



A Division of Tupelo Concrete Products, Inc.

# SALES ORDER

120 Industrial Road North, Tupelo, MS 38801  
(662) 842-7811 Fax (662) 842-7814

Date:

Anticipated Manufacture Date:

Bill To  
Name:

Ship To Address:

Address:

Tax Exempt:

City :

Contact:

State:

Zip:

Phone/Fax:

Quantity	Item Number	Color	Product Description	Unit Price

## Terms and Conditions: (revised 5/1/2014)

1. All material is special order. Purchaser agrees to pay for all material covered under this sales contract. The final date of manufacture will be determined when this Sales Order is returned to our office and is signed by all parties. DecraStone will take a minimum of 4 weeks to manufacture and to have available for delivery from the date of Sales Order acceptance. This sales contract represents an order for a product or products specially manufactured in bulk by seller for the buyer. These products are not marketable to other buyers in the course of the seller's business. Unused materials may not be returned for credit.
2. Payment terms for all products on this sales order is **NET 30** days from invoice date. Billing for stored materials is required If delivery of all produced DecraStone cannot be taken on the job within 30 days of manufacture. To the extent that payment is not received within 30 days of invoicing, Purchaser is liable for all reasonable attorney's fees, costs and interest (10% per annum) resultant from collection efforts to recover outstanding payments. Purchaser understands and agrees to timely pay for all materials ordered, delivered and accepted, regardless of whether Purchaser has been paid yet for work relating to the purchased materials. Purchaser's obligation to pay is independent of its receipt of payment.
3. Determination of quantities is the sole responsibility of the purchaser. Estimates by the purchaser must be exact with allowances for waste, cuts, and breakage. If the quantity is insufficient for job requirements, seller will not make a new production run of these items without a new quotation and signed sales order. Time delays and color variations may occur if additional quantities are required.
4. Pricing is based on full truckload quantities. Less than full truck shipments are subject to additional freight charges.
5. Claims for shortages, damaged block or products delivered by seller's trucks must be made by notation on delivery ticket or to the Sellers office no later than 5 working days after delivery. No credit will be issued for damaged masonry units unless returned to seller.
6. Limitation of liability: Seller's responsibility is limited to replacement of unused, defective material. No claims will be allowed unless presented within 5 days from receipt of material & material is held unused for seller's inspection. No claims will be considered for time delays.
7. Taxes: Unless specifically stated, prices do not include any Federal, State, or Local taxes. Such taxes will be added unless properly completed exemption certificates are submitted and approved by our office. Taxing exemptions and taxing authorities should clearly be stated by the purchaser with the submission of this Sales Order.
8. DecraStone products are made with the highest quality raw materials and technically capable equipment; however, the buyer may experience some color variations within this order. Every effort has been taken to minimize these variations. Because of the inexact color changes caused by the use of natural stones, sands, and aggregates used in the production of cement and pigments, the same production run may have some variance in color, shade, or hue of the product.
9. Follow manufacturers literature, cautionary labeling, and cleaning instructions to insure a satisfactory appearing and functioning project.

Signed – Tupelo Concrete Products, Inc.

Date

Purchaser-accepts all the above Terms and Conditions

Date