

## **Advanced Architectural Stone Terms and Conditions:**

1. Buyer acknowledges Advanced Architectural Stone is a supplier only and additional terms are necessary for this Purchase Order. In the event there is conflict between terms in this Exhibit and any other sections of the Purchase Order, this Exhibit shall prevail. Buyer acknowledges installation of material is NOT included.

2. Payment terms- A 50% deposit is required at the time of order, with the remaining 50% due before shipment unless credit has been approved in writing. Material will be invoiced when produced.

Where credit terms have been negotiated, shop drawings will be invoiced prior to beginning fabrication. Minimum charge for shop drawings is 10% of project price, subject to change depending on the project.

3. Performance- Seller will deliver materials by dates mutually agreed upon in writing. Changes to the schedule require mutual agreement and may incur a fee if production schedule must change once production has started.

4. Changes- Buyer acknowledges custom specially fabricated materials. Changes may require an additional cost. Changes after fabrication has begun may only be made with Seller written approval.

5. Time- Buyer has received and understands the production lead times for specially fabricated materials. Buyer agrees that lead times must be incorporated into Contractor's schedule and delivery dates mutually agreed upon in writing. Seller is not responsible delays, changes or ANY damages outside of the mutually agreed upon written schedule. Seller expressly rejects any consequential damages for any reason.

Production will not begin until the customer completes all required approvals, including signed proposals/contracts, color choice approvals, drawing approvals, and returning a fully completed Job Information Sheet. Delays in meeting these checkpoints may impact the project schedule and result in additional costs. Advanced Architectural Stone is not responsible for delays caused by late approvals, or late arrival of required paperwork.

6. Retainage- Buyer acknowledges specially fabricated materials and retainage is not applicable to this order.

7. Acceptance- Materials found to be defective or not in accordance with Purchase Order specifications will be repaired or replacement material will be provided by the Seller. No material should be returned to Seller. Installation constitutes acceptance of the material.

8. Termination- Buyer acknowledges specially fabricated materials. Buyer may not terminate for any reason once the Purchase Order is placed. Buyer will be required to pay for all product fabricated, whether delivered or not delivered, and costs incurred. Buyer and Seller agree to first work to resolve any differences in scheduling for best possible success of the project.

9. Indemnification- Buyer acknowledges Seller is a material supplier only and buyer assumes all risk and responsibilities for installation and proper and safe material handling.

10. Liens- Buyer acknowledges lien rights on goods and specially fabricated materials until order is paid in full. If a lien or bond claim is filed, an additional five hundred dollars (\$500.00) will be charged per filing to cover filing fees.

11. Limitation of Liability- In no event shall Seller liability exceed total amount of the Order. In no event shall Seller be liable for consequential, incidental or special damages or lost profits.

12. Warranty- Advanced Architectural Stone warrants all materials and workmanship furnished by it to be free from defects for one (1) year from the Substantial Completion Date. This warranty excludes crazing, efflorescence, soil movement, freeze-thaw conditions, or damages caused by third parties.

13. Storage- Advanced Architectural Stone will store materials on site as a service to the customer for up to 90 days. Storage beyond 90 days may incur storage fees.

14. Freight- Freight costs are subject to adjustment after 45 days from the date of this agreement and may include applicable surcharges.

15. Dark Color Disclaimer- Dark-colored stone is more susceptible to color inconsistencies, efflorescence, and fading over time due to the natural characteristics of the materials and environmental exposure. Advanced Architectural Stone does not guarantee uniformity or resistance to these effects for dark-colored stone and shall not be held liable for any resulting variations or changes in appearance. Customers are advised to consider these factors when selecting dark colors for their project.

16. Title Transfer- Title to the materials transfers upon production.

17. Sales Tax- Buyer is responsible for paying sales tax, if applicable.

18. Performance Bonds- Any performance bonds required for a project will be paid for by the buyer, plus applicable service fees.