

By signing this your are agreeing to Hoke Building Supply terms listed below.
Non-Stock/ special order items are not returnable for a refund nor store credit.
The following terms and conditions govern the sales of The Seller, whether made pursuant to oral or written orders to its representatives or -Salesmen.

**HOKE BUILDING SUPPLY (HBS) TERMS AND CONDITIONS TO GOVERN
THIS INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO THE SALE AND PURCHASE OF THE
MERCHANDISE SPECIFIED HEREIN.**

If you are a contractor purchasing material for a customer by signing this you are stating that you have a Legal binding contract with your customer. If this debit is not paid within terms legal action will be taken against you and a lien place on job site. By signing a purchase order you acknowledge review of the order and agree all specifications are correct and understand that special orders are not returnable.

All charge account payments are due the 15th of the month you receive your statement. NO exceptions.
Terms: All accounts are due by the 15th of the month following purchase. 1½% late charge will be applied if not paid in full by the 30th. Returns must be made within 10 days and have receipt and be in resalable condition. 15% restock fee on all stock returns.
Non-stock items are not returnable. HBS does not accept responsibility for code compliance of any type. All projects should be reviewed by your building inspector. HBS does not guarantee quantities for project quotes or estimates

STORAGE FEES

All special order items need to be picked up or delivered to job site within 4 weeks of the complete order being delivered to HBS by the vendor. After the 4 week grace period 2% of the total cost of the order will be added to the order each month until the order is picked up or delivered.

TAXES

Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges which Seller may be required to pay or to collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the merchandise sold hereunder.

FORCE MAJEURE

Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this sale if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which the agreement is made; (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonably within Seller's control.

WARRANTY

Seller agrees that any merchandise delivered hereunder found to be defective in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by accepting this merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied.

Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in a combination with other products. No claims of any kind whatsoever, whether based on breach of warranty, the alleged negligence of seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver of buyer of all claims with respect to such merchandise.

STATE OF JURISDICTION

This sale shall be deemed to have been made in, and shall be construed in accordance with the laws of the State shown in Seller's address.

DELIVER AND ACCEPTANCE OF TITLE OF GOODS

Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. Claims for shortages, breakage or for any non conformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the Buyer at the time of delivery; otherwise, the Seller shall not be responsible for any such claims. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at Buyer's risk, and claims for loss or damage must be filed by the Buyer against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the Buyer at the Seller's loading dock. If, upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of material as listed on this invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefor, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer has previously instructed the Seller, in writing, not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer. Buyer agrees that Hoke Building Supply, Inc. or its employees will not and can not be liable for any injuries or damages to people, property, materials, or equipment while we are using the services of or renting their forklift and/or truck and operator.

FINANCE

Acceptance of materials by the Buyer indicates his agreement to pay the rate of late charge specified on the face hereof.

RESTOCKING CHARGE

All returned goods by Buyer must be accompanied by the Buyer's copy of original sales ticket. All returned goods are subject to a 15% handling charge. Non-Stock items are not returnable for a refund nor store credit.

SPECIAL ORDERS ARE NOT RETURNABLE for a refund or store credit.

ESTIMATE DISCLAIMER

This estimate is designed solely to provide the contractor/consumer with a rough estimate of the amount of material used in the given project. The material estimate will be based upon calculations or data provided by the contractor/customer and such estimate assumes, among other things, normal and typical building and construction techniques. The actual amount of material used may vary from the material estimate due to a number of factors. Consequently, no representation or warranty has been made that the actual amount of material used will not vary from the estimate.