

TERMS AND CONDITIONS OF SALE

The Purchaser (Customer) hereby acknowledges that, in the event that Island Stone North America (Island Stone), in its sole discretion, agrees to sell to the customer, the following terms and conditions will govern such purchases:

General:

- All orders are subject to acceptance by Island Stone, in its sole discretion.
- Island Stone shall not be responsible or held liable for damages resulting from causes beyond its control or caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, any law, act or regulation of any government body.
- Orders are subject to our ability to ship at the time and in the quantity specified. Island Stone is not liable for damages for failure to make such shipment and is not responsible for delays in manufacturing and supply chain.
- No salesperson or agent has the authority to make any change or binding commitments in addition to, or in conflict with, Island Stone's Terms and Conditions of Sale.
- Prices are subject to change without notice, unless otherwise stated. All quotations terminate after thirty (30) calendar days, unless otherwise stated in writing.
- Island Stone reserves the right to limit or deny the extension of credit to customer at its sole discretion without notice to the customer.

Ordering / Shipping Policy:

- All orders are required to have a purchase order and must be emailed to orders@islandstone.com. No verbal orders will be accepted.
- Receipt of purchase orders will be acknowledged within 24 hours, excluding weekends and holidays.
- Please review the Order Confirmation for any errors and notify Island Stone immediately if errors are found. If customer does not receive a confirmation, or if changes to the confirmation are needed, please email orders@islandstone.com.
- Once an order has been processed by the Island Stone shipping team, Island Stone is unable to make changes. The order is assumed correct and it is considered valid and non-cancellable.
- In stock PO's will ship within 48-72 business hours of processing and tracking information will be forwarded once the product has shipped. Shipping location and the backorder ETA, if applicable, will be listed on the shipping confirmation.
- Island Stone reserves the right to select the carrier for Prepaid shipments unless otherwise specified by the customer. Carriers will be selected based upon performance, reputation, reliability, rates and schedules. Island Stone is not liable for loss or damage of material in transit and is not responsible for delays related to replacement material.
- For all Third Party and Collect shipments shipping via parcel shipping, a \$5.00 per box charge will be added to the shipping cost. For all Third Party and Collect shipments shipping via LTL, a \$15.00 per pallet charge will be added to the shipping cost.

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- Claims for damage or loss on Third Party or Collect shipments should be made directly with the carrier. Island Stone 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 countersigned by the carrier's agent.
- Expedited shipping for factory direct orders will be paid for by the customer. Freight costs are subject to change without notice. In the event of an increase or decrease, the new price will apply on all shipments made on or after the date of the price change.
- Sales are made on a prepayment basis only unless prior credit terms have been arranged with our credit department.
- Any order in excess of \$10,000 will require a 50% deposit prior to shipping from our warehouse.
- Shipment may be held if account is past due or over credit limit.
- Material held in excess of 30 days from receipt of the customer's PO will incur a \$100 weekly storage fee until the material has shipped to the customer.

Payment and Credit Terms Policy:

- Accounts immediately become past due if not paid within the terms stated on the invoice.
- 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 this credit application.
- When credit is granted, Island Stone will charge a service fee of 1.5% per month (18.0% per annum), or the maximum legal rate, whichever is less. The service fee will be assessed on the past due portion of the account. In the event that outside collection efforts are necessary, the undersigned hereby agrees to pay reasonable collection costs, disbursements and attorneys' fees incurred by Island Stone to collect the unpaid balance.
- Customers 90 days past due are subject to being sent to collections.
- Credit accounts may be restricted or rescinded if any account is consistently delinquent.
- Return checks are subject to an NSF fee up to \$30 and could result in suspension of credit terms.
- Customers can make payments:
 - Via the link provided in the order or invoice
 - Via ACH (please contact accounting department for details)
 - Over the phone
 - Send physical checks to our lockbox location
 - Please Pay to the Order of: Island Stone North America
 - Please send payment to:

Lockbox Island Stone North America Inc

P. O. Box 743058

Los Angeles, CA 90074-1751

- Customer agrees to pay all taxes and customer acknowledges that the prices quoted do not include any taxes.
- Customer acknowledges that all claims for shortages (other than those lost in transit) must be made within five (5) days after receipt of shipment or any claim for shortages is waived.
- Customer agrees that receipt of any invoice setting forth the amount owed to Island Stone represents an account stated unless, within ten (10) days of receipt of the invoice, customer objects to the invoice in writing and said written objection is delivered to Island Stone.

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Special Order Policy

- Custom special order material can be ordered with a 200 square foot minimum quantity and a 25% up charge.
- A PO will need to be processed in order to start production along with a 50% non-refundable deposit.
- Island Stone will not accept returns or cancellations for special order material once the deposit is received.
- Customer must confirm correct material received within 72 business hours of receiving the special-order material.
- Returns will not be accepted for any special-order material.
- Island Stone is not liable for any discrepancies after 72 business hours of receiving the material.

RMA and Resolution Policy

- Installation of material constitutes acceptance.
- Any dispute between the parties herein shall be resolved in San Diego District Court and the parties hereto, hereby subject themselves to that Court's jurisdiction.

Cancellation Policy

- Cancellations will be accepted based on fulfilling two requirements; cancellation request was received within 48 hours of placing the PO and the order has not been processed by the Shipping Department.
- If a cancellation request has been requested within 48 hours and the order has shipped, an RMA can be requested to return the product. The RMA is subject to a 25% restock fee, plus freight back to the originating warehouse.
- Island Stone will not accept cancellations for special order material or orders over \$10,000.

Return Material Authorization (RMA)

- All return requests will require an approved RMA to be issued by Island Stone. Island Stone reserves the right to decline RMA requests.
- Island Stone does not accept returns after 30 days from ship date.
- Island Stone does not accept returns on any WSL (While Supplies Last) products.
- All returns are subject to a 25% restock fee.
- Please send RMA inquiries to our Customer Experience team via email at orders@islandstone.com. Island Stone will answer your request within 48 hours of receipt and will either issue an RMA or provide a reason for declining.
- When requesting an RMA, customer must reference their PO number, the reason for the return, and any pictures if applicable.
- If a customer's order shipped via an Island Stone carrier is damaged in transit, please accept the delivery and send detailed photos of the damaged material. In the interest of a prompt resolution, please open all boxes to assess how many pieces are actually damaged for reshipment and claim purposes.
- In the event that an order was mis-entered or mis-shipped, please contact Island Stone via the orders@islandstone.com email within 5 days of delivery and Island Stone will work with you to quickly rectify the issue.
- RMA's are valid for 14 days. If products are not received within 14 days, the RMA will be canceled and no credit will be issued.

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Return Shipping

- Returned materials must be properly packaged to ensure no damage occurs in transit to our warehouse.
- The RMA form or RMA number must be attached to the outside of the shipment and be visible upon check-in for the warehouse to accept the returned material.
- Any shipment without an RMA form or number will be refused.
- Within 72 hours of receipt of the returned material by the Island Stone warehouse, the material will be inspected to confirm it is in good, sellable condition. Any material received that is not in sellable condition will not be included on the credit.
- A credit memo will then be issued to the account within 48 hours after the Island Stone warehouse has checked in the material.

DISCLAIMER

Please inspect all material prior to installation. Installation constitutes acceptance, under all conditions, without exception. It is the responsibility of the Dealer, Contractor, Designer, Architect and/or Project Owner to inspect the material prior to installation. Absolutely no claim will be honored after materials are installed.

Under no circumstances related to any and all claims will Island Stone's responsibility exceed the cost of the material to our customer. The customer acknowledges and agrees that Island Stone's liability for any reason, including, without limitation, negligence or strict liability, shall not include special, consequential or incidental damages and shall be limited to the cost of the products sold by Island Stone giving rise to the particular claim.

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 California. Any dispute between the parties herein shall be resolved in San Diego County District Court and the parties hereto, hereby subject themselves to that Court's jurisdiction and waive any rights to trial by jury. You and any Guarantor further acknowledge and agree that these conditions precedent to and are material inducements to our entering into this agreement with you and any Guaranty with any Guarantor.

I am authorized to sign this contract on behalf of the business I am representing. I have read and fully understand it.

Authorized Signature

Title

Date

Company

