

TERMS OF SALE

Deposit:

DeVinci requires a 50% material deposit before production begins. The outstanding balance for materials, including shipping charges are due prior to delivery. Any changes made after an order has been placed are subject to additional fees. Material pricing does not include loose anchors, patch kits and/or other specialty items not listed. If an order is canceled prior to production process it is subject to a 20% submittal fee. All returned checks are subject to a \$35.00 service fee. Acceptance of our proposal includes our right to photos representing the scope of our product for advertising. Any and all references made about the client or a specific address will be by an alternate written agreement.

Pricing:

All published prices are subject to change without notification. Product pricing does not include installation or shipping charges. Each proposal includes unit pricing, installation, and all applicable tax freight and shipping charges. DeVinci will deliver a proposal guaranteeing pricing for 30 calendar days.

The buyer shall make full payment for the goods including installation if you choose to have DeVinci's personnel install products. We require that payment be made prior to delivery.

Payments:

The following credit cards are accepted: American Express, MasterCard, Visa and Discovery. However, if paying by credit card, you will be asked to complete a credit card authorization form before processing the payment. We also accept cashier, personal and business checks. For specific volume purchases the establishment of a DeVinci account is required.

Finance Charges:

Past due accounts will be charged a finance charge at the greater of the periodic rate of one and one-half percent (1 ½%) per month, which is an annual percentage rate of 18%, or a periodic rate not to exceed the maximum rate allowed by state law.

Accounts:

To establish a volume account you will be required to complete a credit application. After the credit application and personal guarantee are signed and returned to DeVinci, we will acknowledge account approval by letter and/or fax transmittal.

Shop Drawings:

Shop drawings shall be initiated only after the proposal has been agreed upon and signed by the client. The completions of the drawings are contingent upon receiving accurate and timely information from the client. All precast items are made according to approved shop drawings. Your careful review of these drawings are a must. All changes to approved drawings will be an additional cost.

Production Time:

Prior to fabrication, a contract must be fully executed and down payment received. When ordering you will need to allow a minimum of 6 to 8 weeks for delivery after approval of the shop drawings and color selection. Color selection must be in writing and noted by the code number on the samples provided. Custom orders will be longer and lead times are estimates only.

Scheduling is a very important part of every project. We intend to fulfill every requirement of our customers. Prompt attention to all correspondence is the best way to avoid scheduling problems. Orders are processed in the sequence they are received. With this in mind, we suggest orders be placed well in advance.

4520 s. MacArthur Boulevard
Oklahoma City Oklahoma 73179
Phone: 405.680.5600
Fax: 405.680.5614
www.devincicaststone.com



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Holding:

If you are unable to accept delivery upon the manufactured completion date, DeVinci will hold your order for up to four weeks provided that the balance is paid in full. DeVinci will bill 100% percent of the contract amount, to be paid within fifteen (15) days of invoice.

Installation:

Available within the State of Oklahoma and subject to our standard installation procedure.

Shipping with DeVinci's Trucking:

Delivery dates can be change daily with the signing of new projects. Please schedule your project as soon as possible to obtain the delivery date you require. Each proposal will have a cost per delivery and the number of trips quoted to ship your order. If customer requests an early delivery of partial orders, the extra charge will be billed at the noted cost per each delivery.

Shipments/Handling and Charges (for orders requiring common carrier delivery):

All orders are produced and shipped from our plant in Oklahoma City, OK. The customer is responsible for all freight charges.

It is required that all shipping and handling charges be prepaid. Shipping charges will include insurance coverage for the amount of the order. Claims for lost or damaged material in transit must be filed directly with the freight carrier. All shipments are packed on wooden pallets and secured with styrofoam and plastic wrap to avoid damage. Extra crating may be required on some items and these costs will be quoted in advance.

Delivery Note:

When shipping by common carrier the truck driver will not take your crate off the truck for you. We always request a lift gate, however this is not always possible. Please have two or three men available to unload from the truck driver's tailgate. Please furnish us a fax number to which the Bill of Lading can be sent to help control delivery at your end.

Damage in shipment:

All claims on apparent or concealed shipping damage must be reported in writing immediately to DeVinci. Save all broken stone and all packaging material. Please note that photographs of damage may be required after proper notification. Damage must be reported within seven days of delivery. DeVinci will replace any broken stones at no charge to you, usually within ten days.

Colors:

Our standard colors are off-white & buff. We also have an old world travertine finish. Cast stone will have naturally occurring variations in color, formation and matrix inherent with any natural product. As it is with art and nature, subtle variations in material enhance the beauty of our creation. Please consult your design professional or contractor for guidelines on what are acceptable variances in finish.

Warranty:

All products are warranted to be free of any major design flaws and material defects for a period of one year from the date of delivery. Please note that material defects are excluding natural color variation typically inherent in the production of cast stone. Any defective product will be replaced.

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