These Terms and Conditions of Sale apply to the sale and purchase of all products sold by the Company. For the protection of the buyer and the Company, no exceptions to these terms and conditions are valid except when in writing and signed by an executive officer of the Company and an authorized representative of the buyer.

No salesman or agent has authority to make any changes in the Company's Prices, Terms and Conditions of Sale.

The Company reserves the right to sell or not sell its products to any person or party, and the possession of its Price Schedules by any person or party shall not be an obligation on the part of the Company to sell any of its products to the person or party in possession of such Price Schedule.

ACCETPANCE OF ORDER
An order is not valid or binding upon the Company until it is received and approved at the office of Summitville Tiles, Inc., Summitville, OH.

TERMS OF PAYMENT
All remittances must be made to the order of the Company and not to individuals. All sales are made on a cash basis unless credit is extended. Even though credit may be granted at the time of an order, the Company reserves the right to require satisfactory evidence of the buyer's financial responsibility at any time before shipment of an order, and if such evidence is not furnished, the tile ordered will be shipped on a cash basis only.

When credit is granted, the terms are thirty (30) days net. A cash discount of 1% will be allowed for payment fifteen (15) days from date of invoice. Cash discount is not applicable to any extra packing or mounting charges. Finance charges will be assessed on late payments.

For the convenience of buyers who discount bills, invoices dated between and including the 1st and 15th of the month may be paid on the 5th of the same month; voices dated between and including the 16th and the 31st of the month may be paid on the 20th of the same month. The buyer may not cancel an order without the Company's consent. If the Company is unable to make partial or complete shipment or for any delay in making shipments, the Company shall not be liable for and will not recognize any claims made after the start of installation for tile said to be incorrectly sized, shaded, packed, mounted, not matching prior shipment, or otherwise unsatisfactory. Consequently, the Company will not make allowances for labor claims for replacing tile or for other charges.

The Company will, at its option either (1) provide substituted material (without allowance for installation) or (2) refund to buyer the purchase price of defective materials upon their return to the Company. Materials may be returned to the Company at the Company's expense only after inspection by the Company and after receipt by buyer of shipping instructions. The Company shall have no liability whatsoever for incidental or consequential damages resulting from breach of any applicable warranty or otherwise.

The warranties set forth herein are in lieu of all other warranties expressed or implied. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES AND FITNESS FOR ANY PARTICULAR USE.