

Tecstone Terms & Conditions

Methods of Payment: acceptable methods of payment include check, money order, electronic funds transfer (EFT), credit card and automated clearing house (ACH). We cannot accept post-dated checks or cash. Returned checks for non-sufficient funds, or any other reason, will result in an additional charge of \$35 per incident.

Customer Payment Terms:

Net Terms (TERMS) - Our customers who have signed and meet our credit criteria will be granted extended terms to pay invoices up to a specific number of days after the invoice is generated. Financial applications must be filled out to qualify for Net Terms. Terms customers that are past their payment term limit will incur late fees on applicable invoices.

Prepay With Authorization (PPWA) – Customers who are PPWA do not have a line of credit with Tecstone. Rather, they have a credit card on file or have provided us with approval to electronically pull funds from an established business bank account (known as electronic funds transfer or EFT). PPWA customers in all order types will be charged for their orders one day after the documented ship date. The payment method for these customers can only be credit cards or EFT.

Prepay No Authorization (PPNA) – customers who are PPNA do not have a line of credit with Tecstone nor do they have a documented method of prepayment established with Tecstone. As a result, all PPNA customers must pay a deposit on any Non-Stock orders within the P-Code order management process BEFORE any T-Code is created. PPNA customers must pay in full on any Stocked orders BEFORE any T-Code order is created. Our ERP system will prevent any T-Code creation and therefore any shipments from occurring until the payment is received and documented. The payment method for these customers can be check, money order, credit card or EFT. PPNA customers that pay with a credit card will be charged a processing fee.

Any customer can request a review of their payment terms with us at any time to better meet their business needs.

Deposit Requirements - In the case of TERMS and PPWA customers, Deposits are NOT required unless the order value is above \$10,000 for NSNP, NSPR and VEND order types. PPNA customers, Deposits are required during the P-Code status for NSPR, NSNP or VEND order types of any order \$ value. P-Codes must be created to document the deposit needed. Tecstone Purchasing team will NOT place a PO for the NSNP, NSPR or VEND orders until the deposit has been paid. Any P-Code order over \$20,000 in sales value must be reviewed by the Tecstone team to determine what deposit is required and when it is required. Deposits are non-refundable and non-transferrable regardless of P-Code or T-Code status.

NET TERMS & PREPAY WITH AUTHORIZATION (P-Codes)					PREPAY NO AUTHORIZATION (P-Codes)				
Order Value					Order Value				
	<\$5K	<\$10K	<\$20K	>\$20K		<\$5K	<\$10K	<\$20K	>\$20K
STNP	0%	0%	0%		STNP	0%	0%	0%	0%
STPR	0%	0%	0%		STPR	0%	0%	0%	0%
NSNP	0%	0%	50%	Financial Review, Approval & Payment Plan Required	NSNP	10%	25%	50%	Financial Review, Approval & Payment Plan Required
NSPR	0%	0%	50%		NSPR	10%	25%	50%	
VEND	0%	0%	50%		VEND	10%	25%	50%	

Credit Hold – Tecstone holds the right to put any customer on Credit Hold that is not responsive or cooperative with agreed upon measures to pay their outstanding invoice balances that exceed 90 days past due. Credit hold prevents shipments, art proof revisions and any P-Code and T-Code orders from being entered, changed or processed any further. Quotes can still be requested and obtained for customers on credit hold.

Collections - If a customer is on credit hold and/or unresponsive to AR payment attempts by Tecstone. Tecstone holds the right to move a customer to Collections. In addition to the prohibited actions listed for customers on Credit Hold, a customer sent to Collections MUST work through the Collections Agent to settle their account. If the customer attempts to contact Tecstone, we will not take payment nor will we entertain any requests from the customer until their balance with the Collections Agent is paid in full. The customer will be responsible for any attorney's fees and/or collection agency fees.

Pricing – the company's price list is typically published on or around January 1 for each calendar year and is subject to change, without notice.

Estimated Arrival Date – Expected lead times will be indicated on T-Code order acknowledgment represented in the field titled *Est Arrival Date*. This Est Arrival Date is the date at which Tecstone expects to have the materials on hand to produce the order. This date is only an estimate. Tecstone Granite will not be held responsible for delays due to labor strikes, pandemics, natural disasters, acts of God, or other situations beyond our control.

Ship Date - ship date indicates the planned day that the T-Code order will ship out of Tecstone's warehouse for delivery to the customer.

Order Cancellations - The following list of cancellation fees apply to each order type in T-Code status only:

STNP orders that are canceled within 14 days of the ship date will be charged a \$150 restock fee.

STPR orders that are canceled before production is underway and within 30 days before the ship date will be charged a \$150 restocking fee.

STPR orders that are canceled after production is underway will be charged the full order value to the customer.

NSNP orders that are canceled will be charged 50% of the order value regardless of ship date or arrival date.

NSPR orders that are canceled before production begins will be charged 50% of the order value.

NSPR orders that are cancelled during or after completion of production will be charged the order's full dollar value.

Freight / Delivery Charge – the company typically ships products on a per LB rate based on the delivery zip code location. Freight rates per LB are subject to change without notice.

Standard Shipping Charges – All published rates are based on using our preferred carriers. We will try to accommodate requests to use another carrier, however this may result in additional charges above our published rates. Ship dates will be indicated on all T-Code Orders. Ship dates must be requested No Later than 3pm EST, 2 Business Days Prior, unless the customer agrees to pay the expedited fee listed below. Tecstone reserves the right to set the ship date if the order has had a ready status longer than 30 days. Failed delivery attempts will result in an additional charge dictated by the carrier. Requests for "Inside Delivery" will result in a charge above and beyond the regular published freight and up to \$250 per incident. Request for change of delivery destination after the shipment has left our premises will result in an additional charge dictated by the carrier. Any item with one dimension over 72" and/or weighing over 2,800 lbs., may require to be shipped with a flatbed carrier. Additional freight charges may apply. Call for estimated rates. All damage must be noted on the Bill of Lading (BL) for any attempt at claim coverage. All damage claims must be submitted within 30 days of receipt. Transit times vary based on carrier and destination. Tecstone is not responsible for unexpected delays by the carrier. We reserve the right to add a fuel surcharge at any time and published freight rates are subject to change without notice.

Tecstone Express Shipping - Tecstone Express (TSE) shipment process is very different from our Carrier / LTL process. Because TSE is a free delivery service, Tecstone must optimize routes and loads to be as economical as possible. It is for this reason Tecstone will set the ship dates and delivery schedules for all TSE customers. All Tecstone Express T-Code orders will be assigned a DELIVERY DATE at least 7 days in advance. The shipping & receiving department pre-determines all Load Builds and Customer Delivery Dates. TS Express Customers have the following options to modify the delivery date, but they must be requested by No Later than 3pm EST, 2 Business Days Prior to scheduled delivery:

1. Add additional product or request repair pickup
2. Change ship date to your choosing, and we will ship Carrier / LTL or Same Day Next Day (SDND) at standard freight or expedited freight charges.
3. Customers CAN request that their orders get pushed back to the next convenient TSE delivery date. We will hold their orders until our next trip is determined by the shipping and receiving team.

Same Day / Next Day Expedited Shipping Service - Tecstone offers a same day or next day shipment service (SDND). These services have specific cut off times and specifications for delivery. Same Day, Next Day "Fast Ship" cut off times and parameters are as follows.

- SDND can only be applied to T-Code orders that are ready to ship. Any T-Code order that is ready to ship can be pulled forward to ship SDND per the customer's request.
- New T Code orders received before Noon EST can ship out the same day for a \$100 fee (with the pre-approval of the Shipping Coordinator). Prices subject to change without notice.
- New T Code orders that need to ship Next Day can ship the next day if direction is provided before 3:00PM EST for a \$50 fee (with the pre-approval of the Shipping Coordinator). The customer must pay pallet rates and expedite fees. Prices subject to change without notice.

Customer Pickups - Tecstone offers customers the ability to pick up orders if they schedule a pickup time in advance. Pick-up appointment times must be established NO LATER THAN 3:00PM EST 2 BUSINESS DAYS PRIOR to pick up. If the customer changes from having a ship date to wanting to pick the order up, the same cut off time applies based on the original ship date. No Exceptions. If a customer is a Prepay with Authorization or Prepay No Authorization customer, the payment for the pick-up must be processed BEFORE the pickup appointment time is scheduled. If the customer requests to bring a check with them upon arrival, that is acceptable, and a pickup appointment can be made. If a customer shows up unannounced, there will be a \$100 fee applied. If a customer calls 1 day in advance, there will be a \$50 fee applied. Prices subject to change without notice.

Art Design Proofs/Approvals:

Rendering (aka mock-up or concept drawing) - a rendering is a personalized image of a completed memorial, usually in color, showing the stone shape, dimensions, color and the decorative treatments that are to be applied to the stone. The goal of the rendering is to provide the family and Tecstone with a close approximation of the end product. The rendering is needed to start a quote or a pending order. It is not an exact representation of the end product. A rendering must be submitted with a PR (Production Required) order type.

Catalog Art - art designs that can be found in our extensive art collection known as the Art Library. The most popular Catalog art designs are also located in the GOLD program. Images that appear in our Tecstone Design Guide booklet may or may not be considered Catalog art.

Custom Art – any art design that needs to be created by the Tecstone art team because it does not exist in our catalog. Custom art is the property of Tecstone and may not be reproduced without consent.

Production Art Proof – a production art proof is the visual representation of the stencil and etching files that will be used by Tecstone to create the memorial. Unlike the rendering, the production art proofs will only show the items that will travel through our production facility, not all the items that may appear on the customer's Tecstone order. The combination of the rendering and the production art proofs should be used in conjunction to validate the overall design of the monument.

- Production art proofs override any other file on the sales order and therefore the product art proofs are the only files that are necessary for final approval.
- Production art proof creation will not begin until we have received all design details.
- After a production proof is created, Tecstone offers one free of charge production proof revision. Additional production proof revisions will incur a \$54 extra revision charge.
- If we are asked to match an existing stone, we need a rendering as well as the rubbing and photos of the stone we are working to match.
- Production Art Proofs will be issued to customers in a PDF format. This proof will be to scale. The Production Art Proofs will be black and white; except in the case of color laser etchings.
- If a customer insists on a colorized proof, there will be an additional cost of \$75 to create that proof. Be advised, the colorized proof will be back colored using solid colors-not granite textures.
- Customers are fully responsible for the detailed review of all Production Art Proofs. Customers must check all dates and spelling for accuracy.
- Customers should NOT sign the Production Art Proof if changes are needed.
- Production Art Proofs need approved prior to the order moving from P status to T status. Signed pdfs, screen grabs, emails or text messages are acceptable, however, all approvals must include the order number and design revision number.
- Verbal approval is not an acceptable for production art proof approval.

Catalog & Custom Art - At the time of order creation, Customers must specify if they desire "Catalog" or "Custom" artwork. If the customer chooses "Custom" artwork, a charge of \$75 will apply to each requested "Custom" sandblast emblem. The creation of custom laser etched scenes will be quoted based on the estimated time needed to create the scene. Customers must provide clear images of the artwork they want to have created.

Production Lead Time /Rush Fees – Standard expected lead times will be indicated on order acknowledgment. In some cases, an expedited production service may be available. Tecstone offers the following options, subject to acceptance, from time of granite receipt and design approval, Two Week Guarantee for \$214-, or 3-5-Day Guarantee for \$535. Times based on normal working days M-F). Rush fees are in addition to standard order charges. Product will ship the following day after completion. Guarantee lead times do not include delivery transit time. Prices subject to change without notice.

Materials Used – Tecstone provides memorials composed of natural materials such as granite and marble. No two pieces are alike. All natural stone materials are subject to variations in color, pattern and vein distribution. Such variations are not deemed as a defect.

Product Guarantee – Upon request Tecstone will provide a Certificate of Quality. Tecstone Granite USA guarantees the materials we provide will not check, crack, disintegrate or discolor when given proper care and professional installation. This guarantee excludes Lithochrome (paint) areas and any Black granite pieces over 96" or 20 cu. ft., including columbaria and mausoleums. We reserve the right to replace, or repair, any part or parts of the memorial, which is deemed to be defective in either material or workmanship provided by Tecstone Granite. Tecstone will not cover any work not originally provided.

Retention of Title – All goods provided remain property of Tecstone Granite until paid in full and as such, are subject to repossession should the customer default on payment. The customer will be responsible for any additional expenses incurred as a result.

Limitation of Liability – In the event that Tecstone Granite fails to supply goods or services that meet the quality and/or delivery requirements of our customers, our liability is limited to the cost of the goods or services originally provided. In no event shall Tecstone Granite USA be held liable for consequential damages regardless of fault.

Change in Terms – We may, at any time and subject to applicable law, change, add, or delete provisions of the Agreement or terminate your account upon notice to you. Unless prohibited by local law, we may apply any term change to outstanding or future balances of your account. Your signature on your account application constitutes your acceptance of our current and future terms. You may cancel your account at any time with no further obligation upon full payment of your account.

Privacy – We respect our customers' privacy. The information we collect will not be sold or shared with other firms and will be used only by the owners, affiliates, or contractors of Tecstone Granite for legitimate business purposes such as payment processing, debt collection and/or marketing.

Prevalence - These terms and conditions of Tecstone Granite USA prevail over the customers' agreement and/or terms and conditions.

Succession – This Agreement will ensure to the benefit of and be binding upon the Seller and the Purchaser and their respective successors and assigns.

Jurisdiction – This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, including the Uniform Commercial Code and the Seller and the Purchaser hereby agree to the bound to the jurisdiction of the Courts of the State of Ohio.

Definitions:

Tecstone - Where used for Tecstone Granite USA, Ltd., "we", "our", "us", "Tecstone", or "Tecstone Granite" all equivalent. Where used for applicants, "customer", "you", and "your" are all equivalent.

Order Codes:

Pending Order Code (P-Code) - P Code stands for PENDING order code. P-Code orders are NOT a commitment to purchase. The Pending designation indicates that some type of information is still required to advance the order to T code. There is a check box list of information required to complete a P-Code order that is represented in P-Code order acknowledgements.

Transaction Order Code (T-Code) - T Code stands for TRANSACTION code. The Transaction designation indicates that all the information needed to complete the order is documented. All information is in hand to execute the entire order to ship to the customer and invoice the customer. T-Codes are a legal commitment from the customer to pay for the product either before delivery, after delivery or when the services are rendered complete.

Order Types:

Stocked No Production (STNP) - An order type that contains only products that are on our stocked item list, and it requires no production.

Stocked Production Required (STPR) - An order type that contains only products that are on our stocked item list, and it requires production. Production can be sandblasting including porcelain and tile inserts, laser or hand etching, portraits, and bronze. This would also include resizing or reshaping anything that is supplied by us.

Non-Stocked No Production (NSNP) - An order type that contains only products that are NOT on our stocked item list, and it requires no production.

Non-Stocked Production Required (NSPR) - An order type that contains only product that is NOT on our stocked item list, and it requires production. Production can be sandblasting including porcelain and tile inserts, laser or hand etching, portraits, and bronze. This would also include resizing or reshaping anything that is supplied by us.

Vendor Direct (VEND) - An order type where a full or partial container or any other material such as bronze is ordered by the customer and ships directly to the customer by the vendor. This order type cannot ever contain production.

Customer Supplied Production Required (CSPR) - An order type where Tecstone is NOT supplying granite and requires production or repairs. Granite is supplied by the customer.