

# TERMS OF SALE

## ORDERS POLICY

All Purchase Orders must be placed via e-mail at [info@materials-inc.com](mailto:info@materials-inc.com) or faxed at 201-968-0555.

Purchase Orders must include a product description (specifications, characteristics, as applicable: type, color code, dimensions, etc.) and quantity. Price will be confirmed with a proforma invoice. We retain the right to refuse any Purchase Orders. No agreement or understanding will be binding unless it appears on the proforma invoice. When applicable, a price quotation together with shop drawings and/or technical drawings and specifications will be submitted for customer's signed approval. Price quotations are valid for 30 days, unless otherwise noted. Production will commence upon approval of order by customer and subsequent pro forma invoice. NO CHANGES are allowed after signed paperwork and deposit are received. Production time is noted in the Quotation/ Proforma Invoice. Shipping time is additional. This executed Terms of Sale Agreement shall apply to all future orders unless replaced by a new Terms of Sale Agreement.

Returns are acceptable ONLY for raw veneers in our current range, in clipped bundles and in sequence within the flitch, WITHIN 10 days of delivery AND subject to a 25% restocking fee. Returns MUST be pre-approved in writing. Returns MUST be in good selling condition in the original packaging and freight prepaid for credit to be issued. ALL other MI products, including custom orders of raw veneers, backed, fabricated, finished or custom products, special orders, including veneer faces, panels and sheets, cannot be returned. See also, Notice and Disclaimer below.

## PAYMENTS POLICY & TERMS

All orders of custom or fabricated products are subject to a 50% deposit, payable by either check or credit card. Credit card deposits cannot exceed \$5,000 and copy of the front and back of the credit card must be submitted with the credit card authorization form. The card holder must sign the Credit Card Authorization Form and the Terms of Sales. A deposit will also apply to Purchase Orders of quantities in excess of our normal stocking levels. There can be no change orders for the fabrication or the specifications of customized products once a Purchase Order is issued. We do not restock custom orders or products fabricated to customer specifications. If the order is cancelled, the deposit will be retained as partial liquidation of damages. Balance is due before shipping by certified, or cashier's check, or wire transfer only.

A Resale Certificate and signed Terms of Sale must accompany all first time purchases.

## DELIVERY & STORAGE POLICY

If buyer does not take delivery upon the arrival of the goods, a warehouse charge will be debited of 3% of the merchandise value per month, or part thereof, from the date the shipment lands at port of entry.

## NOTICE, LIMITATIONS AND DISCLAIMER OF WARRANTIES

It is acknowledged and understood that Materials Inc. ("MI") does not manufacture products. The products distributed by MI are manufactured by third parties to meet standard industry specifications and/or those of the third party manufacturers. Often, the products are custom orders. All products MUST be inspected by Buyer. MI makes reasonable effort to check and match product specifications, colors, species, dimensions, etc., of the merchandise ordered. However, MI cannot guarantee an accurate match. Check merchandise before installation. MI has no control over end products fabricated. It is acknowledged and understood that wood, like all natural products, will alter in color due to exposure to ultraviolet (UV) light and the environment. Different colors and different types of wood are more susceptible to change. Fading and color change of wood surfaces can be reduced but not eliminated by the use of non-yellowing finishes that contain UV inhibitors. Proper post-delivery handling and finishing by the Buyer is critical. All materials, equipment, and workmanship of the Buyer must conform to industry standard practices, conditions, procedures and recommendations. All finishing, installation and fabrication are the Buyers' sole responsibility, unless otherwise acknowledged in writing by Leonardo Fiaschi. Buyer is welcome to order representative samples for independent testing and evaluation before placing an order. Buyer assumes all risks resulting from the use with other substances or in any process.

MI's responsibility shall be LIMITED to replacement of products proven to be defective in material and/or workmanship, or incorrectly shipped, ONLY if claimed and supported with photo-documentation and written communication within 10 days of delivery. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, MI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANDISE. MI SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. MI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY THAT THE MERCHANDISE WILL BE ERROR FREE, TIMELY DELIVERED, OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, MI, ITS AFFILIATES AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, MI SHALL NOT BE LIABLE FOR ANY CLAIMS MADE AGAINST, OR LIABILITIES INCURRED BY, BUYER AS A RESULT OF BUYER'S ACTIONS IN VIOLATION OF THE AGREEMENTS. THE TOTAL LIABILITY OF MI TO BUYER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER TO MI UNDER THIS AGREEMENT.

For disputes stemming from this Agreement and/or related to Orders placed shall have exclusive jurisdiction in the State or Federal Court for Bergen County, New Jersey and such disputes shall be governed by the laws of the State of New Jersey.

## SHIPPING POLICY & SHIPPING CLAIMS RESOLUTION GUIDELINES

All MI sales are FOB, Hackensack, NJ, or FOB Fabrication Site, if applicable, for custom products. We can facilitate delivery by arranging freight by common carrier or other expedited service. Freight charges will be billed accordingly. Packaging charges will apply. An estimate of packaging and shipping charges may be included in the pro forma invoice. Actual charges will appear on the final invoice. Any airfreight charges from our plants, when applicable, will be quoted separately.

We insure all our outbound shipments. We assume NO responsibility for goods damaged in transit. To assure that the contents of your shipment or its packaging are not damaged at delivery, you agree to:

1. Inspect the shipment BEFORE it is unloaded by the carrier;
2. If the packaging appears damaged, sign the Bill of Lading or Delivery Slip indicating that the merchandise will be SUBJECT TO INSPECTION, photograph the damage, and note the whereabouts of the damage.
3. Inspect the shipment again if it is unloaded by the carrier and if damage occurred as a result of the carrier's unloading process, follow the same documentation and overall process set forth herein;
4. Do not repair or install or fabricate damaged merchandise. Do not destroy or discard the packaging
5. Photograph the damage as evidence to file a claim.
6. Failure to adequately describe and report visible or concealed damage within the carrier's guidelines may result in the carrier delaying or refusing to honor Your claim for damages.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_