



- Sarasota Showroom, 343 Interstate Blvd., Sarasota, FL 34240
 - 7167 Interpace Road, West Palm Beach, FL 33407
 - 39 West Landstreet Road, Orlando FL 32824
 - 8910 N. 12th Street, Tampa, FL 33604
- (941) 377-9594
 - (800) 226-0004
 - (800) 226-9117
 - (800) 356-7283
- Fax (941) 377-9780
 - Fax (561) 844-4162
 - Fax (407) 851-9316
 - Fax (813) 933-4914

Master Order# _____ Available Date: _____

| | | | |
|---|----------------------------------|--|--------------|
| Sales Order Number (Customer P.O. number) | | Special Price Quote # (if applicable) | |
| Date | Estimated Date Material Required | <input type="checkbox"/> New Order <input type="checkbox"/> Change Order <input type="checkbox"/> Additional Order | |
| Customer's Phone | Customer's Fax | <input type="checkbox"/> Paver Systems Delivery <input type="checkbox"/> W/Moffet <input type="checkbox"/> Customer Pickup | |
| Customer Information: | | Jobsite Delivery Info: | |
| Customer Acct# | | | |
| Name | | Customer is contracted with: | |
| Address | | Homeowner/Owner Builder | |
| | | Subdivision | Lot Block |
| City/State/Zip | | Address | |
| Directions/Special Instructions: | | City/State/Zip/County | |
| | | General Contractor | |
| | | Municipal/Government Work | Yes No |
| | | If yes, provide: | |
| Site Contact Phone #: | Project # | P.O. # | |

| Materials: | | | | | |
|-----------------|-------|--------------|-------------------------------------|------------|--------------|
| Quantity/SQ.FT. | Units | No. of Cubes | Description - Shape/Color/Thickness | Unit Price | Total Amount |
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General Conditions

1. This Purchase Order is void at Paver Systems' option if a copy signed by Customer is not received by Paver Systems within thirty (30) days of the date written above.
2. Certain Products, Shapes, Colors & Amounts may require a set up charge, but not limited to \$750.00.
3. Customer is responsible for determining the quantity of product needed, including cuts and waste. In all events customer shall be liable, **and will be billed**, for all product ordered. Paver Systems does not refund for special orders. Customer should take care to order sufficient product under this Purchase Order since additional orders for non-stock colors or shapes will include the minimum set-up charge.
4. No product may be returned for refund, credit or otherwise without Paver Systems' prior written consent. Paver Systems may authorize refunds of the purchase price (excluding freight) less a restocking fee equal to 35% of the purchase price for unopened, undamaged cubes or packages of standard items; and Customer pays return freight.
5. Although the color pigments used in concrete products are of excellent quality and have excellent durability, color variations are inherent in the manufacturing process. Weather, wear patterns and sealants also can affect color. Customer acknowledges and agrees that Paver Systems is not liable for such variations. Color variations will occur between runs of solid colors.
6. Efflorescence results from the naturally occurring chemical reaction between the product and the air around it and cannot be controlled by Paver Systems. While efflorescence can affect the color and appearance of the product temporarily, it should wash off over time. Paver Systems is not responsible for variations in appearance due to efflorescence.
7. BY SIGNING THIS FORM OR ACCEPTING- SHIPMENT OF PRODUCT ON THIS PURCHASE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO ALL TERMS AND CONDITIONS ON THIS SIDE AND THE REVERSE SIDE OF THIS PURCHASE ORDER.

| | | |
|-----------------------|---|--|
| Sub Total | | |
| Freight | | |
| Sales Tax Rate | % | |
| Grand Total | | |

| | | | |
|----------------------------|------|------------------------------|------|
| Buyer Authorized Signature | Date | Paver Systems Representative | Date |
|----------------------------|------|------------------------------|------|

Customer (Please Print Name) _____

Additional Terms and Conditions of Sale

1. All handwritten and printed information contained on the front and back of this document form the complete Agreement, and there are no representations, warranties or conditions, expressed or implied, affecting this Agreement other than as expressed herein. This Agreement may be amended only in a writing signed by both parties.
2. Unless specifically noted otherwise, prices are F.O.B. Paver Systems' plant and do not include applicable federal, state and other taxes, all of which remain Customer's responsibility. Freight charges listed are estimates, and Paver Systems will pass onto Customer whatever freight charges actually apply at the time of shipment.
3. This Agreement shall be governed by the laws of the State of Florida and any dispute shall be tried only in the Court of competent jurisdiction in Palm Beach County, Florida. The Customer hereby waives the right to trial by jury.
4. No product may be returned for refund, credit or otherwise without Paver Systems' prior written consent. Paver Systems, at its sole and exclusive discretion, may authorize refunds of the purchase price (excluding freight) less a restocking fee equal to thirty five percent (35 %) of the purchase price for unopened, undamaged cubes or packages of standard items; and customer pays return freight.
5. Proper installation is important to the overall appearance of an interlocking concrete paver project. To avoid the appearance of large color variations, pavers must be installed randomly from several cubes at a time, working vertically through the cube instead of layer to layer. This will assure subtle blending of color variations between cubes.
6. Unless otherwise specified, on orders of non stock shapes and/or colors, Customer agrees to take delivery on total quantity ordered, with last delivery being within four months of initial order date. (Date Customer signs prior page is the "initial order date.")
7. The parties will establish a mutually agreeable delivery schedule for the products ordered. Paver Systems' regular business hours are Monday through Friday, 7 AM to 5 PM. An extra charge shall be assessed by Paver Systems for deliveries made on weekends, holidays or otherwise outside of Paver Systems' regular business hours. Instruction to start shipments must be given by Customer within one month of initial order and must permit completion of shipments within four months of initial order unless specially agreed otherwise in writing by Paver Systems. Shipments after four months from date of initial order are subject to percentage increases in price in accordance with percentage increases in Paver Systems' official price list (if any) that have occurred since the initial order date.
8. Customer shall be deemed to have accepted all products delivered unless Customer rejects such products in a writing delivered to Paver Systems within five (5) days after delivery. Rejected products shall be made available for inspection, if so requested by Paver Systems, before Customer may be entitled to any adjustment or credit.
9. If, upon delivery to the site specified by Customer, there is no employee of Customer authorized to accept delivery and sign a delivery document evidencing delivery of products under this Agreement, then Paver Systems may deposit the products at the site without obtaining a signed receipt therefor, and Customer agrees to be liable for payment of this invoice as if it were signed by an authorized employee of Customer.
10. The tractor trailers used for delivery are not equipped to enter sites that are not accessible by properly paved roads. All deliveries are made to curb line. Any deliveries made past the curb line are the complete responsibility and risk of Customer. Any resulting damages shall be Customer's responsibility, and Customer shall indemnify Paver Systems for same. Additional fees at Paver Systems' then standard rate, if the total waiting and unloading time exceeds one hour.
11. If delivery on wooden pallets is required by Customer, Customer will be charged for any damaged or unreturned pallets. Upon each delivery under this Agreement, Customer shall make all empty pallets available for Paver Systems to pick up at the delivery site, and Customer shall be responsible for all costs of returning any remaining pallets that are not available for pick up at the time of Paver Systems' last delivery under this Agreement.
12. All accounts are due net thirty (30) days from the invoice date. If the invoice is not paid in full on or before the due date, the Customer agrees to pay a late payment charge on the unpaid delinquent balance, including amounts postjudgment, which will prevail over the statutory rate, calculated at the rate of the lesser of: (a) one and one half percent (1 1/2%) per month, or (b) the highest rate allowed by law. If Customer shall fail to fulfill any of its obligations under this Agreement or should it be necessary for Paver Systems to place this account for collection, suit or other legal proceeding, the Customer agrees to pay all costs and expenses of collection, suit or other legal action, including reasonable attorney's fees in an amount not less than twenty five percent (25 %) of the total balance due from Customer, and if necessary appellate attorney's fees.
13. Risk of loss passes to Customer upon delivery, but all products remain the property of Paver Systems until final payment has been received.
14. All non account orders are to be paid by cash, certified check, approved credit card, or approved personal/business check and shall be paid in full prior to shipment of product by Paver Systems. All payments due Paver Systems from Customer are to be paid to Paver Systems at its place of business.
15. Paver Systems shall not be responsible for failure to make delivery when prevented by strikes or other labor troubles, by accidents, necessary repairs to equipment, by fire, floods, or adverse weather conditions, by inability to procure transportation, electric power, fuel or other operating materials for machinery, by government regulations, requirements or orders, by acts of public enemies, mobs or rioters, by acts of God, or by any cause or act beyond Paver Systems' control. Paver Systems reserves the right to refuse to make delivery when it believes delivery unsafe or impractical.
16. Products sold under this Agreement are manufactured in accordance with American Society for Testing and Materials ("ASTM") and American Association of State Highway and Transportation Officials ("AASHTO") specifications for concrete products, as applicable. Sampling and testing shall be in accordance with such applicable standards. Any charges incident to additional inspection or tests made by or on behalf of Customer to determine compliance with specification(s) shall be paid by Customer.
17. On default by Customer of any of the provisions of this Agreement, in addition to and without limiting its other rights and remedies, Paver Systems may select one or more of the following options: (i) refuse to perform further under this and any other existing agreement between the parties; (ii) rescind any agreements between the parties and hold Customer liable for all damages and losses occasioned thereby; or (iii) resell, at a public or private sale (as elected by Paver Systems), such undelivered products covered by this and any other existing agreement between the parties as Paver Systems may elect. Paver Systems shall not be liable to Customer for any excess revenues realized on any resale, but Customer shall remain liable to Paver Systems for any amount by which the resale price of the products is less than the sum of: the Agreement price of the products, all expenses and charges for account of Customer specified in this Agreement, and all expenses of storage and resale.
18. Original stone sizes are of metric size and design. All dimensions and weights are nominal and will vary within accepted standards for concrete products. Coverage quantities vary from shape to shape and are calculated on mold manufacturer's blueprints with an allowance for sand joints of 3mm. All U.S. measurements are soft converted from metric calculations.
19. No waiver of rights shall be implied by Paver Systems' failure to exercise any given right in one or more particular instances. Paver Systems' remedies under this Agreement are cumulative, and the election of one or more remedies shall not constitute a waiver of any other available remedy.
20. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be severable and enforceable to the extent permitted by law.
21. **PAVER SYSTEMS MUST BE GIVEN WRITTEN NOTICE, IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN FIVE (5) DAYS AFTER RECEIPT OF THE GOODS BY CUSTOMER. PAVER SYSTEMS MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS AND, IF REQUESTED BY PAVER SYSTEMS, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO PAVER SYSTEMS. FAILURE TO GIVE THE REQUIRED NOTICE WITHIN THE TIME PROVIDED OR FAILURE TO RETURN AN ALLEGEDLY DEFECTIVE GOOD TO PAVER SYSTEMS FOLLOWING PAVER SYSTEMS' REQUEST, CONSTITUTES A WAIVER OF A CLAIM FOR CREDIT OR REPLACEMENT.**
22. Warning. Sawing or grinding of concrete products may result in the release of dust particles which can cause minor eye or nose irritation. The use of a respirator and safety goggles is recommended if sawing or grinding.