

TRISTATE TILE TERMS AND CONDITIONS OF SALE

PAYMENT TERMS

All invoices are due within 30 days of the invoice date for account customers. Any past due invoices are subject to a 1.5% per month service charge (18% annum). Any accounts over 60 days will be placed on credit hold until the account is made current - including finance charges. A discount of 1% may be taken if the invoice is paid within 10 days of invoice date. The payment must be postmarked within 10 days of the invoice date for discounting purposes.

SPECIAL/NONSTOCK ORDERS

Special container orders require a 6-8 week minimum lead time. All special order material must be paid for whether taken or not, and may not be changed or cancelled once material has shipped from the manufacturer's facility. No returns or credits will be issued on any special order material. A 50% deposit is required at the time of order, with the balance due prior to the material shipping from Reading Rock/TriState Tile.

All special order items must start shipping within 14 – 21 calendar days of arrival to Reading Rock/TriState Tile's warehouse. If remaining product is not shipped within 30 days from the expected ship date, the balance of material will be billed in full and payment will be due upon Reading Rock/TriState Tile's standard terms. Material remaining after 30 days will be subject to a \$15 per pallet, per month storage fee. After 60 days from the date of the invoice, all outstanding invoices for materials will be considered past due and subject to finance charges. No shipments will be scheduled without these invoices paid in full. If materials are not picked-up or delivered within 75 days from the date of the invoice, Reading Rock/TriState Tile may at its discretion, dispose of the materials and hold customer responsible for the costs of such disposal in addition to all outstanding invoices, including storage fees and monthly late charges.

RETURNS/SPECIAL ORDER POLICY

Stock items may be returned within 30 days. Special orders and closeout materials cannot be returned for credit. A 25% restocking fee and any applicable pickup charges will apply.

Reading Rock/TriState Tile will not honor any claims for shading, color, texture, sizing or finish once material is installed. Any such claims must be made in writing before material is installed. All manufacturer product warranties apply to materials that have been installed. Back charges or retainage will not be accepted without written approval.

DELIVERY

Freight rates are subject to change at any time. All freight is shipped using the best method for the corresponding weight. Reading Rock/TriState Tile does not ship with instructions for lift gates, pallet jacks or other methods of unloading unless arranged in advance of the shipment. Pallet jacks, lift gate or forklift services are additional expenses that must be paid in full prior to shipping. Rescheduling deliveries, changing truck requirements or delivery addresses after the material has shipped may result in additional expenses that must be paid before any new arrangements are made.

Occasionally, tile is broken or damaged during the freight process. Tiles damaged during shipment must be reported to Reading Rock/TriState Tile the day the shipment is received. LTL and UPS shipments are subject to the conditions set forth by the freight company. Tile will only be replaced if damaged notation has been made on the Bill of Lading from the trucking firm upon receipt of shipment. Freight companies will not honor damage claims if the damage is not reported in writing at the time the material is received; therefore, all LTL freight must be inspected before accepting material. Any material that must be replaced but has not

been properly documented as damaged will be charged at the regular price including freight. Customer pickups are not subject to damage claims once the material has left Reading Rock/TriState Tile's property.