



Terms and Conditions – ACW Holdings Corp. DBA ACW Supply / American Clay Works & Supply Company – April, 2022

Responsibility of Use:

ACW Holdings Corp. is a distributor of product. Being that we are a supplier of product we encourage customers to consult agronomists, construction contractors and other suitable professionals when considering the use or application of products we provide. Within reason, upon an instance of defect, ACW Holdings Corp. will assist the customer with contact information and warranty processes, when applicable, for purchased product. By purchasing product from us you are in no way holding ACW Holdings Corp. liable for damage to material, crops, persons or other property because of use of these products. We encourage all customers to adhere to directions and recommendations of the products' manufacturers as not doing so will many times void warranties provided by the manufacturers.

Shipping:

ACW Holdings Corp. has no control over freight costs, surcharges, freight damages or delays. We will assist customers in tracking shipments and advise best practices when product is received damaged or only in part, but freight companies' actions are the responsibility of the freight company alone. We are happy to assist customers in filing of claims for their damaged products or enabling contact with manufacturers to help with these claims if the product was shipped directly from a manufacturer. If there is loss or damage to a shipment this typically must be noted on the Bill of Lading or other shipping documentation the carrier requires to be signed to release the product to the customer. If a customer signs a line stating the product was received complete and in good condition, any damage or shortage then becomes the responsibility of the customer, not the freight line. Please be careful when inspecting incoming shipments. Unfortunately, freight in North America (as well as World International Shipping) has become very expensive while service levels have decreased. The lack of employees working in the freight industry has affected the freight companies to a degree that they rarely promise delivery timing. Instead, they typically will provide an estimated arrival. We find that in less populated areas these times can become extensive. This is outside of the ability of ACW Holdings Corp. to change. We do our best to find the best carriers with the best pricing to get items to customers. We package all our products professionally, so upon receipt if there is obvious shifting or disassembly of our packed pallets or boxes this is typically done while in transit because of some problem with the carrier either on their truck or at their service terminals. If there is any obvious issue with packaging, we ask that you are more diligent in finding "hidden damage" or missing product before receipt. If there is damage or loss, be as specific as possible in noting this on the driver paperwork. If accessorial charges are back charged to ACW Holdings Corp. these will be billed to the customer after receipt of the bill. This generally comes up when a customer is in a Rural Area with limited Delivery Access, or if a Lift Gate is required but this was not noted to ACW Holdings Corp. prior to the shipment. It is the customer's responsibility to cover these charges. ACW Holdings Corp. can attempt to provide freight quotations to customer, but these are typically estimates. Freight costs can change in days, so if the end billing is different from the quoted freight estimate the customer is responsible for the freight that is billed on the invoice, and any future amended charges that are billed to ACW Holdings Corp. later concerning the shipment.

Returns and Restocking Charge:

ACW Holdings Corp. will allow for returns of certain product within 30 days of purchase, if it is a common stock product, and it is returned in resalable condition (the same condition in which it left our warehouse – new in box condition) and there is a valid reason for the return (which does not include buyer's remorse). Accepted returns will be subject to a minimum 25% restocking charge. Polycarbonate panels cut at ACW Holdings Corp. require a minimum 40% restocking charge to cover the labor and remnants of the returned product, and will only be considered if the cut size is a panel size we could sell to another customer within 3 months based on multiple past product sales. ACW Holdings Corp has the right to refuse any return. Occasionally special-order product can be returned, if ACW Holdings Corp. can return the product to the manufacturer. Restocking charges will vary by manufacturer and would be determined on a case-by-case basis if the option is available. ACW Holdings Corp. will not accept returns on used product. ACW Holdings Corp. will not accept returns on Fertilizers, Chemicals or any other product in which storage conditions or tampering could change the packaged

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product. Shipping charges will not be refunded, and if there is shipping involved with the return of the product, this will need be covered by the customer.

Manufacturer Warranties:

ACW Holdings Corp. will attempt to assist customers with warranty issues with product purchased through ACW Holdings Corp. only. Please review specific warranty information, time frames and conditions that are required to enable these warranties. Customer's misuse of product is not covered by warranty. Breakage by employees, freight companies, contractors, etc. also is not covered in manufacturers' warranties. Acts of God typically indemnify a company of warranty responsibility unless strictly stated in a warranty (a good example of this is hail warranties with polycarbonate. Polyethylene Film, though, is only warrantied for UV Treatment (typically 3-4 years for 6mil covering to protect from UV breakdown) and manufacturer defect; not from wind, chemical damage, installation issues or other problems that might arise because of the limitations of the product itself). Ancillary damage and installation costs are also typically outside of the responsibilities stated by most product manufacturer warranties. Please become familiar with the warranties provided by manufacturers prior to purchase of materials to ensure you are comfortable with stated limitations.

Delivery Information:

Deliveries on our truck and within our route as described in this section (5 miles on either side of I-25, or within that range of other cities we service including Brighton and Greeley) require a minimum of \$750.00 worth of product to justify delivery. Some products are expensive and small, so we will use our best judgement in what we might ship via UPS versus put on our truck. We reserve the right to change this amount at any time. We will always try to accommodate customers within reason with respect to delivery time and cost. Please understand that our delivery charge does not cover our expenses for delivery, it is only supplemental to help offset the cost. A delivery charge of \$55.00 will be assessed for all deliveries from our warehouse to your business location. A business location would easily allow for our truck to enter, exit and park, and is a commercial business, not a retail store or home hobby greenhouse. There needs to be an accessible area in which the product can be off loaded. Unfortunately, because of the unreliability of product deliveries to us, we must assess this charge for all deliveries, even on backorders. You can always tell us to hold an order until it is complete to avoid multiple delivery charges, but this could delay orders significantly. This charge is for delivery areas between Ft. Collins to Pueblo (I-25 Corridor), as well as Boulder, Brighton, Lafayette, Loveland, Greeley and other locations in a reasonable +/- 5 miles distance from the main highway/route. If your postal address is in Boulder but your location is in the hills beyond the actual city of Boulder, for example, we will need to assess a higher delivery charge, or have another carrier deliver the load, in which you would be assessed this commercial charge. Residential deliveries will be charged \$150.00. Any delivery area must allow for a truck of our size and weight (26,000 lbs. GVW and over 13' high) to enter, exit and park in the area without disturbing trees or electrical lines and adhering to local signage and laws. Please keep in mind that we are not a "white glove delivery service". We will assist with placing the material on the ground beyond the end of our truck where we are able to park, or on the dock right behind our truck. It is not our driver's responsibility to haul product to a specific location any distance further from our truck or in an area that is difficult to unload. It is the customer's responsibility to offload product from our truck, but typically our driver will assist in this function if needed. If there is excessive time, labor, damage to our truck or equipment or any other charges incurred because of delivery, these charges will be billed to the customer. Charges for "Out of Area Deliveries", if we have the availability of our truck to accomplish this, would be determined on a case-by-case basis.

Payment Information:

ACW Holdings Corp. accepts cash, check, credit card and wire transfer for payment. All payments to new accounts, or those not approved for terms, are required to be paid upon delivery or prepaid in the case of direct shipping of product from a manufacturer or any special order. All accounts will be assessed a 2% per month charge for all overdue invoices. ACW Holdings Corp. reserves the right to use future payments to first be applied to these Service Charges before applying payment to other invoices due. Credit with ACW Holdings Corp. requires approval by ACW Holdings Corp. and an application for this credit is available. ACW Holdings Corp. does not have the responsibility to offer credit to any customer and can remove this privilege at any time. As of July 2022, a 2% charge will be assessed for all credit card payments for any invoice or group of invoices above \$2000.00, as well as any credit card payment used to clear a balance on account. We encourage the use of other means to make payment. Understand that this charge is less than we are charged for processing credit cards. This fee is assessed according to Colorado Law – CSR 5-2-212.

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