## creativepolicy

Creative Date: January | 2017 Updated Date: January | 2017 All information in this disclosure is confidential to Creative Landscape Depot and protected under the Confidentiality Agreement.

## **Delivery Disclosure**

## Delivery

- 1. We offer scheduled delivery of all of our products. Our delivery system is an affordable, safe, and reliable service that can save you time and effort. Please note that our materials are generally very heavy, and can be problematic in handling. Allow our trained delivery staff to handle your product with the ease of our equipment and fleet of delivery trucks.
- 2. Please note that we offer placement of material to assist you and your landscape needs. Based on your placement requests, we will chose an appropriate time for your delivery that suits both parties availability. Please consult with our staff for additional expenses for placement. Our drivers are not responsible for your landscape design, and hourly fees will be charged for additional time spent on a clients job site.
- 3. We guarantee curbside delivery only, meaning product will be placed on the clients property just beyond the curb or road line.
- 4. We deliver on your property only, and will not enter neighbors or public property, and any other land that is not yours, without verbal or written permission from the respective party. We waive responsibility of all damage or fines if requested to enter the premises listed above accompanied by permission.
- 5. The purchaser shall supply satisfactory access roads to unloading sites with sufficient maneuvering space for our trucks and will assume the responsibility for all damages, fines, or charges caused during a delivery. Our drivers reserve the right to refuse specified drop locations. Please note our trucks and equipment need additional space when offloading or dumping product. Refer to objects below, but not limited to:
  - a. Overhead branches and wires.
  - b. Strength of asphalt or driveway surface during all weather conditions.
  - c. Weight and size of product being delivered.
  - d. Weight of the equipment used during delivery.
  - e. Inclination or angles of desired drop spot.
  - f. Compaction of earth in new developed areas.
  - g. Strength of existing concrete or paving structures.
- 6. If our drivers are not confident or able to meet your drop request, you may be called to arrange changes, and/or your product may be returned to our yard at your expense. Rescheduling of your product is subject to a delivery fee.
- 7. The purchaser shall accept responsibility of any damages, fines, or charges do to CLD equipment dirtying the roads or product being placed on the road or location other then their personal property.
- 8. We offer split loads, meaning multiple products can be delivered at the same time. Our capabilities are determined by the weight and volume of the product requested. Our split system can save you money, and multiple drop spots can be requested to save you time and effort. All above requests are subject to our staffs approval. Minimal contamination of product is acceptable and is the discretion of CLD *Management*.

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- 9. We schedule deliveries in increments, based on a first-come-first-serve basis. Please order well in advance to secure your desired time allotment as our traffic varies per season. Although we schedule deliveries appropriately to meet our objectives and commitments, factors such as traffic, accidents, changes in current deliveries, requests from clients for placement of product, and equipment failure, which may effect our daily delivery schedule. CLD is not responsible for delays in delivery due to any circumstances beyond our control. We recommend confirming orders well in advance of your scheduled project, and having material delivered 48 hours prior to that date. Our drivers will generally call when preparing to delivery your order, providing an update on expected arrival time.
- 10. Any request for pick up of material or skids will be subject to the appropriate delivery fee.
- 11. We do not require you to be present for your delivery, and we use your description and notes to meet your required drop spot. Please mark or define the desired location with chalk or another object to show us where to place your material. We are not responsible for dropping in an unmarked area, as notes can be misinterpreted. We also hold the right to refuse drop requests if the area has limited space for our equipment.
- 12. CLD is not responsible for any change of colour, deterioration, or damage to product delivered resulting from time, age, or natural elements such as sun due to the placement of delivered product.
- 13. The quantity inscribed on the clients invoice shall serve as proof for the quantity delivered.
- 14. No claim shall be considered by the vender at any time after the products have been installed except for deficiencies accepted in the CLD *Warranty Policy*, listed in the *Terms & Conditions*.
- 15. Release of Liability Any material delivered beyond curb line is responsibility of the customer. We require direction and/or signature to deliver beyond this point or to leave product on the road, therefore releasing Creative Landscape Depot, our drivers, and our contractors of potential damage, claims, and liabilities that can take place.