

Stone Dynamics, Inc. ~ Terms and Conditions of Sale and Installation

- 1) All orders for goods and services are final and are not subject to cancellation, modification and/or amendment without express consent and permission of Stone Dynamics, Inc. In the event that the Buyer elects to cancel all or part of the invoice and Stone Dynamics Inc. consents to such cancellation, Buyer shall be charged a cancellation and restocking fee not to exceed 25% of the sale price of the item of items. Such cancellation fee shall be deducted from and funds deposited upon execution of sales.
- 2) Delivery and installation dates are not guaranteed by Stone Dynamics Inc. When goods are ready for delivery and/or installation, Stone Dynamics Inc. shall promptly give notice of delivery to the Buyer. In the event that the Buyer refuses to accept delivery or installation when the goods are ready or within a reasonable time thereafter, the Buyer shall be responsible for the payment of a storage charge and/or re-scheduling fees which shall be added to the balance due and owing under the sale.
- 3) Stone Dynamics Inc. shall not be responsible for damage and/or defects caused by the Buyer's misuse and/or malfeasance, misfeasance and/or nonfeasance in the use and care of the goods.
- 4) Any and all express and/or implied warranties are provided by statute, the uniform commercial code or common law including but not limited to a warranty of fitness a particular purpose or merchantability, unless provided for herein to the contrary, are hereby disclaimed.
- 5) Stone Dynamics Inc. will not be responsible for any and all compensatory and/or consequential and/or exemplary damages as the result of delay in performance, including installation, deliver or shipment of goods or for performance hereunder.
- 6) The Buyer hereby acknowledges that all products offered by Stone Dynamics Inc. are subject to the sustainable variations in color, shading, width, dimensions, texture, shape, finish and consistency and durability. It is understood and agreed that Stone Dynamics Inc. shall not be responsible for any and all damages and/or claims resulting from natural variations in the products or modifications during installation as a result thereof. Likewise, Stone Dynamics Inc. shall not be responsible for discretionary decisions concerning the installation and placement of materials including but not limited to solid surfaces, tiles, inserts, baseboards and grout made by Stone Dynamics Inc. and/or its sub-contractors and /or employees during installation. Stone products, due to their brittle and porous nature, are subject to chipping and splitting and Stone Dynamics Inc. shall not be responsible for such events. In addition, Stone Dynamics Inc. will not be responsible for the removal and/or installation or electrical outlets, related electrical parts, plumbing, or any mechanical services, that may in any way effect the installation and/or removal of solid surface or related products.

- 7) It is agreed that the Buyer or its agent has been afforded the opportunity to inspect goods prior to installation and following such inspection shall be deemed to have accepted the goods in their totality and the natural variations contained herein.
- 8) It is hereby agreed that the Buyer may be exposed to additional charges by Stone Dynamics Inc for sanding, polishing, filing, honing, and/or grinding marble and granite surfaces in accordance with the Buyer's requests following installation.
- 9) In the event the Buyer breaches the terms and conditions of this agreement, Stone Dynamics Inc. shall be entitled to review any and all costs of collection, including attorney fees on the trial court and appellate level. In the event of litigation arising out of this agreement, each party hereby agrees that the venue of such proceeding shall be City of Martinsville, Virginia, and this agreement shall be constructed according to the state laws administered in the state and city of Stone Dynamics, Inc.
- 10) Each party has reviewed and participated in the formation of this Agreement and, accordingly, any rule or construction to the effect that ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 11) For those customers without credit established, monies for initial agreed contract are due in full prior to fabrication of job, with the terms as, 50% due at order, 50 % due at template prior to fabrication. For those customers with established credit and established credit limits, all monies are due in full at 30 days post the installation date. Failure to pay or exceed credit limit will cause in a credit hold to be placed on the account and all shipments froze until payment is received.