

Terms and Condition of Sale

Prices are subject to change without notice.

- 1. All orders are subject to HST and/or other applicable taxes.
- 2. Hard-Co is not responsible for errors made in calculations for material based on the measurements provided by the Purchaser. Please review all calculations made by our staff before placing your order.
- 3. All products are subject to availability.
- 4. Items delivered on a skid will be subject to a skid deposit. This deposit will be refunded when the skid is returned to our yard by the purchaser, in an acceptable condition, by December 15th of that year and accompanied by Bill of Sale.
- 5. Terms are COD unless otherwise arranged. Account terms are subject to credit approval. Terms are Net 30 Days, 2% interest per month (24% per annum) plus all legal and administrative costs will be charged on overdue accounts.
- 6. We do not accept cheques for cash sales.
- 7. In the case of default of the Purchaser, Hard-Co may at any time, without notice, enter upon the premises where the goods are located, take possession of, and remove them.
- 8. Sales are made in accordance with Hard-Co's samples which the Purchaser has seen and approved. No guarantee of exact colour shade is made or implied. It is the responsibility of the Purchaser to inspect all materials before installation to ensure correct colour and type was delivered. It is recommended that when installing, you work from two or more bundles at a time in order to decrease colour variances.
- 9. Hard-Co is not responsible for manufacturing imperfections, issues with dye lots, variations in colour, texture or sizing, poor packaging or efflorescence in stone.
- 10. Any shortages or damaged product must be reported within 24 hours of the delivery time. If no claim is made within this time frame the order delivered will be considered accurate.
- 11. Use of any materials by or on behalf of the Purchaser shall be deemed to constitute acceptance of the materials by the Purchaser.
- 12. All deliveries will be left at curb line unless otherwise directed by the Purchaser at which time responsibility of product and risk of damage will be transferred to Purchaser. Any load that has to be redelivered will be subject to an additional fee. The delivery driver has final say on where to place material being delivered, we do not place natural stone. Excessive delays incurred on a delivery will be billed to the Purchaser at \$110 per hour. We do not guarantee delivery times.

Refund Policy

Where Hard-Co agrees to accept the return of goods, the goods must be clean, undamaged, re-sellable and accompanied by the original Bill of Sale within 30 days of invoice date. Goods returned are subject to freight charges and a 20% administrative fee.

Return of Interlock:

Interlock will be returned ONLY the way it was sold to you. It must be clean, in its original packaging and condition and will be subject to 20% administration fee.

When Hard-Co agrees to return material, 50% Restocking Fee applies to interlock that has the <u>correct pieces</u> but is not returned in its original packaging, which includes:

- Sections of interlock that are no longer banded
- Full skids, layers and sections that have been re-stacked

Please Note: Returns will not be given to interlock that has been installed, cut, glued, chipped, scratched, discolored or are unclean.

No Returns or Refunds of the following:

- Bulk Aggregate, Decorative Stone or Salt
- Any Natural Stone
- Artificial Turf, Pond Liner or Sod
- Bulk Bags
- Non-Stocking or Special Orders

- Final Sale Items
- Opened or Used Product (or items that are not clean or have damaged packaging)
- Polymeric Sand or Concrete Mix (bags that have been damaged, have holes or are unusable)