

GENERAL TERMS AND CONDITIONS OF SALE

1. **APPLICATION.** These terms and conditions of sale (“Terms”) govern the sale of natural stone slabs and any related products or services (“Goods”) by the seller named on the Order Confirmation (“Antolini”) to the purchaser (“Buyer”), unless otherwise agreed in writing by Antolini. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted such terms. Any modification to these Terms shall be in writing, signed by Antolini.
2. **WRITTEN AGREEMENT.** If there is an executed written contract in effect between Buyer and Antolini covering the transactions specified herein, the terms and conditions of such executed written contract shall govern over any conflicting terms hereof.
3. **DELIVERY, FREIGHT AND PACKAGING.** Unless provided otherwise in the Order Confirmation, the Product will be delivered within a reasonable time after the signing of the Order Confirmation, Ex Works point of manufacture (“Delivery Point”). Delivery dates are approximate and not of the essence. Antolini shall not be liable for any delays, loss, or damage in transit. Antolini will package the Product in accordance with Antolini’s custom and experience. Buyer shall arrange for collection and shipment of the Goods within sixty (60) days from the photo approval or physical inspection of the Goods by the Buyer. If for any reason Buyer fails to accept delivery of any of the Goods, or if Antolini is unable to deliver the Goods on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, Antolini will have the right to implement the remedies described here below. In the event that the Buyer does not collect the Goods at the agreed date of delivery, the Buyer shall be liable for any costs arising from such delay, including storage, insurance and handling of the Goods. If not otherwise agreed, the costs for storage shall be **0.5%** of goods value of the purchase order per month or fraction of month. If the Buyer does not collect the Products by the agreed delivery date, Antolini shall be entitled to terminate the Order, keep any payment advanced by Buyer as liquidated damages, and release the Goods ordered by the Buyer by giving notice of its decision by electronic mail.
4. **SHIPMENT.** Antolini shall deliver the Goods to a carrier for transportation to Buyer's warehouse. All costs of transportation, including insurance for the Goods in transit, shall be borne by Buyer and, subject to the provisions of Section 3, all risks of loss shall pass to Buyer when the Goods are delivered to the carrier.
5. **TITLE AND RISK OF LOSS.** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.
6. **PRICE.** Buyer shall purchase the Goods from Antolini at the price set forth in Antolini’s Order Confirmation (“Price”). Sales tax, value added, property, use, excise, occupational tax or any other Federal, state or municipal tax, duties or surcharges, freight, registration and inspection fees and costs have not been included in the Price, and Buyer hereby assumes and agrees to pay and/or reimburse Antolini for any of the above taxes, duties, or fees arising out of the sale of Goods.
7. **PAYMENT; NO SETOFF.** Unless otherwise agreed in writing by Antolini, the Price is due and payable in full at the invoice due date. All quoted prices are in U.S. Dollars. Payment shall be made to Antolini at the bank account indicated by Antolini in the invoice. Buyer shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permissible under applicable law. A payment is considered to be late thirty (30) days after the invoice due date and interests on arrears will start accruing as of such a deadline. Buyer shall reimburse Antolini for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees and court costs. In addition to all other remedies available under these Terms or at law (which Antolini does not waive by the exercise of any rights hereunder), Antolini shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due and such failure continues for thirty (30) days following written notice thereof. Buyer waives the right to offset any amounts owed to Antolini under any Order Confirmation against any amount that Buyer claims is owed to it by Antolini, whether relating to Antolini’s breach or non-performance of any Order Confirmation or otherwise.
8. **BUYER’S DEFAULT.** In addition to any other remedy available to Antolini, if (i) Buyer defaults in payment of any part of the Price when due, (ii) Buyer fails to perform its obligations under the Agreement, (iii) Buyer becomes insolvent or bankrupt or a petition for appointment of a receiver is filed by or against Buyer, or makes an assignment for the benefit of its creditors, or (iv) Antolini deems in its discretion that collection of the Price

is insecure, then the full amount of the Price then unpaid shall become immediately due at the sole option of Antolini.

9. **LIMITED WARRANTIES. REMEDIES AND DISCLAIMERS.** Antolini expressly warrants that upon delivery, the Goods will conform to the specifications set forth in Antolini's Order Confirmation. Antolini's limited warranty is subject to the following limitations: Buyer shall inspect the Goods immediately upon arrival at the Buyer's destination and shall within ten (10) business days after delivery give written notice to Antolini of any claim for damages, defects or nonconformity. Buyer will be deemed to have accepted tender of the Goods if Buyer fails so to inspect, or fails to give Antolini written notice of rejection, within ten (10) days after the Goods' arrival, which notice shall describe the rejected Goods and the non-conformities or defects upon which Buyer's rejection is based. Failure to give such notice within the stated period shall constitute an irrevocable and unqualified acceptance of the Goods and a waiver of all claims of damage or defect or any other claim. Due to the natural properties of the Goods, all products offered by Antolini are subject to substantial variations in color, shading, texture, finish, consistency and durability and Antolini shall not be held responsible for any and all damages and/or claims resulting from natural variations in the Goods. Antolini makes no warranties that the Goods will correspond to any samples previously submitted to Buyer. Additionally, Buyer understands and agrees that the Goods' thickness may vary within the limits and in accordance with the relevant international industry standards, without this being considered a defect. Any loss or damage to the Goods that occurs during transportation, storage or after the Goods have been accepted shall be the sole responsibility of Buyer. Antolini shall not be liable for a breach of the warranty set forth in this Section 9 if: (i) the defect arises because Buyer failed to follow Antolini's instructions as to the storage, installation, use or maintenance of the Goods; or (ii) Buyer alters or repairs the Goods, including cutting and polishing the Goods, or (iii) the damages occur as a consequence of installation of the Goods.

With respect to any promptly reported Defective Goods, Antolini shall arrange for physical inspection of the claimed Defective Goods and an opportunity to cure. ANTOLINI'S LIABILITY AND BUYER'S EXCLUSIVE REMEDIES AND CURE ARE HEREBY LIMITED TO ANTOLINI'S CHOICE OF ONE OF THE FOLLOWING REMEDIES IN ANTOLINI'S SOLE DISCRETION: (A) THE REPLACEMENT OF THE DEFECTIVE GOODS WITH CONFORMING GOODS AT THE EX WORKS POINT PROVIDED HEREIN, AGAINST DELIVERY OF THE DEFECTIVE GOODS AT THE SAME LOCATION AT BUYER'S COST; (B) THE REPAIR OF ANY DEFECTIVE OR NON-CONFORMING GOODS; OR (C) THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF SUCH DEFECTS OR NON-CONFORMITY. BUYER SHALL BE ENTITLED TO NO OTHER REMEDIES, WHETHER IN CONTRACT, WARRANTY, PRODUCTS LIABILITY, TORT, NEGLIGENCE OR OTHERWISE, EXCEPT AS PROVIDED HEREIN. Buyer acknowledges and agrees that the remedies set forth in Section 9 are Buyer's exclusive remedies for the delivery of Defective Goods. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 9, ANTOLINI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ANTOLINI BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ANTOLINI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (b) IN NO EVENT SHALL ANTOLINI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL INVOICED PRICE OF THE GOODS IN RESPECT TO WHICH SUCH CAUSE AROSE. The limitation of liability set forth in this Section 10 shall

not apply to (i) liability resulting from Antolini's gross negligence or willful misconduct, and (ii) death or bodily injury directly resulting from Antolini's acts or omissions.

11. **FORCE MAJEURE.** Antolini shall not be responsible for delays or failure to fulfill any obligation under the Agreement due to acts of God, strikes, fire, acts of nature, embargoes, currency restrictions, war, terrorism, epidemics, civil riots, shortage of transport, import or export restrictions, government orders, shortage of materials or labor, restrictions in the use of power, restraints or delays affecting carriers, or any other cause beyond Antolini's reasonable control.
12. **CANCELLATION; RETURNED GOODS POLICY.** The approval by Buyer of the Goods and execution of the Order Confirmation constitute a final order. No Product shall be returnable.
13. **TRADEMARK** The Buyer acknowledges Antolini's exclusive right, title and interest in and to the Antolini trademarks and any and all Antolini intellectual property rights pertaining to the Goods. The Buyer shall not take any act or step impairing Antolini's intellectual property rights or do anything that may otherwise adversely affect the Antolini intellectual property rights.
14. **GOVERNING LAW; JURISDICTION.** . This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its conflict of law provisions. The Parties agree that the U.N. Convention on Contracts for the International Sale of Goods (Vienna 1980) shall not apply. Any legal suit, action or proceeding arising out of or relating to this Agreement, its interpretation, performance, or validity may be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the City and County of San Francisco, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. BUYER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY. The prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.