

Terms & Conditions

Retail Accounts

1. Terms & conditions apply to all products and services sold by Creative Landscape Depot.
2. Retail clients or non-approved commercial accounts do not receive credit terms.
3. Retail or non approved clients must pay for entire order prior to picking, loading, or delivery of any product.
4. Federal and Provincial taxes will be added to invoices when applicable.
5. Discrepancies or concerns with respect to any invoice must be made within 5 business days.
6. Concern with any product must be made within 48 hours from time of pick up or delivery.
7. If payment upon delivery is accepted, CLD drivers will not unload until payment in full is received. The client must sign the invoice and the CLD driver must return with full payment and the signed invoice for the office. If the client is not present and payment is not available on site, our driver will return to site and offload all material. This client will receive a delivery fee and an offloading fee associated to the material and efforts involved. An additional delivery fee will be charged once the delivery is rescheduled.
8. Custom orders required full payment upon order.
9. Retail invoices are never printed unless specifically requested by the client, or a picking sheet will be required by the CLD yard staff. Email copies at all times.

10. Returns:
CLD strives to operate a well-stocked yard with a diverse product line. In order to do so, the following return policy is in effect:
 - a. Returns will not be accepted beyond 30 days from time of original purchase.
 - b. All returns are subject to inspection, and acceptance will be granted at the discretion of CLD Management.
 - c. We will not accept or grant credit toward any items that have previously been installed.
 - d. Interlocking must be returned in full layers, sections, in their original pattern, and on the original manufacturer's skid. All original packing structure and/accessories must be present.
 - e. Returns must be packaged appropriately and wrapped if necessarily. CLD members are not responsible for packing or organizing returns.
 - f. Pallets must be returned in good condition allowing for safe offloading and handling.
 - g. If damage occurs during the offloading or restocking / re-handling process, the material is not creditable.
 - h. CLD will not allow returns of any material, especially natural stone, where the the product was picked through by colour, grade, or sizes which effect the original colour-swatch, texture, or blend of the original product. Any imperfections due to shipping and handling may effect allowance upon return.
 - i. Veneer stone is not returnable.
 - j. Non-stock items will be charged a 25% handling fee and are subject to return based on CLD management approval. (All non-stock items are listed on invoices). Large or technical returns may be subject to a restocking fee and is the discretion of CLD Management.

- k. Full loads of amour stone, custom cut or finished natural stone or any other items marked *CUSTOM* are final sale and cannot be returned or exchanged. This applies to written or verbal agreement during the ordering process.
 - l. All Home Accent items are final sale.
 - m. Returns are the responsibility of the buyer, and therefore any request for pickup is subject to standard delivery fees (please review our delivery policies). All requests for product pickup will be done upon truck availability, and are subject to additional fees for any potential complications. Please ensure all material is packaged appropriately and safely before pickup.
 - n. Soil, mulch, aggregate, decorative stone, or any bulk product bagged by creative Landscape Depot is non-refundable.
 - o. Clearance or sale items are not returnable
 - p. Any product that is no longer sold by Creative Landscape Depot is not returnable.
 - q. Skids require a \$15 deposit. Refunds on skids are subject to being in good structural condition. All cross-braces and structure of the unit will be inspected before refund is approved by our staff.
 - r. Returnable product must have been originally purchased from Creative Landscape Depot.
12. CLD is not responsible nor liable for any damage or expense caused by late deliveries. We promote having all material ordered and delivered well in advance of your requirements, to ensure your material is available when needed. Due to various factors we can not guarantee exact delivery times.
13. Hand sample boards will be charged \$15, and all other sample material will be charged at the respective unit price for the volume required. Credits will be issued upon return of material in acceptable condition by *CLD Management*.
14. Estimating Policy
- a. Our staff may assist you when estimating quantity of product required for your project. Please note that, without visiting your site, we use the tools available to us and the dimensions that you provide in order to offer an educated estimate, to the best of our ability.
 - b. CLD is not responsible for overestimating or underestimating material needs; therefore, we encourage you to double check your measurements before ordering.
15. Warranty
- a. We supply the highest grade product available in the landscape industry that we are aware of. Our products are supplied by industry leading manufacturers and suppliers. We stand behind our products, as they are superior materials available in the marketplace. and therefor have minimal opportunity for error or defects.
 - b. Our strict purchasing and receiving procedures filter out poorly graded products from our yard and product selection. What you will find at Creative Landscape Depot is premium material and considered A-Grade Product. All of our natural stone items are considered the best raw material available and are subject to professional handling and installation beyond our sourcing and sales.

- c. Our suppliers offer warranties defined in their policy. Each manufacturer's policies differ. Please ask us to review our suppliers warranty policies. We do our best to mediate any concerns from all of our clients.

16. Pricing, Print, & Marketing

- a. Our prices are subject to change at any time without notice. Please note that our procurement is responsible for offering fair and competitive pricing.
- b. Any marketed or printed pricing is susceptible to market fluctuations. We negotiate with all suppliers the longest pricing terms available, and try to therefore minimize any errors or changes; however, external changes often effect overall input cost which may raise or lower the selling price of our products.
- c. Due to the nature of print, please note that there is always potential for error involving pricing, literature, and colour. We recommend confirming at time of purchase all factors related to your product of choice. Ensure you purchase all product needed at the time of purchasing, to ensure colour matching as manufacturing runs can differ tone to tone.
- d. Please note that certain products will occasionally become limited; therefore, available quantities may fluctuate.
- e. We try our best to inventory appropriately for timely handling of your product, and to minimize all potential errors in our marketing efforts.