

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 (“Antolini”) to the purchaser (“Buyer”), unless otherwise agreed in writing by Antolini. Any modification to these Terms shall be in writing, signed by Antolini.
2. **DELIVERY, FREIGHT AND PACKAGING.** Unless provided otherwise in the Order Confirmation, the Product will be delivered within a reasonable time after the receipt of Buyer’s purchase order, Ex Works point of manufacture (“**Delivery Point**”). 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 take delivery of the Goods within maximum 60 days from the approval of the material by the Buyer. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed, or if Antolini is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, the seller can withdraw from the contract and request compensation for damages.
3. **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 2, all risks of loss shall pass to Buyer when the Goods are delivered to the carrier.
4. **TITLE AND RISK OF LOSS.** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Antolini a lien on and security interest in and to all of the right, title and interest of Buyer. The security interest granted under this provision constitutes a purchase money security interest under the applicable Uniform Commercial Code.
5. **PRICE.** Buyer shall purchase the Goods from Antolini at the price (“**Price**”) set forth in Antolini’s Order Confirmation. Sales tax, value added, property, use, excise, occupational tax or any other Federal, state or municipal tax, 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.
6. **PAYMENT.** 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 Order Confirmation. Buyer shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permissible under applicable law. In addition to all other remedies available under these Terms or at law, Antolini shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.
7. **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 (iv) Antolini deems 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, and if not paid immediately, Buyer shall return the Goods to Antolini on demand and at Buyer’s sole cost.
8. **LIMITED WARRANTIES.** Buyer shall open the crate and inspect the Goods immediately upon arrival at the delivery destination and shall within ten (10) business days after delivery give written notice to Antolini of any claim for damages, defects or nonconformity. Failure to give such notice within the stated period shall constitute an irrevocable acceptance of the goods and an admission that such goods have been received by buyer in good condition and free of damages. 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 expressly warrants that upon delivery, the Goods will conform to the specifications set forth in Antolini’s Order Confirmation. 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 from the agreed upon measurements, within the limits and in accordance with the relevant international standards, without this being considered a defect.
Antolini shall not be liable 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 or (iii) the damages occur as a consequence of installation of the Goods. With respect to any promptly reported Defective Goods, Antolini will apply a partial or total compensation for the amount of the Defective Goods, to be applied on subsequent invoices. Buyer acknowledges and agrees that the remedies set forth in Section 8(e) are Buyer’s exclusive remedies for the delivery of non-conforming Goods. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 10, 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.
9. **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, or any other cause beyond Antolini’s reasonable control.
10. **CANCELLATION; RETURNED GOODS POLICY.** All the goods approved by the Buyer constitutes a final order. No Product shall be returned to Antolini without prior written authorization from Antolini. In case of breakage of the goods during their return to Antolini, the relevant damage will be charged to the Buyer. Antolini in its sole discretion may apply standard restocking charges for the returned goods value. All goods authorized for return are to be shipped prepaid to Antolini.
11. **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.
12. **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 shall 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 exclusive jurisdiction of such courts in any such suit, action or proceeding. The prevailing party shall be entitled to recover reasonable attorney’s fees and costs from the other party.