** We conduct regular reviews and audits of our security practices to ensure ongoing protection.
- **Secure Infrastructure:** Our systems are protected by up-to-date security technologies and protocols.
- **Employee Training:** Staff members receive regular training on data protection and privacy best practices.

## Updates

We may periodically update this privacy policy. If we make material changes that have a substantive and adverse impact on your privacy, we will provide notice on this

website prior to the change becoming effective. We encourage you to periodically review this page for the latest information about our privacy practices.

#### How to Contact Us

You can reach us by texting the word HELP for support to (928) 526-1118. You may also contact us directly at [info@block-lite.com](mailto:info@block-lite.com).

#### **Messaging Terms**

By opting in to receive SMS messages from Block-Lite also known as Block-Lite Company, Inc. (“we,” “us,” “our”), you agree to these Terms and Conditions (Terms).

#### SMS Messaging Service

By providing my phone number, I consent to receive SMS text messages from Block-Lite for appointment reminders, and general two-way communication about all relative product information and delivery services. Message and Data Rates may apply.

#### Message Frequency

You will get more than one message from us unless you opt-out, and while messaging frequency varies, you will likely receive up to 4 messages per month. Block-Lite reserves the right to alter the frequency of messages at any time to increase or decrease the total number of messages. Block-Lite and carriers are not liable for delays or undelivered messages.

#### Message and Data Rates

Message and data rates may apply based on your mobile carrier’s terms.

#### Cancellation/Opt-Out Instructions

You can opt out of receiving SMS messages at any time by replying STOP to any message we send you. After you opt out of text messaging, you will receive one additional message confirming your request has been processed.

#### Help/Customer Support

Text the word HELP for support. You may also contact us directly at [info@block-lite.com](mailto:info@block-lite.com).

#### Liability

We are not responsible for any charges, errors, or delays in SMS delivery or undelivered messages caused by your carrier or third-party service providers.

## **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, customer 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 customer's original method of payment was cash. We can give cash back up to \$200, any cash refund exceeding this amount can 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 Terms 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 10<sup>th</sup> 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 other benefits such as; discounts, tax exemption, and store credit eligibility. *(see below for store credit terms)* Current tax form must be on file for tax exemption. Please contact a sales representative to set up a cash account.

#### **Block-Lite Store Credit Policy**

Store credit may be issued for:

- Returned pallets.
- Returned products that meet Block-Lite's return requirements.
- Other approved customer credits as determined by management.

Store credit will be issued as a credit balance associated with the customer's account.

#### **Use of Store Credit**

- Store credit may be applied toward the purchase of any Block-Lite product or service.
- Store credit has no minimum purchase requirement.
- Store credit is non-transferable unless otherwise approved by Block-Lite management.

## Expiration

- Store credit is valid for **one (1) year from the date of issuance**.
- Any unused store credit remaining after the expiration date may be forfeited unless otherwise approved by management.

## Cash Redemption Option

Customers may request that their available store credit be converted into a check prior to expiration.

## Check Request Terms

- Customers must submit a request for payment of available store credit.
- Checks will be issued within **seven (7) business days** of the request date.
- Check processing is typically completed on **Wednesdays**; however, processing schedules may vary due to holidays or operational requirements.

## **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 10<sup>th</sup> 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 INSTALLIATION. 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**

In order to be considered for a donation, applicants must fill out and submit a donation request form, located on our website. All requests will be responded to within 5

business days.

#### **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 offers block cutting services on block 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 a 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 block cutting services or material.

## **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 12:00 noon 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 sale 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.