

Virginia Tile LLC

TERMS AND CONDITIONS OF SALE

General

- a. Virginia Tile reserves the right to sell or not to sell our products to any particular person or party.
- b. Orders are accepted subject to our ability to ship at the time and in the quantity specified. Virginia Tile is not liable for damages for failure to make such shipment. Virginia Tile is not responsible for delays in manufacturing or supply chain.
- c. No salesperson or agent has the authority to make any change or binding commitments in addition to, or in conflict with, the Company's Terms and Conditions of Sale.
- d. An exact copy of each order, as we interpret it, is furnished as an acknowledgment, and should be carefully reviewed upon its receipt to make certain that the order, and associated requirements, have been properly entered.
- e. All prices are subject to change without prior notification.
- f. Virginia Tile reserves the right to invoice material held over 30 days.
- g. All material held over 60 days will be subject to a storage service charge of 1.5% of the order value per month.

Pricing & Sales: Credit Terms, Open Accounts, Purchases, Cash and Payments

- a. Sales are made on a cash basis only unless prior "Open Account" status has been arranged with our credit department.
- b. Specialty order products will require a non-refundable 50% deposit for all customers with a Virginia Tile account. Cash Sale accounts will require a 100% non-refundable deposit prior to placing order with supplier and releasing for delivery of goods.
- c. All COD checks are subject to check verification and acceptance. "Third Party" checks will not be accepted (ie. homeowner payment on trade account). Return checks are subject to an NSF fee up to \$30.00.
- d. When credit is granted, service charge at 1.5 % per month (18% annually) and will be charged on all past due invoices. Past due invoices will result in suspension of credit until such invoices are cleared.
- e. All On-Line Payments made with credit cards, ACH (E-Checks) are final.
- f. All of Virginia Tile's terms and conditions are incorporated into the credit agreement, and that any additional, different, supplemental, or conflicting terms and conditions of the customer are expressly rejected by Virginia Tile and shall not / do not become a part of any contract between Virginia Tile and the buyer, irrespective of whatever buyer accepts and pays for products from seller.
- g. The person signing the credit application on behalf of the customer has the authority to bind the customer and is authorized by the customer to enter into the credit application.
- h. Shipments may be held if the account is past due or over credit limit.
- i. Open Term accounts may be restricted, or rescinded, if an account is consistently delinquent.
- j. SPECIAL ORDERS: Order Confirmations are provided for all Special Orders. Please review the Order Confirmation. Changes need to be received within 24 hours of order confirmation and prior to production or release of the order. Otherwise, the order is assumed correct, and it is considered valid and non-cancellable.
- k. Waiver request can take 1 to 2 business days to be returned.

Shipping & Distribution: Delays, Freight Claims, Damage and COD

- a. When delivery service is available via Virginia Tile truck in areas surrounding our distribution warehouse, freight policies and rates will vary by market. Please contact your sales representative or local branch for specific terms and schedules.
- b. We reserve the right to select the carrier for shipments unless otherwise specified by the customer. Carriers will be selected based upon performance, reputation, reliability, rates and schedules. All freight and surcharges are the responsibility of the Customer. Virginia Tile is not liable for loss or damage of material in transit and is not responsible for delays related to replacement material.
- c. Freight terms for factory direct orders will be governed by the individual manufacturer's terms and policies. Charges will be paid by the Customer for rush items shipped by LTL or other means. Freight costs are subject to change without notice. In the event of an increase or decrease, the new price will apply on all deliveries made on or after the date of price change. Applicable freight charges will be applied to all factory direct orders.
- d. Payment in full is required for COD orders to be shipped via UPS or common carrier. A packing charge is assessed on all UPS shipments to defray the additional cost of careful and accurate packaging to insure safe arrival of the materials. Other charges from the manufacturer may be passed on, which will vary from time to time and from vendor to vendor. These charges may include and are not limited to; split carton charges, pallet charges and packing charges. We will attempt to make you aware of these, but they are subject to change without notice.
- e. Carriers accepting of hazardous material may assess special handling fees, which will be added to freight and handling charges for those shipments.
- f. Claims for damage or loss on LTL and direct shipments are to be made directly with the carrier. Virginia Tile is not responsible for replacing material damaged in transit through no fault of ours. All damage and/or shortage must be noted upon receipt and be countersigned by the carrier's agent.

- g. Virginia Tile shall not be held liable for delays caused by natural disasters, labor conflicts, accidents, government priorities, shortage of material or any cause beyond the company's control or as a result of shipping materials. Under no circumstances will Virginia Tile be responsible for consequential, punitive or exemplary damages.

Credit: Authorization, Condition, Shipping, Returns, Restock and product Claims

- a. Material for Return must meet the following criteria to be considered for acceptance by Virginia Tile:
- Return within 30 days of purchase and accompanied with a copy of original order
 - Full, unopened and undamaged cartons of a currently stocked shade lot
 - Returns are subject to inspection before acceptance and must be issued and accompanied by a Return Goods Authorization
 - Drivers may not accept any material without prior approval accompanied by a Return Goods Authorization
 - A 25% restocking fee will be applied to all returns plus any associated freight charges
- b. Non-returnable material includes:
- Special order, Discontinued products, Slate
 - Grout, thinset, surface preparation product, mastic and other date/moisture/temperature sensitive material
- c. Rental Security Deposit: Deposit on rentals not returned within 30 business days will be forfeited. Deposits on rentals returned damaged, with missing parts, dirty (such as thinset residue) or returned in unusable condition will also be forfeited.

DISCLAIMER

PLEASE INSPECT ALL MATERIAL FOR ACCEPTANCE PRIOR TO INSTALLATION. Installation demonstrates acceptance at all times, under all conditions, without exception. It is the responsibility of the Dealer, Contractor, Designer, Architect and/or Project Owner to inspect the material for acceptability prior to installation. Absolutely no claim will be honored after materials have been installed.

SUITABLE APPLICATION: It is the customer's responsibility to determine whether a Virginia Tile supplied product is suitable for the application. This would include, but not be limited to: Dynamic Coefficient of Friction (DCOF) requirements for the application.

UNDER NO CIRCUMSTANCES RELATED TO ANY AND ALL CLAIMS, will Virginia Tile's responsibilities exceed the cost of the material to our customer.

ALL CERAMIC AND STONE TILES ARE SOLD SUBJECT TO VARIATIONS IN SHADE AND SIZE FROM TILE TO TILE, SHIPMENT TO SHIPMENT, AND FROM SAMPLES. Such variations are an inherent characteristic of the products.

NO GUARANTEE IS MADE AGAINST CRAZING. Crazing is an inherent characteristic in some fired glazed tile. We do not recommend the use of contrasting colored grouts as the darker pigments in these grouts can fill the craze lines making the crazing visible, especially on white and light-colored tile.

NO GUARANTEE IS MADE AGAINST WEAR, SCRATCHING, OR CHIPPING. All glazed tile will scratch, and wear and it should be expected in areas of heavy traffic. The degree of wear is a function of maintenance and abrasion. Virginia Tile cannot be responsible for failures resulting from tiles being installed in areas where they are not suitable. Wear will be apparent sooner on white or light-colored tile.

JURISDICTION; CHOICE OF LAW; VENUE; NON-JURY TRIAL: You and any Guarantor hereto agree that this sale will be deemed for all purposes to be fully executed and performed in the State of Michigan and will be governed by Michigan law, including Michigan's Builder's Trust Fund Act and its successors. You and any Guarantor expressly and irrevocably agree to: (a) be subject to the personal jurisdiction of the State of Michigan and any controversy that may arise relating to this sale or any guaranty, (b) accept venue in any federal or state court in Michigan and agree that such court will be a convenient place for any trial, and (c) waive any right to trial by jury. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this agreement with you and any Guaranty with any Guarantor.