

## **TERMS AND CONDITIONS REALSTONE SYSTEMS, LLC**

These Terms and Conditions apply to all purchases of any goods from Realstone Systems, LLC (“RSS”).

**SCOPE OF WORK:** RSS is not a contractor and does not perform or contract for the installation of any product. RSS SHALL NOT ASSUME RESPONSIBILITY NOR SHALL IT BE LIABLE FOR A CONTRACTOR’S WORK OR THE INSTALLATION OF ANY OF RSS’S PRODUCTS.

Absent any specific contrary written instructions, generally accepted industry guidelines must be adhered to by you, including, but not limited to, the Tile Council of North America Handbook and the Marble Institute of America Dimensional Stone Design Manual. Be sure you and your installer or other agents are aware of the unique logistical and technical issues associated with any tile or stone purchase, delivery and installation.

**QUANTITIES:** All quantities must be verified in advance of purchase by the buyer’s installer or general contractor. RSS accepts no responsibility for errors in quantities ordered. We recommend that each order include a minimum of 10%-20% overage on any stone or tile product.

**PRODUCT INFORMATION & GUIDELINES:** All tile is subject to variation in shade and size. All tile dimensions given by RSS are estimates only, not precise measurements. Tile and stone conditions are not guaranteed after delivery against chipping, crazing, cracking or wear. All stone must be sealed by you or your agents pursuant to the appropriate sealer manufacturer’s instructions. All stone must be sealed when used in wet environments to minimize water penetration and tile discoloration. RSS strongly recommends you discuss all sealing and other potential preventative treatments with your contractor/installer prior to installation, as RSS assumes no responsibility or liability in this regard.

**CERAMIC/PORCELAIN/GLASS/STONE:** Handmade and machine made tile is subject to irregularities in size, shape, color, warpage, moisture absorption, surface finish, texture and coefficient of friction. These characteristics are not defects in the product but are inherent to the manufacture of these products and are in part what creates their distinctive beauty.

Stone is a natural material. No two pieces of stone are exactly alike. There will be color variation from samples and displays, as well as within your shipment. Each has unique natural variations which may include veining, markings, shadings, inclusions, chips, pits, fossils or other characteristics. These characteristics are not defects in the product but are inherent to these products.

All ceramic, stone, porcelain, and glass products will vary from samples, and from piece to piece.

**BLENDING AND DRY LAY OUT:** Natural stone and ceramic tile require blending, as they naturally vary from piece to piece and across different segments of your order. It is the responsibility of the installer to remove materials from packaging and dry lay out all materials to obtain the customer's approval of the blend before any tile is installed. This procedure is common practice in the installation of tile and stone and helps ensure the beauty of the finished installation. RSS wants our customers to take the steps necessary to be delighted with their finished spaces. Performance of a blended dry layout of your product is a critical step in ensuring optimal results. We recommend that each order include a minimum of 10%-20% overage on any stone or tile product. RSS strongly recommends that you discuss these blending and dry layout guidelines with your contractor and installer prior to installation.

**CUSTOM MATERIALS:** Custom orders for any of our products and materials may not be cancelled, exchanged, or returned for any reason. All sales are final for all custom orders.

**SHIPPING:** All products are shipped via common carrier, not by RSS. Carrier assignments are at the discretion of RSS. Customers may arrange their own shipping. All shipments are FOB Destination (please note FOB requirements below). RSS DISCLAIMS ALL LIABILITY FOR DAMAGE INCURRED DURING SHIPMENT AND ALL CUSTOMER RECOURSE SHALL BE DIRECTLY WITH THE COMMON CARRIER.

**CUSTOMER FOB INSPECTION REQUIREMENTS:**

It is the customer's sole responsibility to verify box count before signing the bill of lading and to note any box count discrepancies immediately on the bill of lading before signing for acceptance of the goods.

Customer and its designated on-site representatives (general contractor, subcontractors, installer, decorator and/or any person responsible to the property owner regarding the installation of the product) must fully open and inspect all merchandise upon delivery to the job-site.

**RETURNS/CANCELLATIONS:** Stocked, non-custom, RSS product may be returned for credit only by the customer which purchased directly from RSS, within 90-days of receipt. Said customer is responsible for freight costs back to the point of origin. All returns are subject to a minimal 10% restocking charge.

There shall be no refunds or returns for custom, made to order, special order products, pillows & other accessories as same may not be returned or cancelled for any reason whatsoever.

Materials sold by full carton must be returned in the original packaging. All returns must be properly packed. Products submitted for return that are received by RSS in broken, damaged or installed condition, will not be credited or accepted. The issuance or denial of credits for returned items shall be at the sole and absolute discretion of RSS.

All returns must be authorized in writing, in advance by RSS. A copy of the Return Material Authorization (RMA) must accompany the return for credit to be issued.

Installed material may not be returned under any circumstance; and without limiting other forms and means of acceptance, any installation, whether full or partial, constitutes full acceptance of all goods.

Materials that have been hand-selected or culled through may not be returned. This includes but is not limited to hearth, cap, and sill pieces.

**CLEARANCE:** Clearance pricing is for in-stock items only.

**WARRANTIES:** RSS EXTENDS NO WARRANTIES BEYOND THOSE STATED IN THE REALSTONE SYSTEMS, LLC LIMITED WARRANTY, A COPY OF WHICH IS AVAILABLE TO ALL CUSTOMERS AND OTHER PERSONS VIA THE RSS WEBSITE ([WWW.REALSTONE.COM](http://WWW.REALSTONE.COM)). SAID LIMITED WARRANTY IS DEEMED TO BE RESTATED AND INCORPORATED HEREIN IN FULL, AND CONSTITUTES A PART OF THESE TERMS AND CONDITIONS. RSS HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. RSS'S MAXIMUM LIABILITY PURSUANT TO THESE TERMS AND CONDITIONS SHALL BE LIMITED TO AND SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND MATERIALS PAID FOR AND RECEIVED BY THE CUSTOMER WHO PURCHASED DIRECTLY FROM RSS.

**DELAYS:** RSS SHALL NOT BE RESPONSIBLE FOR DELIVERY DELAYS CAUSED BY ACTS OF GOD, ACTS OF WAR, STRIKES, ACCIDENTS, BORDER/CUSTOM DELAYS, TRAFFIC, FORCE MAJEURE, NATURAL CATASTROPHES OR OTHER DELAYS WHICH ARE BEYOND THE EXCLUSIVE CONTROL OF RSS.

**BINDING EFFECT:** These Terms and Conditions and the Realstone Systems, LLC Limited Warranty supersede and control over any different or contrary terms provided by customer via purchase order or otherwise. These Terms and Condition and the Realstone Systems, LLC Limited Warranty, which are AVAILABLE TO ALL CUSTOMERS AND OTHER PERSONS VIA THE RSS WEBSITE ([WWW.REALSTONE.COM](http://WWW.REALSTONE.COM)), shall be deemed to have been published to, accepted by and made part of the transaction before any other terms have been discussed between the parties, and shall be deemed to have been incorporated into each and every document in the contract and/or contract formation process, including but not limited to all offers, acceptances, quotes, requests for quotes, bids, orders, bills, invoices and other related documents. By purchasing any products from RSS, each customer and its employees, affiliates, assignees, parents, successors, clients, contractors, vendors and agents are deemed to have agreed that they and their transactions are at all times subject to and governed by these Terms and Conditions and the Realstone Systems, LLC Limited Warranty.

This Agreement shall be exclusively construed in accordance with and governed by the laws of the State of Michigan, without regard to any conflict of laws provisions.

Any suit, action, or proceeding arising out of, or relating to this Agreement and/or the transaction it governs shall be commenced and maintained exclusively in the courts of the State of Michigan, in the County of Oakland, or in the Federal District Court for the Eastern District of Michigan, and each party, customer and/or its employees, affiliates, assignees, parents, successors, clients, contractors, vendors and agents consents to such jurisdiction and venue. The prevailing party in any such proceeding may be entitled to seek recovery from the non-prevailing party its costs, including reasonable attorneys' fees, incurred in connection with such proceeding, upon a showing of good cause.

By placing your order, you agree to be bound by the terms and conditions set forth above, and all other contrary terms are deemed to be null and void unless expressly agreed upon in a writing signed by the most senior officer of RSS.

**THANK YOU FOR CHOOSING REALSTONE SYSTEMS, L.L.C.**