

Terms of Sale

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

This Agreement contains the terms and conditions that apply to customers for purchases from Skipping Rock Imports, LLC (“Skipping Rock Imports”). By offering to purchase product(s) from Skipping Rock Imports, and/or Skipping Rock Imports’ internet website (web address), you are deemed a customer (“Customer”). As a condition of sale, Customer agrees to be bound by and accepts these terms and conditions. These terms and conditions apply (i) unless Customer has signed a separate formal purchase agreement with Skipping Rock Imports, in which case the separate agreement shall govern; or (ii) unless other Skipping Rock Imports standard terms apply to the transaction as noted herein or elsewhere. These terms and conditions are subject to change without prior written notice at any time, in Skipping Rock Imports’ sole discretion.

BY USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SALE.

1. ORDER ACCEPTANCE POLICY

When Customer places an order with Skipping Rock Imports, that order is simply an offer to purchase products from Skipping Rock Imports. Customer’s receipt of an electronic or other form of order confirmation does not signify Skipping Rock Imports’ acceptance of Customer’s order, nor does it constitute confirmation of Skipping Rock Imports’ offer to sell. All orders are accepted in the State of Georgia, United States of America. Skipping Rock Imports reserves the right at any time after receipt of Customer’s order to accept or decline Customer’s order for reasonable cause including but not limited to lack of availability of products, failure by Customer to satisfy payment terms, and/or breach by Customer of this Agreement. If payment has been remitted for the purchase and Skipping Rock Imports cancels Customer’s order, Skipping Rock Imports shall forthwith issue a refund equal to the amount remitted for the unaccepted or cancelled order.

2. PAYMENT TERMS

Terms of payment are within Skipping Rock Imports' sole discretion and unless otherwise agreed to by Skipping Rock Imports, payment must be received or otherwise authorized or secured in a form approved by Skipping Rock Imports prior to Skipping Rock Imports' acceptance of an order. Payment for the products will be made by approved credit card, wire transfer, electronic funds transfer or some other prearranged payment method agreed to by Skipping Rock Imports. Payment will be due prior to shipping the product, or by the payment date(s) specified in writing between Skipping Rock Imports and Customer. Customer acknowledges that all unpaid invoices will bear interest from the due date (which if not specified, is the date the order is shipped) at the rate of 1.5% per month. Skipping Rock Imports may invoice parts of an order separately. Orders are not binding upon Skipping Rock Imports until accepted by Skipping Rock Imports (see Order Acceptance Policy). Any quotations given by Skipping Rock Imports will be valid for the period stated on the quotation. Skipping Rock Imports reserves the right to adjust or cancel quotations as required. All bounced check or NSF fees to be paid by Customer. In such cases, Skipping Rock Imports has the right to cancel the order and to terminate future business with said Customer. Customer agrees to pay attorney's fees of fifteen percent (15%) of the total principal and interest due or actual attorney's fees incurred, whichever is greater, and court costs of collecting or attempting to collect or secure any and all debts which Customer now owes or which Customer may in the future owe Skipping Rock Imports, for goods sold and/or services rendered.

3. SHIPPING

Customer is responsible for all costs related to shipping product to the location specified by Customer. It is Customer's responsibility to provide contact information that allows the shipper to contact Customer when shipment is made. Shipping rates given by Skipping Rock Imports are for standard pick-up and delivery only. Additional storage and/or shipping charges and other warehouse charges will apply if Customer can not be contacted, is not available, rejects the shipment, gave the wrong address, changed their mind, does not have the means to unload or is not prepared to receive product; or if product is redirected upon Customer's request. If Customer fails to cooperate in any way with the shipping of the product, then the Customer is in breach of these terms and Skipping Rock Imports will not be liable for any additional expenses incurred in shipping due to the Customer's failure to cooperate. Skipping Rock Imports contracts third-party shippers and is solely the shipping facilitator. Delivery times must be communicated between Customer and the third-party transportation company.

Skipping Rock Imports is not liable for delays in delivery times. Customers have the right to arrange for their own transportation company. If a shipping rate is quoted at an incorrect rate due to typographical error or error in pricing information received from Skipping Rock Imports suppliers, Skipping Rock Imports shall have the right to refuse, adjust, or cancel any orders placed whether or not the order has been confirmed or whether or not payment has been remitted. If Customer decides to return goods ordered from Skipping Rock Imports, Customer shall arrange for and incur all shipping charges for the material to be sent back to and unloaded at Skipping Rock Imports' warehouse.

4. TAXES

Customers within Georgia are required to pay Georgia State Sales Tax on the cost of the goods, excluding transportation costs. Skipping Rock Imports will automatically add these taxes to the order. Customers are responsible for all sales, use, excise, value-added and other charges associated with the order, however designated, including any duties, clearance charges or other destination charges. If applicable, a separate charge for such items will be shown on Skipping Rock Imports' invoice.

5. TITLE; RISK OF LOSS

Title to product passes from Skipping Rock Imports to Customer upon completion of shipment of product to Customer by Skipping Rock Imports, unless otherwise stated in writing between Skipping Rock Imports and Customer. Any loss or damage to products that occurs during shipping must be filed directly with the transportation company. Loss or damage to products that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Loss or damage to products that occurs during installation is Customer's responsibility. Skipping Rock Imports will never be responsible for costs related to installation or repairs either before a material has been installed or after the fact for any reason.

6. WARRANTIES

Skipping Rock Imports makes no warranties or representations, whether express or implied, on the material it sells, and customer waives any such warranties or representations, express or implied, including but not limited to, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

It is the responsibility of the Customer to seek professional advice and to contract a licensed and insured installer. Skipping Rock Imports may occasionally recommend installers as a convenience to Customer, however Skipping Rock Imports does not employ the Installer and is not liable for the work of the Installer or any advice that the Installer provides. Skipping Rock Imports is not responsible for damages or loss that may occur after product has been installed. Skipping Rock Imports is not responsible for loss or damages arising from installation advice, poor installation or the use of sealers, enhancers or other cleaning products.

7. CLAIMS

Customer is responsible for inspecting freight for shortages or signs of damage immediately upon receipt of goods. Customer must inspect material at the time of delivery, or otherwise waive any right to transportation damage claims. Any freight damage claims must be noted directly on the delivery paperwork and filed directly with the transportation company immediately upon receipt of materials (see 9. "Limitation on Damages"). Skipping Rock Imports is not liable for damages that occur during transportation, but will provide necessary documentation to assist customer with his or her claim with the transportation company.

Skipping Rock Imports ensures that no more than 4% of goods in each shipment will leave its warehouse broken. **INSPECT DELIVERED GOODS IMMEDIATELY.** Customer has five (5) days calendar days from the date of delivery to reject goods as nonconforming. Such rejection must be in writing and must be sent to Skipping Rock Imports via certified mail, return receipt requested. Such rejection shall specify the goods rejected and the specific nonconformity and must be accompanied by the original invoice or other proof of purchase. If the damage is visible while in packaging, then **DO NOT** remove the product from the packaging. Take detailed pictures from several angles and provide those pictures to Skipping Rock Imports along with your written rejection. Also, call the carrier terminal or ask the delivery driver to call the terminal and request a damage report number. Do not

remove the product from the packaging until instructed by Skipping Rock Imports to do so. Failure to reject the goods in strict accordance with this paragraph shall be deemed an acceptance of the goods.

In the unlikely event that the goods are damaged beyond 4% (with the exception of freight damage) and to the extent Customer complies with the requirements contained in the immediately preceding paragraph, Skipping Rock Imports will arrange to either re-ship damaged product (at Skipping Rock Imports' expense) or provide to the Customer a compensation credit for the value of the goods damaged. Skipping Rock Imports may require a photograph or digital image of the damaged or defective product. In some cases an on-site inspection of the product will be required. Failure to cooperate with these requirements will be deemed a waiver of the Customer's rights under this paragraph and Skipping Rock Imports will consider the goods as accepted by the Customer. Customer waives any and all claims for incidental or consequential damages.

8. DISCLAIMER

Skipping Rock Imports does not warrant that the products will be error-free, or warrant that each defect will be corrected. Customer acknowledges that travertine is a natural stone and therefore is not manufactured according to specific requirements or standards. Skipping Rock Imports does not warrant that all products will comply with specific regulatory restrictions imposed by the jurisdiction that the Customer is in. It is Customer's responsibility to ensure that the use of products purchased complies with all local regulations, ordinances, codes, and laws.

9. LIMITATION ON DAMAGES

Skipping Rock Imports DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. Skipping Rock Imports WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF REVENUE OR OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF THEY WERE FORESEEABLE OR IF Skipping Rock Imports WAS ADVISED OF THE POTENTIAL OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, Skipping Rock Imports IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S)

UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION (I.E. WHETHER THE LAWSUIT IS IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE).

10. NATURE OF TRAVERTINE

Natural stone is a product of nature and is therefore subject to natural variation of color, shading, veins, markings and texture from piece to piece. Shade variation is an inherent characteristic of natural stone. No two stones will ever be the same. Samples sent by Skipping Rock Imports are intended to be average representations of the product only. In some instances, samples may display natural color variation from the actual product. Skipping Rock Imports highly recommends and agrees to send, upon request, pictures of the actual lot of Travertine before shipment. We extend no guarantees, expressed or implied, as to exact color, slipperiness, wear resistance, maintenance procedures or installation techniques. All natural stone is subject to some wear and/or scratching over time. Food and other acids may stain or etch the surfaces of some stones. All products are provided in untreated form – no sealer is applied. We recommend sealing Travertine if it is to be installed in a high traffic area.

11. SAMPLES

As a convenience to Customer, Skipping Rock Imports ships 3"x3" and 4"x4" color samples, depending upon availability, of the Skipping Rock Importsed and sold by Skipping Rock Imports. Samples sent by Skipping Rock Imports are intended to be average representations of the product only. In some instances, samples may display natural color variation from the actual product. The Customer will be responsible for the cost of samples.

12. CUSTOM ORDERS

Customers who contract Skipping Rock Imports for custom orders are not able to return the product for any reason and will not be issued a refund. All custom orders, arriving under the contractually specified condition, are Final Sale. The Customer cannot cancel custom orders once fabrication has begun. Any payments and/or deposits paid are non-refundable in the circumstance that the Customer changes their mind. If Skipping Rock Imports has not manufactured the item according to the contract set forth between Skipping Rock Imports and Customer, Skipping Rock Imports shall take full responsibility to fix the order according to the specifications of the contract.

13. CURRENCY

All references to monetary amounts, including prices, on the Skipping Rock Imports Website (the "Site") and in this Agreement shall be in U.S. currency.

14. GOVERNING LAW

This Agreement and any sales thereunder shall be governed by the laws of the State of Georgia and the federal laws of the United States of America applicable therein, without regard to conflict of laws rules. Skipping Rock Imports and customer exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. This Site (excluding linked Web sites) is controlled by Skipping Rock Imports from its offices within the State of Georgia, United States of America. The Site can be accessed from all states within the United States of America, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the State of Georgia, by accessing the Site, the user agrees that all matters relating to access to, or use of, the Site, or any other hyperlinked Web site, shall be governed by the laws of the State of Georgia and the federal laws of United States of America applicable therein. Customer also agrees and hereby submits to the exclusive personal jurisdiction of the courts of the State of Georgia, and that venue is proper in Chatham County. Customer also acknowledges that he or she submits to jurisdiction voluntarily and is responsible for complying with local laws.

15. OTHER DOCUMENTS

Other than as specifically provided in any separate formal purchase agreement between Customer and Skipping Rock Imports, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Skipping Rock Imports.

16. TERMS OF USE

Your access to, and use of the Site is governed by Skipping Rock Imports' Terms of Use. By using this Site, you signify your acceptance without modification of these Terms of Use. The Terms of Use are subject to change without prior notice at any time, in Skipping Rock Imports' sole discretion, so you should frequently review the Terms of Use and applicable policies from time to time to understand the terms and conditions that apply to your use of the Site. In the event of any inconsistency between this Agreement and the Terms of Use, the terms of this Agreement shall prevail.

17. HEADINGS

The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.