



# Summitville

## TERMS & CONDITIONS OF SALE

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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.

### ACCEPTANCE 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 20th of the same month; invoices dated between and including the 16th and the 31st of the month may be paid on the 5th of the following month.

Prices are F.O.B. factory, Summitville, OH, Pekin, OH. Prices and freight charges are based on rates effective at time of shipment, unless previously agreed upon.

### DEFINITION:

Wherever used in the following:  
"Company" shall mean  
Summitville Tiles, Inc.  
Summitville, OH.

### TAXES

Any Federal, State, County, or City sales tax now applicable or which may be imposed subsequent to placing the order and prior to date of shipment, shall be borne by the customer.

### GRADE

The tile manufactured and sold by the Company is Standard Grade or Second Grade and will equal or exceed the minimum grade specifications established by the Tile Industry and published in the Recommended Standard Specifications for Ceramic Tile TCA 137.1-1980 (this specification included requirements previously published as United States Department of Commerce specification R61-61 and Federal Specification SST-308b), and will be shipped in sealed packages with quality of tile contained therein clearly indicated on each package.

### COLOR VARIATION

Variations of color and of shades are inherent in all burned clay products, consequently NO claims with respect to color variation will be allowed after material is installed.

Due to the difference in setting, variation, outside light sources, etc. of each individual's computer monitor, colors may present themselves differently than they actually are. Final color selection should always be based on physical samples.

### ORDERS/CANCELLATION OF ORDER/ SHIPMENT LIABILITY

Please check order acknowledgements carefully to make certain your requirements have been properly entered. To avoid delay, send your own list of quantities. All orders are subject to, and contingent upon strikes, fire, accidents, labor or material troubles or rules and regulations of the United States of America or its agencies, or any state, municipal or other lawful authority, or causes beyond the Company's control. The Company shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments.

The buyer may not cancel an order without the Company's consent. If the Company is unable to make shipment of specified quantities at the specified time, the buyer may give notice to the Company by Registered Mail of his intention to cancel the unshipped part of the order within sixty days after the postmarked date of said letter. The part of the order remaining unshipped at the end of said sixty-day period shall be automatically cancelled.

Should any order or part of order accepted by the Company, and the agreement concerning any such order or part be in violation of any Federal or State law now existing or hereafter enacted, such part may be cancelled by the Company without liability for any damages.

Orders for special products may be cancelled only with the Company's consent.

The Company's products, which are manufactured at Summitville, OH, Pekin, OH are sold F.O.B. When the Company receives receipt from Carrier at any of its shipping points, the Company's responsibility ceases and the shipment becomes the property of the buyer, whether or not the Company prepaes the shipping charges.

The Company's products are carefully inspected, packed and delivered to the Common Carrier or Authorized Carrier in good order.

### CLAIMS

It is the buyer's responsibility to inspect the Company's material before installation and if for any reason the material is regarded as unsatisfactory, the Company must be notified before installation is begun. 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.**