

Account Terms:

For any purchases made "on account", payment is due thirty (30) days following the end of the month in which the materials were purchased. Past due invoices will be charged a one and one-half (1.5%) percent per month interest charge (annual rate of eighteen (18%) percent) on the unpaid balance each month. Customer agrees to pay all costs and expenses incurred by Drywall Center Inc. in the enforcement of any of the Company's rights cause by delinquent payment. Including but not limited to attorney's fees.

Payments made via credit card are subject to a 3% finance charge.

Check can be made payable to:

Drywall Center Inc.
PO Box 1395
South Glens Falls, NY 12803

Delivery Release:

Drywall Center Inc. (DWC) shall not be responsible for any delays in delivering or for any consequential or special damages. In addition to the foregoing, DWC shall not be liable for, without limitation, damage to driveways, sidewalks, walkways, lawns, sprinkler systems, garden, septic systems, drain fields, shrubbery, flower beds, and any other structure, buildings, or portions thereof, as a result of Sellers' delivery equipment. Except for DWC's gross negligence or willful misconduct, Buyer releases DWC from and assumes full responsibility for any damage, loss, or liability sustained to the Delivery Point and surrounding areas in connection delivery to or performance of an order at the Delivery Point. In the event a delivery can not be completed due to inadequate site access, Drywall Center Inc. may impose a fee of \$500 to bring material back to their facility. Buyer further agrees to indemnify and hold DWC harmless from all Claims concerning damage to Point and/or performance of the delivery at, on, in, to, or about the Delivery Point, except to the extent such Claims are directly attributable to or willful misconduct.

Site Access:

Buyer is responsible for all, if any, costs of any special permits that may be required to gain access to the site. This includes but is not limited to: street use/space permits, sidewalk use permits, blocking permits, as well as any fees/tickets that may be associated with the delivery. Any required permits are the responsibility of the authorized agent. In the event the delivery can not be completed due to inadequate site access, Drywall Center Inc. may impose a fee of \$500 to bring material back to their facility.

Returns:

Material will be accepted for return if they are unused, in resalable condition, and current production items, but in no event will goods be accepted for return on special orders. A 15% restocking charge will be made on all accepted returns, and an additional fee may be imposed for materials requiring site pick up.

All terms and conditions are subject to change at any time.