

Terms & Conditions of Sale & Customs Orders

1. Pricing of product and freight are subject to change.
2. All Custom Order items must be signed off by the customer prior to production commencing.
3. Cancellation of Custom Orders will not be accepted after production has been started.
4. All custom poured concrete products will be invoiced as soon as the product passes Diamond's QC process. The only exception to this invoicing policy is if the product will be shipped to the customer within one week from when the QC is completed.
5. For customers not requiring the completed product within a week, the customer can either (i) pick up or have the product delivered at the customer's expense, or (ii) pay a daily storage fee to Diamond Precast in the amount of \$50 per day.
6. Where a customer has ordered a custom made concrete product and subsequently determines that the product no longer meets their specifications, the customer is still obligated to pay for the product and can either (i) ship the product to their location at the customer's expense or (ii) have Diamond dispose of the product at the customer's expense.
7. Under no circumstances will custom ordered concrete products be returned. Where a custom ordered product is shipped back to Diamond Precast, the customer will either (i) pick up or have the product delivered to their yard, or (ii) have Diamond dispose of the product at the customer's expense.
8. Diamond Precast has the right to use customer information for marketing purposes.
9. FOB jobsite if complete package given to DPCL and product taken as full truck loads only.
10. Delivery includes BLVD drop at grade, product placement by others.

**** Effective December 15, 2019 Diamond Precast Concrete's policy on Freight charges has changed to the following:**

All "third party freight" arranged by Diamond dispatch will incur a deposit fee of \$500, once the freight bill is received, the deposit will be refunded.

The freight charges will be billed at cost plus an additional \$100 for administration fees.

Should the Customer not want to pay the higher costs, they have the option of the following:

1. Pick up the order from Diamond Precast
2. Arrange their own courier to pick up the order or provide their preferred courier and account information and we can arrange.
3. Have the order sent collect with the charges billed directly to the Customer.

Warranty, disclaimer limitations on liability:

Unless otherwise agreed to in writing by both parties, Seller warrants only that, for a period of one (1) year after installation, Seller products or materials sold hereunder shall be free from material defects in workmanship. Any failure by Applicant to timely pay any or all amounts due hereunder shall automatically void this express warranty made by Seller. No agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerning any products or materials sold to Applicant, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized Seller representation. The description of the goods contained herein is the sole basis for the agreement, and no statements or representations other than those embodied herein have been made or relied upon.

Except as expressly provided herein, Seller does not make and specifically excludes and disclaims all other warranties, whether express, implied, or arising by trade usage or course of dealing, including without limitation, any and all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any implied indemnities. In no event will Seller be liable for any indirect, consequential, special, punitive or incidental damages (including but not limited to damages for lost profits, business interruption, and loss of business information) arising out of the use, inability to use or failure of any materials or products sold hereunder, even if Seller has been advised of the possibility of such damages. Any defects caused by improper use, design, installation or maintenance voids any and all warranties expressed or implied, and which otherwise apply. It is agreed that Seller shall not be responsible for any damages which exceed the invoice price of any materials which are determined to be defective or non-conforming.