



READING ROCK TERMS AND CONDITIONS OF SALE

PAYMENT TERMS

1. Payment for all purchases is due by the 30th day from the invoice date. Invoices not paid within 30 days are considered delinquent.
2. Cash discounts may be available based on some product purchases if payment is received by the 10th day of the invoice date. The cash discount available is provided at the bottom of each invoice. Cash discounts are only available if all prior period invoices have been paid in full. Only account invoices are eligible for a cash discount. There is no cash discount allowed on a cash account or cash sale invoice.
3. Monthly late charges of 1.5% will be applied to all accounts thirty (30) days or more past due.

ORDER ACCEPTANCE

1. All orders submitted by customers are subject to acceptance by Reading Rock and are not binding on Reading Rock unless and until so accepted. Acceptance of an order (the "Acknowledgment") constitutes a complete and binding agreement upon Reading Rock's Terms and Conditions of Sale. If these Terms and Conditions of Sale differ in any way from the terms and conditions of customer's order, the order will not be accepted unless customer assents to the Terms and Conditions of Sale set forth in an Acknowledgment, which will constitute the entire agreement between the parties. Assent will be deemed given unless customers objects in writing within five (5) days from the date of the Acknowledgment. No additions to or modifications of these Terms and Conditions will be effective unless made in writing and signed by both parties. Typographical or stenographic errors will be subject to correction.
2. Prices and freight in effect at time of delivery will apply and are subject to change without notice. We reserve the right to meet lower competitive prices and terms of sale. Trade discounts apply to jobs furnished in their entirety. Reading Rock cannot be responsible for material or pallets lost or stolen at the job site. Residential Account Customers with pricing terms will remain in place until notified. Once pricing changes have been made, all products must ship within sixty (60) days of that notice. If they are not shipped within such sixty (60) day period, they will be subject to the new pricing terms. Commercial Account Customers for Hardscapes and Block must ship products within sixty (60) days from receipt of an order. If they are not shipped within such sixty (60) day period, they will be subject to the new pricing terms.
3. All prices, quotations and deliveries are net and may be subject to Fuel Surcharges or Credits. Fuel cost adjustments will be made on the date of pick-up or delivery based on the diesel fuel prices published by the Department of Energy on such date.
4. Account customer's whose account is on COD or is inactive due to past credit problems are required to pay **LIST PRICE** as a cash sale transaction until such time that the account has been reestablished as being in good standing by the credit manager. Order will be subject to paid in full prior to shipment. Special order or non stock product will require a full payment prior to releasing the order to production or to the vendor. Special order material cannot be credited or returned after it is manufactured or delivered.
5. Account pending cash orders will be entered only after the customer has completed and submitted the necessary credit application forms and they have been forwarded to the appropriate manager for approval. All account pending master orders will be cancelled if the account has not been established within the stated guidelines.
6. Pallets: Products produced on pallets must be delivered on pallets. All pallets requiring a deposit will be 36x48 or 48x48 – some of which may be stenciled with a Reading Rock logo. Credit will only be given for stenciled/reusable pallets. We will not accept unstenciled/unusable pallets. Pallet Deposit: \$22.00; \$17.00 credit if customer returns pallets; \$15.00 credit if Reading Rock picks up and returns pallets, less any applicable truck charges. There is no charge for some cement or mortar pallets unless stacked on Reading Rock chargeable pallets. No credit is due if they are returned. The number of pallets picked up on site or returned to Reading Rock will be noted on the driver's ticket or the customer's loading list. However, the Reading Rock yard supervisor will determine the final number of pallets credited to the customer after inspection.
7. Hardscape Terms:
 - a. Distributors and Dealers are required to purchase all manufactured wall and paver products in full cube quantities except for ReCon, wall corner, cap pieces, accessories, or deliveries to a job site. If a broken pallet or cube is required, all pallet and cube breakdown charges will apply.

- b. On orders placed at a Regional Distribution Center (RDC) for manufactured product that is transferred to that facility, but is a non-stock item for that facility and is not picked up within two (2) weeks, a thirty percent (30%) (minimum \$50.00) restocking fee will be charged. Cash transactions for nonstock facility material must be paid in advance with a thirty percent (30%) (\$50.00 minimum) restock charge if the order is altered or cancelled after the material has been shipped to that facility.

8. RockCast Terms;
 - a. Distributors and Dealers are required to purchase all products according to the terms outlined on the RockCast pricing pages for standard items in the Ready Catalog. Orders for custom product or non-standard items are subject to terms outlined on the RockCast quotation.
 - b. Installers and Contractors are required to purchase all products according to the terms outlined on the RockCast quotation on a job-by-job basis.
 - c. Once a RockCast quotation or purchase order has been accepted, the pricing for the product will be protected up to three (3) months from the date of acceptance. If the product has not been manufactured and shipped within that three (3) month period, pricing for the product will be subject to the pricing at the time of shipment.
 - d. Delivery charges in effect at time of delivery will apply and are subject to change without notice. At any time, Fuel and other surcharges can be applied.

SPECIAL/NONSTOCK ORDERS

Non-Account Customers and Accounts not in good standing:

1. A signed quotation must be filled out completely with delivery date and all quantities, color, pricing, approved shop drawings (if applicable), delivery and freight charges. Production cannot be scheduled and a delivery date cannot be set until all required information has been provided.
2. Before an order for special/non-stock items will be processed, the entire payment, as well as any corresponding set up or freight charges on the order, must be received. An acknowledgment must be entered into the system. C.O.D. deliveries are not acceptable.
3. An order for special/non-stock items may not be cancelled once it is received by either the purchasing or manufacturing departments.
4. Nonstock/special order items manufactured by Reading Rock will be available for pick up or delivery as mutually agreed upon from receipt of full payment unless otherwise stated at the time of quotation. The customer is responsible for payment of any non-stock/special order materials that are manufactured and not utilized on the job as well as any mold charges or color setup charges. **PAYMENT IS NOT REFUNDABLE!**
5. Nonstock/special order items must start shipping within 14 – 21 calendar days of their manufacturing. If remaining product is not shipped within thirty (30) days from the expected ship date, the balance of material will be billed in full and payment will be due upon Reading Rock's standard terms. Material remaining after thirty (30) days will be subject to a \$50 per pallet, per month storage fee. After sixty (60) days from the date of the invoice, all outstanding invoices for materials will be considered past due and subject to finance charges. No shipments will be scheduled without these invoices having been paid in full. If materials are not picked-up or delivered within seventy-five (75) days from the date of the invoice, Reading Rock may, at its discretion, dispose of the materials and hold the customer responsible for the costs of such disposal in addition to all outstanding invoices, storage fees and monthly late charges.

Account Customers (in good standing):

1. A signed quotation must be filled out completely, with delivery date and all quantities, color, pricing, approved drawings (if applicable) and freight charges all included therein. Production cannot be scheduled and a delivery date cannot be set until all required information has been provided.
2. Before the order will be processed or put into the production schedule, an acknowledgment order with all required job information must be entered into the system. Information to process a Notice of Commencement ("N.O.C.") may be required for all projects sold directly to an installer or contractor.
3. The order may not be canceled once it is received by either the purchasing or manufacturing departments.
4. After the job is complete, any unused quantity of material will be invoiced. The customer will be notified that they have fourteen (14) days to pick up/deliver the material at which time it will be disposed of or put into available inventory for resale. Reading Rock cannot be responsible for materials that have not been picked up or delivered within the specified fourteen (14) day time frame.
5. Non-stock/special order hardscape and block products manufactured by Reading Rock will be available for pick up or delivery based on the mutually agreed upon delivery date from receipt of the signed order unless otherwise noted by Reading Rock at the time of quotation or at the time the order is placed. The customer is responsible for payment of any non-stock/special order materials that are manufactured and not utilized on the job as well as any mold and color change charges.

6. Non-stock/special order items must start shipping within 14 – 21 calendar days of their manufacturing. If remaining product is not shipped within thirty (30) days from the expected ship date, the balance of material will be billed in full and payment will be due upon Reading Rock's standard terms. Material remaining after thirty (30) days will be subject to a \$50 per pallet, per month storage fee. After thirty (30) days from the date of the invoice, all outstanding invoices for materials will be considered past due and subject to finance charges. No shipments will be scheduled without these invoices having been paid in full. If materials are not picked up or delivered within seventy-five (75) days from the date of the invoice, Reading Rock may, at its discretion, dispose of the materials and hold customer responsible for the costs of such disposal in addition to all outstanding invoices, storage fees and monthly late charges.

RETAINAGE

Without prior written authorization, Reading Rock does not allow for retainage on payment of invoices. All invoices are to be paid in full. Any disputes over pricing or problems with invoices will be handled on an individual basis and credit may be issued in the form of a credit invoice. Failure to keep your account current could jeopardize future deliveries.

APPLICABLE LAW

The laws of the State of Ohio shall govern the construction and interpretation of these Terms and Conditions. Any action brought pursuant to these Terms and Conditions must be brought and prosecuted as to all parties in, and each of the parties' consents to service of process, personal jurisdiction, and venue in, the state and federal courts located in Hamilton County, Ohio.

WARRANTY

READING ROCK WARRANTS TO THE CUSTOMER THAT THE GOODS FURNISHED UNDER THE AGREEMENT WILL CONFORM TO THE EXPRESS WRITTEN WARRANTY GIVEN BY READING ROCK TO THE CUSTOMER AND ATTACHED HERETO AS EXHIBITS A, B AND C. **NOTE: NON-RESIDENTIAL APPLICATIONS ARE WARRANTED TO FIVE YEARS UNDER EXHIBIT B.** THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND READING ROCK MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE GOODS SOLD FOR ANY PARTICULAR PURPOSE, PARTICULARLY AS TO RESULTS OBTAINABLE BY THE CUSTOMER, OR ITS CUSTOMERS OR ASSIGNS IN THE USE OF SUCH PRODUCTS. ANY SAMPLES PROVIDED ARE NOT TO BE CONSIDERED WARRANTIES OF GOODS. READING ROCK'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE GOODS, OR, AT READING ROCK'S OPTION, REFUND OF PART OR ALL OF THE PURCHASE PRICE OF ANY GOODS. READING ROCK CANNOT GUARANTEE THAT THE COLOR OF ANY REPLACEMENT GOODS WILL MATCH THE COLOR OF THE DEFECTIVE GOODS OR OF ORIGINAL GOODS WHICH ARE NOT REPLACED, AND REPLACEMENT LABOR IS NOT INCLUDED. READING ROCK WILL HAVE NO LIABILITY BEYOND THE PURCHASE PRICE NOR WILL READING ROCK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCURRED IN CONNECTION WITH THE PURCHASED GOODS. READING ROCK DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITY IN CONNECTION WITH THE GOODS PURCHASED UNDER THE AGREEMENT. NO CLAIMS OF DAMAGE OR SHORTAGE WILL BE CONSIDERED BY READING ROCK UNLESS NOTED UPON DELIVERY OR MADE WITHIN FORTY-EIGHT (48) HOURS AFTER RECEIPT OF SHIPMENT BY THE CUSTOMER AND ACCOMPANIED BY READING ROCK'S INVOICE AND/OR PRODUCTION NUMBER TAG INFORMATION. ALL PURCHASED PRODUCTS WILL HAVE A WARRANTY THAT MATCHES THAT SPECIFIC MANUFACTURER.

IF THERE IS CONCERN THAT ANY PRODUCT RECEIVED IS DEFECTIVE OR NOT IN COMPLIANCE WITH THE ORDER SPECIFICATIONS, DO NOT INSTALL IT. CONTACT A READING ROCK REPRESENTATIVE IMMEDIATELY TO RESOLVE ANY SUCH CONCERNS. ANY PRODUCT INSTALLED WILL BE DEEMED ACCEPTED BY CUSTOMER AND THERE WILL BE NO REFUNDS OR CREDITS MADE BY READING ROCK.

READING ROCK EXTENDS NO WARRANTY COVERAGE OF ANY TYPE WITH RESPECT TO (I) ANY PRODUCTS SOLD BY READING ROCK ON AN "AS IS" BASIS, SUCH AS "OVERRUNS", "SECONDS" AND "IRREGULARS", OR (II) ANY PRODUCTS SOLD BY READING ROCK BUT NOT MANUFACTURED BY READING ROCK. WITH RESPECT TO ANY PRODUCTS SOLD BY READING ROCK BUT NOT MANUFACTURED BY READING ROCK, CUSTOMERS SHOULD CONTACT THE MANUFACTURER OF THE PRODUCT FOR FURTHER INFORMATION REGARDING THE TERMS AND CONDITIONS OF THE PRODUCT'S WARRANTY, IF ANY. THAT MANUFACTURER'S WARRANTY AND TERMS WILL APPLY FOR PRODUCTS FOR WHICH THERE IS A WARRANTY. READING ROCK HEREBY ASSIGNS THE MANUFACTURER'S WARRANTY TO THE CUSTOMER TO THE FULLEST EXTENT POSSIBLE.

PURCHASE MONEY SECURITY INTEREST

To secure payment and performance of all obligations, any customer that receives an extension of credit from Reading Rock, whether or not pursuant to a duly completed credit application, hereby grants Reading Rock a continuing purchase money security interest in all goods purchased by such customer from Reading Rock, wherever sold, directly or indirectly, to or for the benefit of the customer by Reading Rock, wherever located, now owned and hereafter acquired, until invoices for those goods have been fully paid. If requested, the customer shall execute financing statements or other documents required to perfect such security interest. The customer will not subject the purchased goods ("Collateral") to any adverse encumbrance or lien, or sale or other transfer other than as approved in writing by Reading Rock. The goods will remain personal property regardless of how they are affixed to customer's real property and Reading Rock reserves a purchase money security interest in the goods until the purchase price has been fully paid. The customer agrees to execute, and hereby appoints Reading Rock as its attorney-in-fact to execute and file on customer's behalf, any documents requested by Reading Rock which is necessary for attachment and perfection of its security interest. If the customer defaults, Reading Rock will have all the rights of a secured creditor under the Uniform Commercial Code as enacted in Ohio.

DISTRIBUTION

1. Reading Rock cannot be responsible for material condition and/or quantity discrepancies if customer has verified and signed the loading list/bill of lading at time of delivery, or customer has no one on site, readily available, to sign the loading list/bill of lading. **Customer has forty-eight (48) hours from time of delivery to reasonably notify Reading Rock of any problems with a delivery by speaking personally to a customer service associate or project manager.** Messages left on voice mail will not be deemed notification.
2. Delivery charges are based on full truckload quantities, nine (9) pallet spaces or more per release, and shipped FOB Origin. Multiple releases by one customer on one truck, regardless if the truck is full (nine (9) pallet spaces or more) or not, shall be invoiced as separate LTL deliveries. Vans are not available and such requests cannot be accommodated. Periodically projects are quoted to be shipped direct from the site of origin and will be noted on the quotation as such. Unloading will then be required by the customer. Zone charges will apply for deliveries outside of the local region. Additional charges may be incurred if delivery requires extended time on jobsite.
3. At the time the order is released by the customer, it is assumed that both the job site is ready for materials and there is safe and proper unloading environment for our trucks and/or vehicles.
4. Reading Rock trucks will leave the public roadway and deliver in an accessible location. The material will be set with a moffett or "boomed" as far into the job site as possible and the following will apply:
 - a) Customer must sign the release at the bottom of the loading list/bill of lading with the understanding that if any damage to the property may occur, Reading Rock shall not be held responsible for any such damage.
 - b) If the driver determines, in the driver's sole opinion, that leaving the public roadway is unsafe, would cause excessive damage to the property, cause damage to neighboring property, put Reading Rock's equipment in danger, or cause Reading Rock equipment to get stuck, the driver will deliver material to the curb.
5. Reading Rock cannot be responsible for any mud that may be deposited on driveways, walkways, or roads.
6. Due to the obvious weight of equipment and product, Reading Rock cannot be responsible for ruts or damage to property.
7. It is the customer's responsibility to inform Reading Rock of the cancellation of any scheduled shipment due to weather or job site conditions. Failure to notify Reading Rock will result in delivery of material to the nearest accessible location on the job site or, at the request of the customer, the shipment shall be returned to a Reading Rock facility and the customer shall be assessed a minimum \$250.00 dry run charge. Orders must be cancelled by speaking personally to a customer service representative. Messages left on voice mail after regular business hours will not be deemed notification. In any case, the customer will be charged a handling fee if a load is held, cancelled, or changed once the truck has been loaded. Such fee shall be determined by Reading Rock's Distribution Manager in his or her sole discretion. Deliveries outside of the local region cannot be returned. Delays in unloading or the transfer of the material to another site will be subject to additional charges.
8. A maximum of thirty (30) minutes unloading time after arrival at the job site is provided by Reading Rock. Extra time for special unloading requirements, waiting on the job, moving materials or other services performed will be billed at the hourly rate in accordance with the current rate schedule.
9. Delivery timing is an estimate and not guaranteed. Reading Rock is not responsible for delays caused by weather, traffic or equipment issues.
10. Materials will be positioned as close to the job site as reasonably possible and safe at the time of delivery if the "delivery beyond curb" charge has been paid. Driver reserves the right to modify placement of materials if they deem conditions unsafe.
11. For the purpose of safety, drivers are not allowed to place material on scaffolding or floors, into an excavated area they cannot clearly see, over fences, walls, wire, or any other areas they determine to be unsafe in their sole discretion.

SCHEDULING

1. Deliveries are scheduled only after an order has been placed and released to dispatch. We do not hold or reserve trucks for future orders.
2. Cash sale deliveries will be scheduled only after full payment has been received. Drivers cannot collect any method of payment.
3. Any changes to an original order may delay shipment of that order. No changes to an order can be made once the release has been dispatched to the driver for loading without incurring additional charges.
4. Reading Rock will attempt to accommodate specific requests for equipment, but specific equipment cannot be guaranteed. Please note that such requests may cause delays in the scheduling of delivery.
5. "Day One" for determining delivery standards, begins at 7:30 a.m. and ends at 4:00 p.m. Subject to the provisions of Section 9 below, orders received after 4:00 p.m. are deemed received on the next business day. Delivery timing is an estimate and not guaranteed.
6. All deliveries are scheduled to arrive at the job site as early as 6:00 a.m. and as late as 7:00 p.m., Monday through Friday. There are no scheduled deliveries on Saturday or Sunday.
7. Any special requirements and/or directions should be discussed at the time the order is placed.
8. For local deliveries, full load releases will be scheduled in the morning. Partial and retail deliveries will most likely be scheduled in the afternoon or combined with other partials and may be delivered in the morning at the discretion of the dispatcher. Expedited delivery is offered when available, in accordance with the current rate schedule.
9. Commercial Block account customers will receive next day delivery within 30 miles of the Distributing Yard when the order is placed with customer service by 11:00 a.m. depending on truck availability. Hardscape account customers will receive two (2) day delivery within 30 miles of the Distributing Yard when the order is placed with customer service by 11:00 a.m. depending on truck availability. Brick/Building Material account customers will receive two (2) day delivery within 30 miles of the Distributing Yard when the order is placed with customer service by 11:00 a.m. depending on truck availability. Orders released after 11:00 a.m. will go to the following day. A customer requesting a change to an order that is already staged or loaded for delivery will incur a handling fee determined by the Distribution Manager in his or her sole discretion. All deliveries outside of the 30 mile radius of the Distributing Yard should be placed at least four (4) days before the material is needed. Reading Rock is not responsible for the acts of contracted outside carriers and delivery times are approximate and cannot be guaranteed. By placing an order, the customer hereby fully releases Reading Rock from any and all claims related to any damages or injuries sustained by the customer, its employees, agents, and any other third parties as a result of the acts, failures or negligence of any contracted outside carriers. While most loads are delivered within two (2) business days after leaving the manufacturing facility, early planning and utilizing job site storage is recommended. Emergency add orders will be subject to a delivery charged and scheduled by the dispatcher depending on truck availability and the location of the job.
10. Requests for material and/or pallet "pick ups" will be scheduled in five (5) days or less, weather permitting. "Expedited" pick-up requests will be charged in accordance with the current rate schedule.

DELIVERY

Due to the many variables associated with deliveries, all delivery dates and times stated by Reading Rock are approximate dates and times only, estimated in good faith to the best of Reading Rock's ability. Time shall not be deemed to be of the essence in making delivery under an order unless specifically agreed to in writing by Reading Rock. Reading Rock shall not be liable for any failure to perform or for any delay in the delivery or shipment of products, or for any damages or costs of any kind or nature suffered by customer due to such failure or delay, when it is directly or indirectly caused by acts of God, acts of customer, war, riots, fires, explosions, floods, pandemics, endemics, strikes, lockouts, injunctions, accidents, weather, traffic, government interference, failure in production or production equipment, inability to obtain adequate fuel or power, shortage of raw materials, common carriers available for hire, labor or storage facilities, independent acts of any common carrier, (including Ryder Logistics) or any other cause or causes beyond the reasonable control of Reading Rock. Customer hereby releases Reading Rock from any and all claims related to any damages or injuries sustained as a result of any failure to perform or any delay in the delivery or shipment of products for any of the reasons or events specified above.

RETURNS/SPECIAL ORDER POLICY

Due to natural variations inherent in our products, it is essential that you look at more than one piece to see the range of color, shading, and texture. Selections should be made from a representative sampling, and when possible, from an existing project. Once products are installed, we can no longer be responsible for selection. Before ordering, quantities should be checked against job site conditions. Factors out of our control that do affect materials required are: job conditions, weather conditions, workmanship, plan changes, job site theft, and job site supervision.

We, therefore, cannot guarantee any takeoffs due to the extreme number of variables outside of our control.

THE FOLLOWING ARE NOT RETURNABLE FOR CREDIT:

1. All bag goods including mortar, cement, and sand.
2. Special order/non-stock items.
3. Chemicals, powders, cleaners, and sealers.
4. All sale items, seconds, and overrun materials.
5. Cut to length geogrid and filter fabric.
6. Restacked, muddy, or damaged cubes of products.
7. Less than full cubes of brick and paver products.
8. Items out of their original packaging as well as any material not on the Reading Rock stock list.
9. Unstenciled/unusable pallets.
10. Any material in unsellable condition as determined by yard/warehouse personnel in their sole discretion.
11. Cash sale material and pallet returns without an invoice copy.

Due to the inherent nature of products, Reading Rock utilizes a five percent (5%) allowance for "chipped" and/or cracked materials. "Chipped" materials in quantities above five percent (5%) of the order will be exchanged at no charge and no credit will be issued. Full credit will be issued for materials deemed to be defective due to manufacturing processes that are defective beyond the five percent (5%) allowance.

All returned items will be inspected before acceptance of the return. Materials not eligible for resale will be subject to disposal fees. Due to multiple sizes typically used in most Europa, Courtyard, and Recon walls and the additional sorting labor necessary, all undamaged Europa, Courtyard, and Recon items will be restocked at a thirty percent (30%) (\$30.00 minimum) re-stocking charge.

All other stock block, hardscape, and resale will be accepted with a twenty percent (20%) (\$20.00 minimum) re-stocking charge. A receipt dated within sixty (30) days of purchase must accompany returns. A receipt dated within thirty (30) days of last delivery must accompany returns for large commercial projects. Any cash refund over \$50.00 will be issued in the form of a check and mailed to the customer. For all account customers, any credit derived from the returning of material or pallets will be credited to the account unless otherwise approved by a Reading Rock manager.

RockCast manufactures custom cast stone to ASTM 1364 and architectural machine-made units to ASTM C90. Due to the nature of these specifications along with specific installation requirements, allowances for waste and rejection are based on each of those ASTM specifications. For specific tolerances and waste, please reference those specifications and the RockCast product information at Reading Rock's website www.readingrock.com. Returns of any RockCast product will not be accepted without prior written consent of Reading Rock.

PRODUCTS RETURNED THAT ARE NOT RESTOCKABLE OR REMAIN FROM A SPECIAL ORDER THAT HAVE BEEN CANCELLED WILL BE SUBJECT TO A DISPOSAL FEE.

Material/Pallet Pick Up Qualifications

1. Drivers will only pick up stenciled Reading Rock pallets.
2. Material/pallet pick up must be scheduled in advance. A prior request for material/pallet pick up must include the number of pallets or cubes to be picked up so that Reading Rock may have available space on the truck. If all the pallets/material requested for pick up do not fit on the truck, Reading Rock will return to pick up the balance at no charge to the customer.
3. If requested by the customer, Reading Rock drivers will pick up for return any pallets or materials (according to the Return/Special Order Policy) while they are making a scheduled delivery to the same job site, at no charge, with the following stipulations:
 - a) The customer makes a request to the driver;
 - b) There is available space and weight allowance on the truck;
 - c) The truck is not scheduled for another pick up;
 - d) Pallets are properly stacked and accessible; and
 - e) Materials are properly stacked on pallets and accessible.
4. While making a scheduled delivery, if all the pallets/materials requested for return do not fit on the truck, the customer has the following options:
 - a) Call customer service for a scheduled pick up and incur a \$100.00 stop charge plus truck time;
 - b) Wait for the next scheduled delivery, at which time materials may be picked up at no charge with the above stipulations; or
 - c) Call Customer Service for "Expedited Pick Up" at \$125.00 plus truck time.

5. Reading Rock trucks do not pick up or give credit for the following:
 - a) Non-stock material;
 - b) Special ordered materials, including all architectural (colored) block and RockCast pallets;
 - c) Restacked, muddy, or mortar splattered cubes of material;
 - d) Pallets of refuse; or
 - e) Material not purchased from Reading Rock.Any of the above materials, which are returned on a Reading Rock vehicle, will be taken directly to the dump and disposed of. No credit will be issued and the material will not be stored for future pick up or delivery. In addition, the customer will be charged for hauling, yard time, and disposal of all materials in such amounts as determined by Reading Rock's Distribution Manager.
6. If a representative of the customer is not on site, all materials and/or pallets to be picked up by Reading Rock equipment are to be readily marked, stacked, easily accessible and segregated from materials that are to remain on the job site. Reading Rock will not be responsible for mistakenly picking up any materials.
7. Due to job site and weather conditions, Reading Rock cannot be responsible for breakage while trying to pick up materials requested by the customer. The driver will not perform any clean-up and no credit will be given. Any truck charges will apply.
8. Picked up material may be delivered to another job site in the same subdivision for a stop charge and additional truck time. Material may be picked up and delivered to another job site outside of the subdivision according to the then current rate schedule.

See next page for: Zone Delivery Charges, Delivery Fees, Miscellaneous Distribution and Accessorial charges.



Zone Delivery Charges are Determined by the Distance From the Distributing Yard:

Distance from Shipping Location	Begin Mile	End Mile
Zone 1	0	9.9
Zone 2	10	24.9
Zone 3	25	39.9
Zone 4	40	60

Standard Delivery Fees		
Item	Description	Price
189000216	DELIVERY ZONE 1 - PARTIAL (LTL)	\$275.00
189000213	DELIVERY ZONE 2 - PARTIAL (LTL)	\$395.00
189000212	DELIVERY ZONE 3 - PARTIAL (LTL)	\$495.00
189000211	DELIVERY ZONE 4 - PARTIAL (LTL)	\$575.00
189000215	DELIVERY ZONE 1 - FULL LOAD	\$225.00
189000219	DELIVERY ZONE 2 - FULL LOAD	\$300.00
189000217	DELIVERY ZONE 3 - FULL LOAD	\$395.00
189000218	DELIVERY ZONE 4 - FULL LOAD	\$510.00

Reading Rock reserves, the right in certain product segments to negotiate special terms based on volume and payment terms. All special terms will be in writing and limited to a case-by-case basis.

Reading Rock reserves the right to implement a fuel or handling surcharge in response to changes in fuel prices.

DISTRIBUTION MISC. ACCESSORIAL CHARGES AND RATES

Accessorial Charges			
Item	Description	Price	
189000116	MOVE MATERIAL AT JOB/STOP CHARGE	\$250.00	
189000117	MOVE MATERIAL JOB-JOB/STOP CHARGE	\$250.00	
189000107	PALLET PICK UP BY PDC/STOP CHARGE	\$150.00	
189000119	PICK UP ALL EMPTY PALLETS ON SITE	\$150.00	
189000118	PICK UP MATERIAL ON SITE	\$150.00	
189000141	STOP CHARGE	\$75.00	
189000104	DRY RUN CHARGE-MATERIAL RETURNED	\$250.00	
189000007	ADDITIONAL TRUCK TIME PER HOUR	\$36.50	\$145/HOUR; BILLED IN 15-MIN INCRAMENTS
189000221	MULTIPLE STOP DELIVERY/STOP CHARGE	\$125.00	ELIMINATE, EACH STOP GETS A DELIVERY CHARGE

ROCKCAST PRODUCTS: ALL ROCKCAST and RECON PRODUCT DELIVERIES ARE QUOTED F.O.B. PLANT (origin of manufacturing).



EXHIBIT A



Reading Rock, Inc.

Manufactured Concrete Masonry Unit Product Warranty

Reading Rock, Inc. ("Reading Rock") warrants its Concrete Masonry Units (CMU) products to meet ASTM C90 manufacturing guidelines and specifications for the life of the product, provided the products have been installed, used and maintained according to industry accepted guidelines and as recommended by the manufacturer. This warranty does not cover damage resulting from improper installation, abuse, accidents, Acts of God, erosion from water, fire, normal wear and tear, fire, unauthorized modifications, misuse, or failure to properly maintain. This warranty is limited to the products' original purchaser and proof of purchase is required. This warranty is not transferable.

Defective or otherwise non-conforming manufactured products shall be removed and returned to Reading Rock, at the customer's sole cost and expense, where they will be tested by a certified materials laboratory in accordance to applicable ASTM standards. Any product that does not meet applicable ASTM specifications or acceptance criteria will be replaced by Reading Rock. Reading Rock's liability and the customer's exclusive and sole remedy for breach of warranty will be limited to replacement of the goods, or at Reading Rock's sole and absolute discretion, refund of the purchase price of any goods. Reading Rock's warranty does not include any other costs, including the cost of labor for replacement. Exact color matching and shape of replacement materials cannot be guaranteed. Reading Rock, in its sole and absolute discretion, may provide customers with an alternate color and/or shape available from its current product line at the time a warranty claim is accepted.

Due to the nature of the product and the manufacturing process, "efflorescence" may be present and does not constitute a defective product. Efflorescence is a whitish, powder-like deposit that may appear on concrete products. It in no way affects the structural integrity of the concrete product and will wash and wear off over time. Industry acceptable products are available to assist in the cleaning and removal of efflorescence. The use of concrete setting practices and the building's detailing may also increase the possible occurrence of efflorescence. Because this is a natural occurrence, Reading Rock accepts no responsibility for this condition.

THERE ARE NO WARRANTIES OFFERED BY READING ROCK BEYOND THIS EXPRESS WARRANTY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED AND READING ROCK MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE GOODS SOLD FOR ANY PARTICULAR PURPOSE, PARTICULARLY AS TO RESULTS OBTAINABLE BY THE CUSTOMER, OR ITS CUSTOMERS OR ASSIGNS IN THE USE OF SUCH PRODUCTS. ANY SAMPLES PROVIDED ARE NOT TO BE CONSIDERED WARRANTIES OF GOODS. READING ROCK'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE GOODS, OR, AT READING ROCK'S SOLE DISCRETION, REFUND OF THE PURCHASE PRICE OF ANY GOODS. READING ROCK CANNOT GUARANTEE THAT THE COLOR OF ANY REPLACEMENT GOODS WILL MATCH THE COLOR OF THE DEFECTIVE GOODS OR OF ORIGINAL GOODS WHICH ARE NOT REPLACED, AND REPLACEMENT LABOR IS NOT INCLUDED. READING ROCK WILL HAVE NO LIABILITY BEYOND THE PURCHASE PRICE NOR WILL READING ROCK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED IN CONNECTION WITH THE PURCHASED GOODS.

THIS WARRANTY SPECIFICALLY DOES NOT APPLY TO (I) MANUFACTURED ROCKCAST PRODUCTS SOLD BY READING ROCK ON AN "AS IS" BASIS, SUCH AS "OVERRUNS", "SECONDS" AND "IRREGULARS", OR (II) ANY PRODUCTS SOLD BY READING ROCK THAT ARE NOT MANUFACTURED BY READING ROCK.

The laws of the State of Ohio shall govern this warranty. For complete information regarding the sale of Reading Rock's products, please see the Terms & Conditions of Sale on the Reading Rock web site at www.readingrock.com.



Reading Rock, Inc.

Hardscapes Product Warranty

Reading Rock, Inc. ("Reading Rock") warrants its manufactured hardscapes products (i.e., paving stones, retaining and seat walls, AB Fence System and landscape accents) to meet ASTM manufacturing guidelines and specifications intended for residential applications for the life of the product, provided the products have been properly installed, used and maintained according to industry accepted guidelines and as recommended by the manufacturer. This warranty does not cover damage resulting from improper installation, abuse, excessive use or misuse of concrete de-icers (especially those that contain a magnesium formulation), fertilizers, accidents, Acts of God, erosion from water, fire, normal wear and tear, unauthorized modifications, misuse, or failure to properly maintain. This warranty is limited to the products' original purchaser and proof of purchase is required. Reading Rock production tags from the warranted product must accompany all requests for warranty. This warranty is not transferable.

Defective or otherwise non-conforming manufactured products shall be removed and returned to Reading Rock, at the customer's sole cost and expense, where they will be tested by a certified materials laboratory in accordance to applicable ASTM standards. Any product that does not meet applicable ASTM specifications or acceptance criteria will be replaced by Reading Rock. Reading Rock's liability and the customer's exclusive and sole remedy for breach of warranty will be limited to replacement of the goods, or at Reading Rock's sole and absolute discretion, refund of the purchase price of any goods. Reading Rock's warranty does not include any other costs, including the cost of labor for replacement. Exact color matching and shape of replacement materials cannot be guaranteed. Reading Rock, in its sole and absolute discretion, may provide customers with an alternate color and/or shape available from its current product line at the time a warranty claim is accepted.

Due to the nature of the product and the manufacturing process, "efflorescence" may be present and does not constitute a defective product. Efflorescence is a whitish, powder-like deposit that may appear on concrete products. It in no way affects the structural integrity of the concrete product and will wash and wear off over time. Industry acceptable products are available to assist in the cleaning and removal of efflorescence. The use of concrete setting beds may also increase the possible occurrence of efflorescence. Because this is a natural occurrence, Reading Rock accepts no responsibility or liability for this condition.

Reading Rock recommends allowing 8cm pavers to cure for two (2) weeks after the manufacturing date to ensure the product reaches full strength. Installing pavers prior to and utilizing heavy machinery on top of the pavers, could result in damage to the product and Reading Rock will not be responsible for such damage.

Reading Rock paver products are manufactured to meet industry standards and are thus de-icing and salt resistant; however, caution should be used when applying de-icing chemicals and excessive use should always be avoided as it may cause damage to the paver surface. Additionally, Reading Rock recommends using calcium-based products or rock salt only. Do not use magnesium-based products as they are very aggressive and may cause damage to the paver surface. Reading Rock will not be responsible for any damage to the paver surface as a result of using any magnesium-based products.

THERE ARE NO WARRANTIES OFFERED BY READING ROCK BEYOND THIS EXPRESS WARRANTY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND READING ROCK MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE GOODS SOLD FOR ANY PARTICULAR PURPOSE, PARTICULARLY AS TO RESULTS OBTAINABLE BY THE CUSTOMER, OR ITS CUSTOMERS OR ASSIGNS IN THE USE OF SUCH PRODUCTS. ANY SAMPLES PROVIDED ARE NOT TO BE CONSIDERED WARRANTIES OF GOODS. READING ROCK'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE GOODS, OR, AT READING ROCK'S SOLE DISCRETION,

REFUND OF THE PURCHASE PRICE OF ANY GOODS. READING ROCK CANNOT GUARANTEE THAT THE COLOR OF ANY REPLACEMENT GOODS WILL MATCH THE COLOR OF THE DEFECTIVE GOODS OR OF ORIGINAL GOODS WHICH ARE NOT REPLACED, AND REPLACEMENT LABOR IS NOT INCLUDED. READING ROCK WILL HAVE NO LIABILITY BEYOND THE PURCHASE PRICE NOR WILL READING ROCK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED IN CONNECTION WITH THE PURCHASED GOODS.

THIS WARRANTY SPECIFICALLY DOES NOT APPLY TO (I) MANUFACTURED HARDSCAPE PRODUCTS SOLD BY READING ROCK ON AN "AS IS" BASIS, SUCH AS "OVERRUNS", "SECONDS" AND "IRREGULARS", OR (II) ANY PRODUCTS SOLD BY READING ROCK THAT ARE NOT MANUFACTURED BY READING ROCK.

The laws of the State of Ohio shall govern this warranty. For complete information regarding the sale of Reading Rock's products, please see the Terms & Conditions of Sale on the Reading Rock web site at www.readingrock.com.



Reading Rock, Inc.

RockCast Product Warranty

Reading Rock, Inc. ("Reading Rock") warrants its RockCast branded manufactured products to meet ASTM manufacturing guidelines and specifications for the life of the product, provided the products have been installed, used and maintained according to industry accepted guidelines and as recommended by the manufacturer. This warranty does not cover damage resulting from improper installation, abuse, accidents, Acts of God, erosion from water, fire, normal wear and tear, unauthorized modifications, misuse, or failure to properly maintain. This warranty is limited to the products' original purchaser and proof of purchase is required. This warranty is not transferable.

Defective or otherwise non-conforming manufactured products shall be removed and returned to Reading Rock, at the customer's sole cost and expense, where they will be tested by a certified materials laboratory in accordance to applicable ASTM standards. Any product that does not meet applicable ASTM specifications or acceptance criteria will be replaced by Reading Rock. Reading Rock's liability and the customer's exclusive and sole remedy for breach of warranty will be limited to replacement of the goods, or at Reading Rock's sole and absolute discretion, refund of the purchase price of any goods. Reading Rock's warranty does not include any other costs, including the cost of labor for replacement. Exact color matching and shape of replacement materials cannot be guaranteed. Reading Rock, in its sole and absolute discretion, may provide customers with an alternate color and/or shape available from its current product line at the time a warranty claim is accepted.

Due to the nature of the product and the manufacturing process, "efflorescence" may be present and does not constitute a defective product. Efflorescence is a whitish, powder-like deposit that may appear on concrete products. It in no way affects the structural integrity of the concrete product and will wash and wear off over time. Industry acceptable products are available to assist in the cleaning and removal of efflorescence. The use of concrete setting beds may also increase the possible occurrence of efflorescence. Because this is a natural occurrence, Reading Rock accepts no responsibility or liability for this condition.

THERE ARE NO WARRANTIES OFFERED BY READING ROCK BEYOND THIS EXPRESS WARRANTY.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

AND READING ROCK MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE GOODS SOLD FOR ANY PARTICULAR PURPOSE, PARTICULARLY AS TO RESULTS OBTAINABLE BY THE CUSTOMER, OR ITS CUSTOMERS OR ASSIGNS IN THE USE OF SUCH PRODUCTS. ANY

SAMPLES PROVIDED ARE NOT TO BE CONSIDERED WARRANTIES OF GOODS. READING ROCK'S

LIABILITY AND THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE GOODS, OR, AT READING ROCK'S SOLE DISCRETION, REFUND OF THE PURCHASE PRICE OF ANY GOODS. READING ROCK CANNOT

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THE PURCHASE PRICE NOR WILL READING ROCK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED IN CONNECTION WITH THE PURCHASED GOODS.

THIS WARRANTY SPECIFICALLY DOES NOT APPLY TO (I) MANUFACTURED ROCKCAST PRODUCTS SOLD BY READING ROCK ON AN "AS IS" BASIS, SUCH AS "OVERRUNS", "SECONDS" AND "IRREGULARS", OR (II) ANY PRODUCTS SOLD BY READING ROCK THAT ARE NOT MANUFACTURED BY READING ROCK.

The laws of the State of Ohio shall govern this warranty. For complete information regarding the sale of Reading Rock's products, please see the Terms & Conditions of Sale on the Reading Rock web site at www.readingrock.com.