CORINTHIAN
CAST STONE, INC

HISTORICALLY ACCURATE | CRAFTED FOR BEAUTY | BUILT TO LAST

TERMS AND CONDITIONS OF SALE

Effective Date: November 30, 2024

1. INTERPRETATION (i) In these Conditions: "Buyer" means the person or entity whose order for the Products is accepted by the Seller. "Conditions" means these standard terms and conditions of sale and includes any special terms and conditions agreed in writing between the Buyer and the Seller. "Contract" means the contract for the purchase and sale of the Products. "Delivery" means the actual or deemed delivery of the Products in accordance with Clause 6. "Delivery Address" means the place where the Products are to be delivered as specified in the Order Acknowledgement. "Products" means the products (including any installment of the products) which the Seller is to supply in accordance with these Conditions. "Specification" means any specification set out in the Order Acknowledgement. "Officer" means Company Secretary, Treasurer, President, Vice President, or other authorized corporate officer. "Order Acknowledgement" means the acceptance in writing by the Seller in response to the Buyer's order, to sell the Products in accordance with the Seller's quotation. "Seller" means CORINTHIAN CAST STONE INC. (ii) Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

2. BASIS OF THE SALE (i) The Seller shall sell and the Buyer shall purchase the Products in accordance with any written order of the Buyer which is accepted by the Seller by way of the Order Acknowledgement, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions. (ii) No variation to these Conditions shall be binding on the Seller unless agreed in writing by an Officer of the Seller. (iii) The Seller's employees or agents are not authorized to make any representations concerning the Products unless confirmed by an Officer of the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed. (iv) Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed. (v) Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS AND SPECIFICATIONS (i) No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until: (a) The order is confirmed by way of the Order Acknowledgement; and (b) The Seller has received a non-refundable deposit as specified in the Order Acknowledgement. (ii) The quantity, quality and description of and any Specification for the Products shall be those set out in the Order Acknowledgement. (iii) Clear architectural intent for all Profiles must be submitted to the Seller PRIOR to beginning shop drawings.

4. PRICE OF THE PRODUCTS (i) The Price of the Products shall be the price quoted by the Seller and confirmed in the Order Acknowledgement. (ii) The Seller reserves the right, by giving notice to the Buyer at any time before Delivery, to increase the Price of the Products to reflect any increase in the cost to the Seller due to any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. (iii) In the event of significant price increases of material, equipment, or energy occurring during the performance of this contract, the contract sum, time of completion and contract requirements shall be equitably adjusted by change order. A price change will be considered significant when the price of an item increases 5% or more between the date of this Contract and the date of manufacture. (iv) All prices are FOB Seller's warehouse unless otherwise stated in the Order Acknowledgement. Where the Seller agrees to deliver the Products elsewhere, the Buyer shall pay all transportation, packaging and insurance charges. (v) The Price is exclusive of any applicable sales, use or other taxes, or duties, which the Buyer shall be additionally liable to pay. (vi) Credit card payments are subject to a 4.0% convenience surcharge. (vii) Fuel Surcharge: A fuel surcharge applies to each delivery, calculated according to the Seller's published rate table.

5. TERMS OF PAYMENT (i) The Buyer shall pay a non-refundable deposit as specified in the Order Acknowledgement. This deposit shall be utilized by the Seller for production processes, materials procurement, and preparatory tasks. (ii) No retainage shall be withheld from any payment due under this Agreement. (iii) The balance of the Price shall be paid according to the schedule specified in the Order Acknowledgement. (iv) Time of payment is of the essence. (v) If the Buyer fails to make any payment when due, the Seller may: (a) Cancel the Contract or suspend deliveries (b) Appropriate any payment for such Products as the Seller deems fit (c) Charge interest at 16% per annum or the maximum rate permitted by New York law (d) Recover all costs and expenses incurred in collecting payment (vi) Returned checks incur a $55.00 fee ($20.00 return check fee plus $30.00 NSF handling fee). After a returned check, only wire transfers will be accepted.

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6. DELIVERY AND STORAGE (i) Delivery occurs when: (a) The Seller's carrier arrives at the Delivery Address, or (b) The Products are made available for pickup at Seller's warehouse, or (c) The Seller notifies the Buyer that Products are ready but Buyer refuses delivery (ii) The Buyer shall provide suitable access for delivery vehicles and is responsible for offloading unless otherwise agreed in writing. (iii) Delivery dates are approximate. The Seller shall not be liable for delays. (iv) The Seller may deliver in installments. (v) Storage Terms: (a) 30 days free storage after fabrication (b) Storage fees apply thereafter at current rates (c) Storage fees must be paid before delivery
7. FIELD MEASUREMENTS AND SHOP DRAWINGS (i) Field Measurement Services: (a) Only included if explicitly stated in Order Acknowledgement (b) Buyer must provide access and machine operators (c) Additional site visits will be billed at current rates (d) If not included, Buyer is responsible for dimensions (ii) Concealed Dimensions: (a) Seller does not probe for hidden dimensions (b) Only accessible, representative areas will be measured (c) Changes due to undisclosed conditions require Change Order (iii) Shop Drawings: (a) Delivered electronically only (b) Must be returned within 15 working days if marked "AAN" (c) Changes after commencement require Change Order
8. SITE QUALITY CONTROL AND ACCEPTANCE (i) Products must be inspected upon delivery (ii) Damages must be noted on delivery receipt (iii) Claims must be filed within 14 days (iv) Installation constitutes acceptance (v) Seller not liable for damage during storage or installation
9. RISK AND SECURITY INTEREST (i) Risk passes to Buyer upon Delivery. (ii) Seller retains security interest until full payment received.
10. WARRANTIES AND LIABILITY (i) Seller warrants Products will meet Specifications at Delivery and be free from material defects for one year. (ii) Warranty excludes: (a) Defects from Buyer's specifications (b) Wear and tear, misuse, improper installation (iii) ALL OTHER WARRANTIES DISCLAIMED (iv) LIABILITY LIMITED TO PRODUCT REPLACEMENT OR REFUND (v) NO CONSEQUENTIAL DAMAGES
11. MOLDS (i) Buyer pays for special molds (ii) All molds remain Seller's property
12. INTELLECTUAL PROPERTY All intellectual property rights vest in Seller.
13. CHANGE ORDERS (i) Required for all changes to dimensions or quantities (ii) Not subject to Buyer's client negotiations (iii) Buyer pays costs from drawing return delays
14. CANCELLATION Orders only cancelable with Seller's consent and upon full indemnification of Seller's losses, including retention of deposits plus 10% liquidated damages.
15. FORCE MAJEURE Seller not liable for delays or failures due to circumstances beyond its control, including but not limited to: (i) Natural disasters (ii) Labor disputes (iii) Material shortages (iv) Government actions (v) Cybersecurity incidents (vi) Pandemics
16. ELECTRONIC COMMUNICATIONS (i) Electronic signatures valid (ii) Electronic communications constitute writing (iii) Email designated address binding
17. GOVERNING LAW New York law governs this agreement.

This document supersedes all prior terms and conditions.

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