

## TERMS AND CONDITIONS

1. **Entire Agreement** — The following terms and conditions apply to all sales performed by STONETILEUS (hereinafter referred to as “Seller”). By entering into an agreement with Seller, The Customer is aware of and accepts to be bound to all these terms and conditions. The Pro Forma, Invoice, Terms and Conditions, Limited Warranties, Bill of Lading, and Disclaimers are all incorporated herein and set forth all covenants, conditions, and understandings between the parties either oral or written.
2. **Acceptance** — **ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED AND INCORPORATED HEREIN, AND UPON CUSTOMER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.**
3. **Changes** — Customer shall be bound to all terms set forth and incorporated without change. However, orders arising hereunder may be changed or amended only by written agreement signed by both Customer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Customer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Customer of the total charge for such cancellation, and Customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Customer which is permitted.
4. **Freight and Transportation** — Customer accepts all responsibility both financial and filing of a claim due to damages caused by transportation. Seller will not be held liable for any and all damages caused during transportation. Customer is responsible for filing their own claim with the carrier.
5. **Shipment, delays, force majeure** — Customer has the option of picking up the goods directly from Seller. If Customer does not elect to pick up the goods, Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make partial shipments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. The delivery date, if specifically stated is an estimate only and Seller shall not be bound by such date. Delay in delivery of any installment shall not relieve Customer of Customer's obligations. Immediately upon Customer's receipt of any goods shipped hereunder, Customer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Customer shall fail to so notify Seller within ten (10) days after the goods have been received by Customer, such goods shall conclusively be deemed to conform to all the terms and conditions hereof and to have been irrevocably accepted by the Customer. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller 's reasonable control, including, without limitation, unsuccessful reactions, act of Customer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or any acts of God, delay in transportation, or inability to obtain necessary labor, materials, or power at current prices. Customer agrees to pay any third-party collection expenses, including attorneys' fees, incurred by Seller to collect any past due amounts. If Seller is unable for any reason to supply the total demands for goods specified in Customer's order, Seller may allocate its viable supply among any or all Customers on such basis as Seller deems fair and practical, without liability for any failure of performance which may result.
6. **Payment** — Terms of sale are payment in advance of date of invoice, unless otherwise stated. If the financial condition of Customer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Customer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Customer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller 's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Customer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Customer agrees to pay the balance then due to Seller on demand. Seller reserves the right to withhold future shipments if timely payment for prior shipments has not been received. Customer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Customer.
7. **Termination** — Even in cases where the agreement has been concluded, Seller may terminate the agreement if (a) the goods cannot be delivered for reasons related to import restrictions, guidance or instructions from the relevant authorities, (b) Customers made false statements or performed illegal acts, or (c) it is recognized that the agreement is rendered impossible to execute. If Seller terminates the contract, Customer shall receive store credit in the full amount paid to Seller. After full payment is received by Seller, Customer may not cancel the contract. **ALL SALES ARE FINAL. NO REFUNDS, RETURNS OR EXCHANGES ARE ACCEPTED.**
8. **Order Holds; Cancellation** — After Customer's order has been accepted by Seller, the order cannot be put on hold, modified, canceled or changed without Seller's written consent. In the event that Customer places any order on hold for more than seven (7) days, Customer shall be responsible for, and reimburse Seller for, all material, labor and overhead costs incurred by Seller as a result of the hold. If Customer cancels any order, Customer shall be responsible for payment to Seller for reasonable cancellation or order change charges. Such cancellation or order change charges may include, but not be limited to, the Contract Price for all goods shipped by Seller to Customer, the Contract Price for all finished goods inventory in the possession of Seller, all other direct costs incurred by Seller. Customer further agrees that all square foot pricing is invoiced on the basis set forth by Seller. Seller reserves the right to invoice Customer for any and all unknown surcharges and miscellaneous costs assessed against Seller.
9. **Limitation of Liability** — **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO, OR AGREE TO INDEMNIFY CUSTOMER OR ANY THIRD PARTY FOR, ANY LOSS, COSTS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY'S FEES) RESULTING FROM CUSTOMER'S OR ANY THIRD PARTY'S ACTS, OMISSIONS OR CONDUCT. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD SELLER, ITS EMPLOYEES, AGENTS OR ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY'S FEES) RESULTING FROM ANY CHARGE OR CLAIM OF PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OBLIGATIONS UNDER THE AGREEMENT, OR FOR THE NEGLIGENCE, INTENTIONAL ACTS OR WILLFUL MISCONDUCT OF CUSTOMER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.**
10. **Late Fees** — All invoices past due 30 days will be subject to a 1.5% (18% APR) FINANCE CHARGE assessed the first day of the following month of the due date.
11. **Return Check Fee** — All return checks are subject to a \$30.00 NSF fee.
12. **Storage Charges** — Any completed orders that Customer fails to accept shall be subject to storage charges at a rate of \$25.00 per crate and/or pallet per day. These storage charges shall be payable by Customer prior to delivery. Under no circumstances shall Seller be liable for any costs, fees, damages or loss to goods or materials stored pursuant to this Section. Seller specifically disclaims any liability for, or damage resulting from, the storage of finished goods or materials stored hereunder in any manner contrary to industry standards.
13. **Credit Terms** — Seller may, in its sole discretion, agree to grant credit terms to Customer. If Seller exercises its option to refuse to grant credit to Customer, Seller shall not be liable for any damage, loss or cost whatsoever to Customer.
14. **Price Changes** — Shipment will be made promptly even if prices are nominally increased. Price changes will be automatically applied to Customer's invoice.
15. **Warranties** — **MARBLE AND TRAVERTINE ARE PRODUCTS OF NATURE. NATURAL COLOR AND VEINING WILL VARY FROM ONE STONE TO ANOTHER AND NONE OF THEM ARE ALIKE. NATURAL STONE PRODUCTS AND LIME STONE PRODUCTS REQUIRE SPECIAL INSTALLATION AND PROFESSIONAL SEALING. SELLER IS NOT EITHER LIABLE OR RESPONSIBLE FOR ANY SPECIAL AND INDIRECT DAMAGES AFTER INSTALLATION OF THE PRODUCTS.** In each pallet of products Seller sells 10 to 12% damage is considered normal. Seller provides a limited warranty for goods shipped. Any warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms. Any verbal representations intended to modify any existing Seller limited warranty shall be invalid and unenforceable against Seller. **ALL PRODUCTS ARE SOLD AND SHIPPED TO CUSTOMERS “AS-IS” INCLUDING SLABS. SELLER'S LIABILITY UNDER THE FOREGOING WARRANTY IS LIMITED AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY SELLER, AND NONE SHALL BE IMPUTED OR PRESUMED.**
16. **Governing Law** — This agreement shall be interpreted in accordance with the laws of the State of Florida without regard to conflict of laws. Customer hereby submits to the governing laws of the State of Florida. The parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in Miami-Dade County, Florida. Any action arising out of or relating to this agreement must be commenced within 1 year after the claim arises.
17. **Attorney's Fees** — Seller shall be entitled to recover its reasonable costs and attorneys' fees in any litigation, appeal or proceeding based on these terms in which Seller is the prevailing party.
18. **Severability** — If any term, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

*By signing this agreement, the parties agree to be bound to all terms and conditions contained and incorporated herein.*

Seller's signature X \_\_\_\_\_

Customer's signature X \_\_\_\_\_