

Terms and Conditions of Sale for Sunrise Building Supply Inc and Sunrise Building Supply of Syracuse Inc
Hereafter referred to as SBS

The buyer has represented that they are a bona fide Contractor and understands that they are making a **Wholesale Purchase**. Prior to shipment, all items are inspected for damage, proper color, size or type and accuracy of count. All claims for shortages, damage, or improper color, size or type must be filed with our driver or representative at the time of delivery. All claims for concealed damage must be filed within 48 hours of delivery.

1. SBS assumes no responsibility or liability for the proper loading or securing of goods on customers' vehicles. Buyer should check and secure all goods prior to leaving SBS yard.

Direction for delivery by SBS is assumed by SBS as permission to drive on the driveway, lawn, and any other place necessary to make the delivery as directed. The buyer, owner and their representatives assume all responsibility for any property or bodily damages caused as a result of directing SBS to make a delivery beyond the limits of an improved public road or right of way.

Special attention should be given to driveways and lawns before direction for delivery is given to SBS.

Title of goods shall pass to the Buyer upon delivery thereof to Buyer and thereafter the goods shall be at the Buyers risk. Delivery shall include among other things, delivery to Buyers warehouse or jobsite as directed by Buyer.

2. SBS reserves the right to hold shipment of and/or the administration of any; order, refund, rebate, complaint settlement, or assistance thereof, in whole or in part, until all SBS credit requirements have been satisfied.
3. SBS makes every effort to ship on dates and times promised. SBS assumes no liability for delay in shipping, failure to ship in whole, or part, or for delays due to any cause whatsoever.
4. **SBS MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS.** There are no warranties other than those of the manufacturer. The Buyer shall bear the responsibility of enforcing such warranties with said manufacturer.
5. **All sales for Millwork, Special Order, Custom Made or Non-Stock Material are FINAL.** There are no refunds of deposits, or sales amounts, in whole, or in part, on Millwork, Special Order, Custom Made, or Non-Stock Material. Buyers signature or email approval on a Quote, Pick Slip, Invoice, or electronic reproduction of same, confirms Buyers order as we interpret it as to size, color, operation, options and/or extras and completeness.
6. All Millwork, Special Order, Custom Made, or Non-Stock Material will be invoiced for payment within the billing cycle for the month within which it arrives at SBS regardless of the ability of the Buyer to accept shipment from SBS for said materials. This applies to orders received by SBS whether received complete, or in part.
7. A storage charge equal to 10% of the invoiced amount will be charged against all orders left in SBS warehouses for more than 30 days. After 60 days, all unclaimed orders will be disposed of without refund of deposit or payment.
8. Orders for stock materials will not be placed on "HOLD" without a ship date. Orders on hold will be shipped on the date provided at time of placement. Orders cannot be placed on "HOLD" for more than 30 days.
9. Prices are subject to change without notice. Invoicing will be for the price in effect at the time of shipment. Written quotes will be honored for 10 days, or the time period specified on the quote, not the duration of the project. Oral quotes may not be honored.
10. There will be a 25% RESTOCKING CHARGE on all items returned for credit. All returns MUST be accompanied by your original sales invoice. No returns after 30 days. All returns must be clean, free of damage and in their original package which must also be in a saleable condition.
11. Cancellation of delivery without 24 Hr. notice or refusal of shipment at delivery site will result in a MINIMUM handling charge of \$25.00.
12. All collection costs including attorney's fees of 33-1/3% of the unpaid amount incurred by SBS for the collection of a past due account will be charged to ad paid for by the Buyer. A minimum fee of \$25.00 will be charged for any check returned by the Buyers bank for any reason. Interest will be charged at 1-1/2% per month on all invoices 30 days past due – True Annual Interest 18%.
13. There shall be no oral modifications of the terms and conditions of sale.