

## Terms & Conditions of Sale

Effective January 2, 2006

- A. **All prices are stated in U.S. Dollars per square foot or per piece unless otherwise noted.**
- B. Listed prices are for first choice material only.
- C. POE is delivered to continental U.S.A. coastal port of entry with duty paid. Inland freight from the port to destination is the responsibility of the Distributor.
- D. Full Truckload (FTL) fares are calculated on the basis of 44,000 pounds (must include pallet weight). To obtain FTL pricing a truck must originate from either the Sunnyvale, TX or Florence, AL factory and be completely comprised of materials warehoused at that specific facility.  
FTL pricing is delivered to the Distributor's location by the most economical means. In many cases, this will mean shipping by rail. At the Distributor's request, a truck can be substituted for rail, but any additional freight charges will be charged back to the Distributor.  
Split trucks are sold on a delivered basis plus a minimum of \$150.00 drop off fee (per location - limit 2 stops) when the distance between locations is no greater than 250 miles.
- E. Less Than Truckload (LTL) fares are always calculated FOB Factory (Sunnyvale, TX or Florence, AL), and freight is always the responsibility of the Distributor.
- F. Payment terms on FTL and POE purchases are **1% 15 days, Net 45 days**. Terms on split FTL purchases are **Net 30 days**. Terms on LTL purchases are **Net 30 days**. An interest penalty of 1½% per month (18% per annum; however, this may vary according to state usury laws) will be charged on all invoices remaining unpaid beginning on the 46<sup>th</sup> day from the invoice date (31<sup>st</sup> day on LTL shipments).
- G. There will be a pallet charge of \$7.00 per pallet on all orders.
- H. All orders are subject to availability.
- I. All freight claims related to damaged materials must be noted on the original Bill of Lading and filed within 72 hours to American Marazzi Tile Customer Service on a Shipment Issues Form. The damaged material must be retained for inspection by the appropriate freight carrier.
- J. Product representations made in photographs, catalog, advertisement, sampling and online formats as well as in any other publications are indicative of the product only. Variations in color, finish and size can occur; responsibility rests with the end user to verify the suitability of the material before installation.
- K. Returned material must be accompanied by an approved Return Authorization form and is subject to a **25%** handling charge. Freight for the return is the responsibility of the Distributor.
- L. Products listed in this price list are normally stocked in the U.S.A. On special import orders, please allow 8 to 12 weeks for delivery.
- M. **Limited Warranty / Product Claims:** American Marazzi Tile warrants that its first choice ceramic tile is manufactured according to ANSI A137.1-1988 and meets or exceeds these requirements. If a tile is proven to contain a manufacturing defect, American Marazzi Tile will supply, free of charge, material of compatible color and shade, as determined by American Marazzi Tile. **Labor charges are expressly excluded from this warranty.**  
American Marazzi Tile makes no warranty as to the suitability of its tile for a particular installation. American Marazzi Tile does not warrant that its glazed or unglazed tile will not scratch, chip, or show signs of wear.  
American Marazzi Tile or the American Marazzi Tile Distributor must be notified of any claims or defects as soon as reasonably possible, but in any case, **not later than one year** after the goods have been delivered by American Marazzi Tile. **This notification must be in writing or sent by certified mail.** Claims concerning shade, appearance, caliber, finish or obvious defects in first choice production must be communicated before the tile is installed. **No claims will be accepted for tile already installed or for defects in other than first choice material.**  
American Marazzi Tile specifically excludes liability for consequential or incidental damages except where exclusion of consequential damage is not permitted by state law.  
**This limited warranty shall constitute the full extent of American Marazzi Tile's liability and is in place of all other warranties, express or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.**  
This warranty and the exclusion of implied warranties of merchantability and fitness for a particular purpose does not affect the special warranty provided by the Marazzi Group on Marazzi Enduro® products.