

## MARBLE SYSTEMS, INC. TERMS AND CONDITIONS

### CLAIMS

NO CLAIMS AFTER INSTALLATION.

### INSTALLATION

- You must use moisture sensitive thin set for all white marble, all limestone and Cement products to prevent water stains, or bleeding. Water must be clean. Use premium white thin set otherwise.
- You must open all the boxes and dry lay all the material to blend in before installation for customer approval.
- Extra material must be ordered for waste, cuts and material selection. We recommend minimum 10% for regular cuts and as much as 30% for diagonal cuts.
- Natural stone color, veining, and character varies. Samples represent only general characteristics of the quarry. There is variation from shipment to shipment and within each shipment.
- If your job requires more than one crate, it is your responsibility to blend the crates to make sure it will be accepted by your client.
- If you order additional material, it is your responsibility to make sure it matches the current lot.
- You must use grout release or sealer before grouting.
- We recommend at least a 1/8" joint in all installations to prevent expansion and contracting.
- Natural stone is a product of nature and it may have minor imperfections, pits, holes, fill etc. These are considered inherent characteristics of natural stone.

### NO WARRANTY OF COLOR

Marble Systems, Inc. tiles natural and hand made products. Variation of shade and color is inherent in Marble Systems, Inc. tiles. IN NO EVENT SHALL MARBLE SYSTEMS, INC. BE LIABLE FOR ANY VARIATION IN SHADE AND/OR COLOR BETWEEN TILES RECEIVED AND SAMPLE TILES.

### ACCEPTANCE

Any questions regarding the color, design or quality of tiles must be resolved prior to installation. Use constitutes acceptance and absolutely no adjustments or returns will be made thereafter. Any and all questions regarding acceptability must be resolved within 30 days of the date of delivery.

### NO WARRANTY AS TO QUANTITY ESTIMATES

IN NO EVENT SHALL MARBLE SYSTEMS, INC. BE LIABLE FOR ANY DAMAGES WHICH MAY RESULT FROM SHORTAGES OR OVERAGE OF TILES. BUYER EXPRESSLY ASSUMES ALL RESPONSIBILITY REGARDING QUANTITY OF TILES ORDERED. Buyer is responsible for ordering and matching additional lots.

### AVAILABILITY

All items sold by Marble Systems, Inc. are subject availability at the time of shipping. If a certain item is not available we reserve the right to offer an alternate material with prior notification and notice to the buyer.

### TERMS: PAYMENT

Prices are subject to change without prior notice.

Unit prices and extensions will be confirmed and corrected by the main office. YOU WILL BE NOTIFIED OF ANY CHANGES OR CORRECTIONS PRIOR TO THE PROCESSING OF YOUR ORDER.

### EXCLUSION OF DAMAGES

In no event shall Marble Systems, Inc. be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods provided by Marble Systems, Inc. Marble Systems, Inc. makes no warranties as to merchantability or fitness for a particular purpose.

### NORMAL WEAR; GROUT

As with all tile surfaces, some wearing, crazing or scratching may occur over a period of time with use. In addition, Marble Systems, Inc. suggests that you select a matching colored or uncolored grout. You must use grout release before grouting.

### SPECIAL OR CUSTOM ORDER

50% deposit required prior to placement of order. Balance due as soon as order is ready, prior to shipment.

Special orders cannot be cancelled or returned.

### DELIVERY TERMS

Prices are F.O.B. our warehouses. Marble Systems, Inc. is not responsible for damage occurring in shipping. All claims must be made in writing to the carrier with a copy to Marble Systems, Inc. within 5 days of receipt of merchandise. It is your responsibility to make unloading arrangements with the carrier and we are not responsible for any damages due to detention charges. Our carriers do not provide inside delivery and it is your responsibility to unload and store materials safely.

### SAMPLE SHIPMENTS

Sample shipment charges are for single samples only. If you order more than 2 samples of the same item, there will be packing charges assessed.

We are not responsible for damaged tiles via shipping companies.

### FORCE MAJEURE

Marble Systems, Inc. shall not be liable for any delay in delivery or suspension or cancellation of performance or other failure of performance hereunder due to any causes beyond its control, including but not limited to, acts of God or government, labor disputes or inability to secure materials, labor or transportation. In the event of such delay, Marble Systems, Inc.' time for delivery or other performance shall be extended for a period equal to the duration of such delay.

### ASSIGNMENT

This agreement is not assignable by purchaser without Marble Systems, Inc.' prior written consent. Any attempt to assign any rights, duties or obligations hereunder without Marble Systems, Inc. written consent shall be void.

### CONFLICT OF TERMS

It is agreed that sales are made on the terms, conditions and warranties contained herein. To the extent of any conflict, these terms and conditions take precedence over any on buyer's order form. No agreement altering, modifying or extending the terms of this agreement shall be valid unless in writing, duly signed by the parties.

All returns are subject to a 20% restocking charge. No returns after 10 days. Claims must be made within 3 days. Breakage in transit is at buyers risk. Past due balances are subject to a finance charge of 1 1/2% per month (18% annum). Marble and granite are products of nature and therefore subject to variations in color, marking and texture. No cash refund. ABSOLUTELY NO CLAIMS AFTER MATERIAL IS INSTALLED, CUT OR WORKED ON.

Terms and Conditions Accepted

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_