

TERMS AND CONDITIONS OF SALE

1. APPLICABILITY

All sales of porcelain slabs, surfacing materials, and related products ("Products") by MIGHTYSLAB® DISTRIBUTION COMPANY ("Seller") are made subject to these Terms and Conditions of Sale and are expressly conditioned upon Buyer's assent thereto. These Terms and Conditions supersede any prior agreements, representations, or understandings between the parties. Seller will not be bound by any variations, additions, or modifications contained in any purchase order or other document submitted by Buyer. No variation from these Terms and Conditions shall be binding upon Seller unless agreed to in writing by an authorized representative of Seller.

2. ORDERS; ACCEPTANCE; CANCELLATION

No order placed by Buyer shall be binding on Seller unless and until accepted by Seller in writing. Seller reserves the right to reject any order for any reason. Once submitted to Seller, an order may not be changed or cancelled by Buyer unless such change or cancellation is expressly agreed to in writing by an authorized representative of Seller. Any agreement to change or cancel an order may be conditioned upon Buyer paying a change or cancellation charge to compensate Seller for costs incurred, including but not limited to storage, shipping, materials, supplier charges, and disposal costs. ALL SALES ARE FINAL. No returns will be accepted except as expressly provided in Section 4 regarding shipping damage claims.

3. SHIPMENT, DELIVERY, AND RISK OF LOSS

Products may be shipped from Seller's domestic distribution centers or directly from the manufacturer's overseas facilities. Shipping and handling charges will be added to the quoted price. Seller will determine the method of shipment and choice of carrier unless otherwise specified by Buyer in writing. TRANSFER OF RISK: Title to and risk of loss for all Products shall pass to Buyer upon delivery to the carrier at Seller's shipping point (FOB Origin). From that point forward, Buyer shall bear all risks of loss or damage in transit, regardless of the shipping terms or party responsible for freight charges. DELIVERY INSPECTION REQUIRED: Upon receipt of Products at Buyer's facility, Buyer shall immediately inspect all Products for shipping damage, shortages, or discrepancies. Buyer must note any visible damage on the carrier's delivery receipt at the time of delivery.

4. DAMAGE CLAIMS AND INSPECTION PROCEDURES

Buyer must report any shipping damage, shortage, or discrepancy to Seller in writing within seven (7) calendar days of receipt of Products. Failure to provide timely written notice shall constitute acceptance of the Products and waiver of any claims related to shipping damage or shortage. To submit a valid damage claim, Buyer must provide Seller with: (a) Written notice describing the damage or discrepancy; (b) Clear photographs documenting the damage from multiple angles; (c) Copy of the signed delivery receipt noting the damage; (d) Original packaging materials retained for inspection if requested. Seller reserves the right to physically inspect any damaged Products before approving a claim. Buyer shall make the Products and packaging available for inspection upon reasonable notice. Claims for shipping damage are subject to Seller's ability to recover from the carrier or manufacturer. Credit for approved claims shall be issued at Seller's sole discretion and shall not exceed the invoiced value of the damaged Products. IMPORTANT: Products that have been installed, fabricated, cut, or otherwise processed shall be deemed accepted and no claims for damage or defects shall be honored.

5. PRICING AND PAYMENT TERMS

All prices are quoted in U.S. dollars and are subject to change without notice. In addition to the quoted price, Buyer shall be responsible for all applicable sales taxes, use taxes, excise taxes, duties, customs fees, import/export fees, point-of-entry storage fees, and any other taxes, fees, or charges applicable to the purchase. Unless otherwise agreed in writing, payment terms are as follows: the agreed percentage of the invoice amount is due upon notification that Products are ready for shipment or have shipped; the remaining balance is due net sixty (60) days from the invoice date. Past due balances shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum) or the maximum rate permitted by law, whichever is less, beginning thirty (30) days after the invoice date. In the event of default, Buyer agrees to pay all costs of collection, including reasonable attorney's fees and court costs.

6. PRODUCT CHARACTERISTICS AND SPECIFICATIONS

Buyer acknowledges that porcelain slabs and surfacing materials are manufactured products that may exhibit variations in color, shade, tone, veining, pattern, texture, and surface characteristics. Such variations are inherent to the nature of the Products and are not considered defects. Samples provided are for general reference only and do not guarantee exact representation of delivered Products. Buyer is solely responsible for verifying that Products meet Buyer's specifications and intended use prior to fabrication or installation. Seller makes no representation that Products are suitable for any particular application, environment, or use.

7. WARRANTIES AND DISCLAIMERS

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Products are sold "AS IS" and "WITH ALL FAULTS." Any warranties provided by the original manufacturer shall be passed through to Buyer to the extent assignable, but Seller makes no independent warranty regarding the Products. Seller does not warrant that Products will be free from variations in color, shade, pattern, or surface characteristics. Seller does not warrant the performance of Products in any specific application or environment. Buyer acknowledges that the Products have not been tested by Seller for safety or efficacy in any particular application.



MightySlab
Distribution Company

TERMS AND CONDITIONS OF SALE (continued)

8. LIMITATION OF LIABILITY

SELLER'S TOTAL LIABILITY UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL BE LIMITED TO THE LESSER OF: (i) REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR (ii) REFUND OF THE PURCHASE PRICE ACTUALLY PAID FOR THE DEFECTIVE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LABOR COSTS, INSTALLATION COSTS, REMOVAL COSTS, OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE SALE, DELIVERY, INSTALLATION, USE, OR INABILITY TO USE THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyer acknowledges and agrees that the foregoing limitations are an essential basis of the bargain between the parties and that Seller would not have entered into this agreement without such limitations.

9. INDEMNIFICATION

Buyer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, suits, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Buyer's use, fabrication, installation, or resale of the Products; (b) any injury to persons or damage to property caused by or related to the Products after delivery to Buyer; (c) Buyer's breach of any representation, warranty, or obligation under these Terms and Conditions; or (d) any claim by a third party related to Buyer's use or distribution of the Products.

10. RELEASE OF LIABILITY UPON ACCEPTANCE

Upon expiration of the seven (7) day inspection period without timely written notice of damage or discrepancy, Buyer shall be deemed to have accepted the Products in their delivered condition and hereby releases Seller from any and all claims, demands, or causes of action related to the condition, quality, quantity, or conformity of the Products. Upon installation, fabrication, cutting, or any other processing of the Products, Buyer irrevocably releases Seller from any and all liability whatsoever related to the Products, including but not limited to claims for defects, damage, non-conformity, or unsuitability for intended use.

11. FORCE MAJEURE

Seller shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, war, terrorism, civil unrest, labor disputes, supplier delays, transportation disruptions, epidemics, pandemics, natural disasters, or any other circumstances beyond Seller's reasonable control.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any dispute arising out of or related to these Terms and Conditions or the sale of Products shall be resolved exclusively in the state or federal courts located in the State of Texas, and Buyer hereby consents to the personal jurisdiction of such courts. Any legal action arising out of or related to these Terms and Conditions must be commenced within one (1) year from the date the cause of action accrues. Failure to commence an action within this period shall constitute a waiver of such claim.

13. MISCELLANEOUS

Severability: If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. **Entire Agreement:** These Terms and Conditions, together with any written order acknowledgment from Seller, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, representations, or understandings. **Amendment:** These Terms and Conditions may only be amended or modified by a written instrument signed by an authorized representative of Seller. **Waiver:** No waiver of any provision or breach shall constitute a waiver of any other provision or subsequent breach. Seller's failure to enforce any provision shall not constitute a waiver of its right to enforce such provision in the future. **Assignment:** Buyer may not assign any rights or obligations under these Terms and Conditions without Seller's prior written consent. Seller may assign its rights and obligations without restriction.



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