

TERMS AND CONDITIONS

To Order

All orders must be faxed to the corporate office at **626.810.0619**, Attn: **Bernard Guieb**. Purchase Orders must include:

- Bill To and Ship To Address
- Purchase Order Number
- Product Name and Item Code
- Quantity and Price

Solistone Commercial will fax a confirmation of order received within 48 hours of receipt, excluding weekends. In-stock orders will ship within 7-10 business days.

We also request that all order quantities be calculated by a contractor or installer and recommend 10% overage on all orders for waste. Accurate calculations ensure that you receive your entire order from one lot and minimizes variation that may be caused by separate shipments.

Order Terms

In Stock

Terms are 2% 10, Net 20. New customers are placed on a pre-paid status, where all orders within the first three months are held for payment. The order will be released upon receipt of payment.

Special Order

All Special Order purchases must be prepaid 100% in full. Production on the order will begin upon receipt of payment. Production time is between 60-90 days, depending on the quantity.

Shipping

All in-stock orders are F.O.B Los Angeles. If your company has a preferred carrier and shipment method, please indicate these details on your purchase order. If you do not have a preferred carrier, Solistone Commercial will shop our selected shipping vendors and provide you with the best available rate. Transit time is 5-7 business days within the continental U.S.

Special Orders can ship directly to your warehouse or jobsite. The following additional charges may apply to both in stock and Special Order shipments:

- \$15 fee per pallet
- Rushed shipments (*i.e.* Overnight Express, Next Day, 2 Day and 3 Day)
- Residential delivery, lift gate, pallet jack and/or call before delivery

Orders less than 200 lbs. will be shipped via UPS or Fed-Ex, unless otherwise specified. Freight companies manage all shipments over 201 lbs.

Displays

Displays will increase visibility and revenue. Available for purchase, we offer a 42 board display with rack that can be placed in multiple configurations.

We also extend a 50% discount on all products purchased to create custom showroom display vignettes. Upon installation, please provide digital photos of your display and a credit to the invoice will be issued.

Sample Requests

Swatch size samples are available at no charge. Typical sizes are 3" x 3" and 4" x 4". We offer a 30% discount on full sheet/piece samples.

Freight charges apply to ALL sample requests. Please provide a UPS, Fed-Ex or DHL account number. All samples will be shipped Ground, unless otherwise indicated. Sample requests must be received by 11 a.m. Pacific Time in order to process an overnight request.

Lead Time

We have a limited stock of every tile in our assortment. Please call prior to sending a PO to confirm availability or inquire about large specifications. All Special Orders are subject to a 60-90 day lead time, unless otherwise specified.

Application

Appropriate application for each product will vary, according to material. Please refer to the specification sheets to determine whether or not products are suitable for interior/exterior, floor/wall, wet applications, etc.

Installation Recommendations

As many of our materials are unique in construction and application, Solistone Commercial provides guidelines for the installation of each collection. We do not provide installation services and as such, customers should contact a professional installer who can provide further recommendations, based on project specifications. We **do not** accept responsibility or liability for installation, sealing or refinishing of any product.

Under **no** circumstances can material be returned, exchanged or refunded after installation.

Cancellation Policy

All cancellation for orders of in-stock material must be received in writing, in order for no penalties to be charged. If your order has not shipped, a full refund will be extended. Once orders have shipped, customer is subject to penalties under the return policy.

If full payment has not been received within 60 days of the initial purchase order date, the order is subject to cancellation and a 25% cancellation fee. Merchandise not shipped within 120 days of the initial order date is subject to a warehouse charge.

Cancellation of a Special Order will result in forfeiture of the material and are subject to 50% of the total production deposit.

Return Policy

No materials may be returned for credit without prior written authorization from Solistone Commercial.

All in-stock materials must be returned within 30 days from the date of the invoice and are subject to a 25% restocking fee, plus freight charges. Materials must be returned in their original packaging. All returns on pallets must be wrapped prior to pickup from the freight company.

All Special Order sales are final. Returns on Special Order items will only be accepted if the product has arrived damaged or defective.

Solistone Commercial must be informed of all damages within 24 hours of the delivery. All damaged items apparent on delivery must be noted on the delivery receipt from the freight carrier.

Under no circumstances will material be returned, exchanged or refunded after installation.

Warranties + Disclaimers

Solistone Commercial warrants that merchandise delivered hereunder shall conform to the description as included on the website and/or catalog.

NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE.

Solistone Commercial shall not be liable for normal manufacturing defects, for customary variations from specifications, or for any imperfections inherent in the material or process used. Solistone Commercial does not guarantee exact matching of color, shade or sizing. In any case, Solistone Commercial shall not be liable for any damages that result from improper installation of the merchandise. Solistone Commercial shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages, lost profits, revenues or data, or losses for business interruption arising out of the purchase and use of its products.