



## Terms and Conditions of Sale

All sales are made pursuant to these terms and conditions and all orders are received with the understanding that they are placed under these terms and conditions as set forth herein. Ceramistone International, Inc., hereinafter referred to as "CSI", and the company representative, person or any or either of them, or otherwise, are collectively referred to as "Customer" agrees to be bound by the terms and conditions hereunder, which are incorporated by reference herein. To the extent Customer's separate terms and conditions conflict with these terms and conditions, CSI's terms and conditions shall apply.

1. All natural stones are products of nature. No two pieces are exactly alike and can vary from one tile/slab to another or from one area to another within each tile/slab. Shade and size variation is inherent in ceramic, porcelain, glass and other tile products. CSI is not responsible for and does not warrant against variation, scratching, etching, cracking or any wear on the finished surfaces. Nor does CSI warrant against any defects discovered after installation or any injury that occurs due to the surface characteristics of these products. Prior to installation, all materials must be inspected and approved by the Customer, the installer and/or other representative. Absolutely no claims will be accepted for any reason after the material has been installed. All materials are carefully packed, inspected and delivered to the carrier in good condition.
2. Terms of payment on invoices from CSI are NET PRE PAID unless otherwise stated on invoice.
3. Claims regarding incorrect quantities, defective goods, non-conformance to specifications, or any other discrepancy must be made in writing within 10 days after receipt of the goods. Failure to do so will relieve CSI of any responsibility for credit or replacement of goods.
4. No goods can be returned without prior authorization by CSI. In the event an item is approved in writing for return, it must be in its original, undamaged shipping container in salable condition and accompanied by a pack slip. A restocking fee will be applied to all return items. **No returns or cancellations will be accepted for special order, custom cutting/milling and non-stocking items.**
5. Should any tax imposed by law, Government agency, and/or board, affect the goods herein, Customer agrees to pay such tax in addition to the amount of each invoice at the same time invoice becomes due and payable.
6. Should any Customer checks be returned by their bank for any reason, customer agrees to pay \$50.00 for bank/handling charges for each check returned to CSI. Late fees may also apply. In Consideration of forbearance to bring immediate legal action on overdue invoices, CUSTOMER agrees to pay a service charge at the rate of 1 ½ percent per month on unpaid invoices 25 days from date of said invoice(s). CUSTOMER agrees to pay all costs and reasonable attorney fees incurred in collection of all past due invoices and accounts
7. CSI shall not be liable for failure to deliver goods or delays in delivery of goods occasioned by causes beyond its control, including, but not limited to strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays by carriers or suppliers and governmental acts or regulations.
8. Payment is due at 590 Airport Rd., Oceanside, Ca. 92058 or other location notified by CSI in writing.
9. **CSI EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION OF THE GOODS ON THE INVOICES, AND MERCHANTABILITY AND/OR ALL WARRANTIES OF FITNESS FOR A PARTICULAR USE ARE HEREBY EXCLUDED.** CSI's liability for products sold shall be limited to replacing or issuing credit for goods at its option, provided prompt notice of any defect is given to CSI. It shall not be liable for loss of profits, use, business, goodwill, delays, down time or any other consequential damage.
10. The provisions of this Agreement reflect the entire agreement between CSI and CUSTOMER, and supersedes and overrides any prior oral or written agreement. Any modification to these terms and condition must be in writing and signed by both parties. If any clause of this Agreement is invalid, the remaining clauses shall survive, and this Agreement will be read as if the invalid clause had been removed. In the event that any dispute arises under this Agreement, any such proceeding will take place in San Diego County, and California law will apply. In the event of any ambiguity in the interpretation of this agreement, this agreement shall not be construed against the draftsman.
11. The Customer acknowledges that they have read these terms and conditions and agrees to be bound by its statements as stated herein.