

# Zeager Surfacing Terms and Conditions

PA: 1-800-346-8524

KY: 1-800-296-9227

## A. General

1. Zeager does not give exclusive territory or other rights to the products or trade names of Zeager.
2. The dealer, customer, and end user agree not to use Zeager's products to intentionally or unintentionally violate any applicable local, state, national, or international law, standard, or guideline.

## B. Pricing

1. Prices are subject to change without notice.
2. All communications and transactions are in U.S. funds unless otherwise noted.

## C. Ordering

1. Zeager may assist, but it is not Zeager's responsibility, to calculate and order the correct quantity of product. If a bulk product is mechanically compacted, approximately 15% more material will be required.
2. Concerning orders, Zeager will communicate and handle transactions directly with the organization placing the order. Directions and delivery times are the only things Zeager will accept directly from a different organization (i.e. installer). All other changes and information must be given to Zeager by the organization placing the order.
3. All orders must be scheduled with Zeager, including orders picked up at Zeager's production facility.

## D. Shipping

1. Bulk product quantity is calculated unsettled and non-compacted when it is loaded at the production facility. Settling will occur during shipping. Compaction will occur during and after installation.
2. Each truck will deliver to one location. Some trucks can unload at more than one location if this request is made at the time the order is placed with Zeager. Deliveries that are made to more than one location are subject to an extra drop charge for each additional drop location and possibly a higher freight rate. The maximum is three drop-locations per truck. Zeager and the Zeager trucker are not responsible for the quantity of product unloaded at each drop location.
3. It is not Zeager's responsibility to ensure that the delivery location is suitable (i.e. hard surface, accessible to Zeager's truck, etc.) for Zeager's trucks to unload. Zeager normally delivers products on tractor-trailer trucks (18 wheelers). Liabilities arising from deliveries off hard surfaces are the responsibility of the person requesting that the delivery be made off the hard surface (i.e. asphalt and concrete).
4. If during delivery, Zeager's trucker causes damage to property, a description of the damages must be written on the shipping ticket and signed by the customer.

## E. Claims

1. Before the truck unloads and before signing the shipping ticket, quality should be checked by the person receiving the delivery. If quality is believed to not meet Zeager specifications, do not allow the truck to unload, contact Zeager immediately, and note problem on the shipping ticket. To support a quality claim, provide Zeager with pictures and samples within 10 days of receipt of product.
2. Quantity should be noted on the shipping ticket if different from amount shown on shipping ticket. Pictures and measurements taken before installation should be given to Zeager within 10 days of receipt of product to support quantity claim.
3. Claims will be handled in accordance with Zeager's current Conditional Limited Warranty.

We fully understand and accept the terms set forth above. The undersigned is an authorized representative of the organization purchasing product(s) from Zeager.

Company \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_