

TERMS OF SALE

All orders, sales contracts, or shipments will be accepted and executed by CAROLINA LUMBER & SUPPLY CO. with the following TERMS and CONDITIONS:

1. TERMS: for credit sales, NET 25th OF MONTH FOLLOWING PURCHASE. If a discount is noted on the invoice and/or statement, payment by check or cash must be received by the 10th of the month following purchase in order to qualify for the listed discount; discounts are NOT available for payments made by debit or credit cards. FINANCE CHARGE applicable to previous month's unpaid balance will be applied by computing a PERIODIC RATE OF 1.5% per month, corresponding to an ANNUAL PERCENTAGE RATE OF 18%.

The buyer agrees that any SERVICE CHARGE computed will become part of his financial obligation to seller. If any account is referred to an attorney for collection, said account will be subject to a reasonable collection fee or attorney's fee, cost and SERVICE CHARGE as set forth above.

2. Delay in or failure to make deliveries (total or partial) due in whole or part to strikes, lockouts, labor troubles, fires, windstorms, floods, acts of God, inability to secure transportation, and/or any other causes beyond our control will not constitute a default.
3. Shipments shall be inspected upon receipt and if any errors or irregularities exist, they must be reported to us in writing before using the merchandise and within 5 days of receipt of goods, otherwise no claims or adjustments of any kinds will be recognized. We assume no responsibility in the use of the merchandise shipped and when placed in work constitutes acceptance by the customer. Shortages must be indicated on the driver's "SHIPPING SIGN AND RETURN" copy.
4. A restock/handling charge of up to 25% will be made on returned stock merchandise. No goods shall be returned to us without our consent, and any goods returned must be in new, saleable condition.

ALL SPECIAL ORDER items, including window units, pre-hung doors, and trusses are NOT RETURNABLE for credit, refund or exchange.

5. Any adjustment for defective material shall be made on the basis of repair or replacement of the material and no other basis. Carolina Lumber & Supply Co.'s liability for defective goods or materials or damaged goods or materials delivered hereunder shall be limited exclusively to the cost of repair or replacement of the defective or damaged goods or materials existing at the time of shipment. Seller is not responsible for any costs of consequential damages, incidental damages, property damage, labor costs, or other costs of loss or delay associated with any defective or damaged goods or materials. The FORGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY OTHER WARRANTY OF QUALITY, EXPRESS OR IMPLIED, AND INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. Buyer hereby acknowledges and agrees that there have been no representations, understandings or any other agreements whatsoever except that contained in this agreement.
6. The Purchaser is responsible for adequate access to delivery location and assumes liability for damage to property or equipment when trucks are required to leave highways or accepted streets.
7. Special Orders for credit customers may be billed to the customer at the earlier of receipt of goods by Carolina Lumber & Supply Co. or the customer, or when invoiced to Carolina Lumber & Supply Co.
8. Carolina Lumber & Supply Co. is not responsible for merchandise not claimed within 30 days of purchase.
9. ALL WOOD DOORS REQUIRE A MINIMUM OVERHANG OF 4 FEET, OR ANY WARRANTY IS VOIDED. Action on any claim for warp may be deferred for a period of up to twelve (12) months from the date of claim, in order to permit conditioning and equalizing to humidity and temperature conditions. Warp shall not be considered a defect unless it exceeds 1/4" in the plane of the door. The warranty against warp does not apply when doors are improperly hung. Unsatisfactory service or appearance caused by failure to provide adequate overhang and/or failure to finish the door properly and completely as specifically detailed in the manufacturer's guidelines, is not covered under warranty. Natural variations in the color or texture of wood are not considered defects. Doors that exceed 3'0" in width, 7'0" in height and/or 1 3/4" in thickness are not covered under warranty.
10. No. C.O.D.'s.
11. Customers are solely responsible for securing their own loads. Carolina Lumber & Supply co. will not be liable for any damage resulting from improperly loaded vehicles.
12. Quoted pricing is valid for 30 days and only at the quantities for materials included in the quote.