

MARMIRO STONES®

CREATED BY NATURE. CRAFTED WITH PASSION.®

MARMIRO STONES, INC. TERMS AND CONDITIONS OF SALE

Marmiro Stones, Inc. agrees to provide you (the “customer”) with the products and/or services (collectively, the “products”) only on the terms and conditions set out below. Any additional terms or conditions proposed by the customer that are inconsistent with or in addition to the terms and conditions set out below are expressly rejected and shall be void and of no effect, unless agreed to in writing by Marmiro Stones, Inc., notwithstanding commencement of performance and/or delivery.

Quotations and prices are subject to the following: (1) All published prices are subject to changes at any time. (2) All prices quoted are exclusive of taxes, license fees, custom fees, duties and other charges. (3) All prices quoted are for products only and do not include delivery, installation, technical data or proprietary rights of any kind, unless otherwise agreed to in writing.

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A 30% non-refundable deposit is needed to hold any in-stock material and a 50% non-refundable deposit for special orders is required unless otherwise agreed upon and documented in writing. Once a deposit is received, we will hold the above material for 2 weeks. Thereafter, a \$25.00 per crate per month fee will apply.

Overdue invoices are subject to late payment charge of 1.5% per month (18% per annum). If for any reason the account is turned over to a collection agent, attorney and/or litigation is necessary, the customer shall be responsible to indemnify and pay Marmiro Stones, Inc. for any and all collection charges, attorney’s fees and costs incurred to collect said payments due through and including any appeal, if necessary. In accordance with our company policy, work/delivery of material on account may be suspended if customer’s account becomes past due.

Note that unless otherwise indicated, all pricing is FOB Marmiro Stones, Inc. New Jersey warehouse. A minimum of 48 hours notice is required for all pickups. Please specify on your purchase order if you will need us to arrange for your material to be delivered and any special delivery circumstances necessary in order for us to arrange the shipment. Claims for delays, damages or lost in transit should be made directly to the carrier responsible for delivering your order. Marmiro’s responsibility ceases once the material has been loaded on the carrier’s truck.

All natural stones have unique natural variations and inclusions. For this reason, all products should be unpacked and inspected prior to installation, as Marmiro Stones, Inc. cannot accept any claims after material has been installed or altered. Please contact our office to request photos or samples from our current lot. All claims & returns must be made within 72 hours after delivery and will be charged a 20% re-stocking fee. If the claim is approved, the material must be returned to Marmiro Stones, Inc. in the same packaging and condition as it was at the time of the initial pickup/delivery. Custom and container orders are not eligible for any refunds or returns. The appearance of the stone in the final product is also affected by the job design, workmanship, sealer, bond pattern, joint finish, and cleaning method. Please refer to the ASTM standards for more specific information concerning stone and paver specifications. Test results are available on our website and hard copies are available upon request.

Measurements and ordered amounts are the responsibility of the customer. Please confirm all measurements and quantities with your installer/contractor prior to ordering. Marmiro Stones, Inc. will not be held responsible for any calculation errors. Any changes or cancellations made once your order has been prepared will be charged a \$50.00 handling fee.

Marmiro Stones, Inc. is not liable for damages or delays in delivery caused by or resulting from an unforeseen and unpreventable event, including, but not limited to, war, civil or political unrest, strikes, shortage of raw material, natural disasters or events of Mother Nature. In the event of any delay in Marmiro Stones, Inc.’s performance due to any cause beyond our reasonable control, Marmiro Stones, Inc. shall have such additional time for performance as may be reasonably necessary under the circumstances.

Marmiro Stones, Inc. has no control over the customer’s selection or use of any stone. Prior to using or permitting the use of our products, the customer must determine the suitability of the products for the intended use and assumes all risk and liability whatsoever in connection therewith. The customer must also determine slip resistance suitability and maintainability, as Marmiro

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Stones, Inc. is not responsible for any losses or damages sustained by the customer, or any other person, as a result of improper installation or misapplication of our products. All natural stone is susceptible to staining and surface wear. Moreover, most, if not all natural stone is inherently susceptible to variation in shadings and markings and can vary from one shipment to another.

Please be advised that each piece of natural stone is inherently unique in nature as to its veining, shading and density and can vary from one shipment to another. Understand that these qualities are inherent in the nature of the natural stone product and are not in any way considered to be latent defects. As such, Marmiro Stones shall not be held liable for said differences from one stone to another and shall not be held liable in regards to any differentiation from technical specifications which cannot be exact when involving a natural stone product as of customer installation.

Marmiro Stones, Inc. and its agents and employees are hereby released from and shall be held harmless against any loss, damage, claim, suit, liability, judgment or expense arising out of, or in connection with, any injury, damage to or loss of any property, or violation of any applicable laws or regulations resulting from, or in connection with, the sale, transportation, installation, or use of our products by the customer or its agents or contractors.

Marmiro Stones, Inc. warrants to the customer that each product will be free from defects in material or workmanship at the time of shipment, and that each product delivered will meet the published specifications for that production or any contractually agreed upon specifications. Marmiro Stones Inc.'s obligation under the foregoing warranty is limited to the repairing or replacing of any product that does not meet this warranty, provided that the product is returned to the Marmiro Stones Inc., transportation charges pre-paid, and provided that upon Marmiro Stones Inc.'s examination, the Product, when tested within the specified ratings and in accordance with good engineering practice, does not meet the warranty contained herein. This warranty does not extend to any products that have been subject to misuse, neglect, or accident, nor shall it extend to material that has been altered outside the Marmiro Stones Inc.'s factory. Claims by customer for defects in quality or quantity are waived by customer if Marmiro Stones Inc. does not receive written notice thereof within 30 days after delivery. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Because of handling costs, Marmiro Stones Inc. reserves the right to assess a restocking charge equal to twenty (20%) percent of the purchase price and other reinspection and packaging charges.

All disputes or other disagreements between the parties pertaining to or arising out of the products sold hereunder shall be governed by the laws of the State of New Jersey. The federal and state courts of the State of New Jersey shall have exclusive jurisdiction of any and all litigation between the parties hereto pertaining to or arising out of the products sold hereunder. Customer hereby consents to the jurisdiction of said courts. However, at the election of Marmiro Stones, Inc., any and all disputes between the parties shall be determined through binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Any such arbitration shall be conducted at the Somerset, New Jersey offices of the American Arbitration Association.

SIGNATURE I, _____ warrant the information shown in this application to be true and authorize Marmiro Stones, Inc. or its representative to investigate the references listed in connection with this application for credit. I verify and represent that I am an authorized agent of the customer empowered to bind said customer to this agreement.

By my signature, I understand, and agree to comply with, all Terms and Conditions as herein stated above.

Company Name _____

Date _____

Signature _____

Printed name _____

Title _____