

## COSENTINO

### GENERAL TERMS AND CONDITIONS

**Scope and Validity.** These General Terms and Conditions apply to any and all orders placed by customers (hereinafter the "Customer") of C&C North America, Inc. and its distribution subsidiaries, including Cosentino Canada, Inc. and Cosentino Puerto Rico, LLC. (hereinafter referred to as "Cosentino") for the purchase of products distributed by Cosentino (hereinafter, the "Cosentino Products"). By placing an order with Cosentino, Customer agrees to be bound by these General Terms and Conditions.

These General Terms and Conditions are in addition to specific terms and conditions provided for in quotations given to the Customer. However, these General Terms and Conditions take precedence, where appropriate, over other specific conditions. Customer recognizes that these General Terms and Conditions have been made available to Customer prior to commencing any commercial relations with Cosentino. No variations, changes or additions to these General Terms and Conditions shall be binding unless agreed to in writing and signed by an authorized representative of Cosentino.

**No license to resell.** Unless authorized by Cosentino in writing, Customer shall not be allowed to just resale or redistribute Cosentino Products to third parties without any transformation or value added by Customer (meaning Cosentino Products as sold to Customer without further fabrication or installation). Customer shall not manipulate Cosentino's prices or add any margin to Cosentino Products when incorporating them into Customer's services to third parties and billing to such third parties.

**Orders.** Orders shall not be binding on Cosentino unless they are expressly confirmed by Cosentino in writing and, when confirmed, they shall bind Customer to purchase the products ordered. Cosentino reserves the right to refuse to accept any orders placed by Customer in Cosentino's sole and reasonable discretion at any time, for any reason. Customer acknowledges and agrees that (i) Customer is solely responsible for the accuracy, integrity, and reliability of information it submits as part of an order and incorrect or missing information may impact the delivery schedule, costs, and expenses, and (ii) Customer may not cancel or change a confirmed order without Cosentino's prior written approval, and if changes are approved by Cosentino after the order is confirmed, they may impact the delivery schedule, costs, and expenses.

**Prices.** The Cosentino Products shall be purchased by Customer from Cosentino at the prices and on the terms and conditions established by Cosentino from time to time. Cosentino reserves the right to change its prices at any time, in Cosentino's sole discretion. The prices include material only and do not include taxes; additional services by Cosentino such as packaging, transportation and delivery are excluded unless otherwise indicated by Cosentino in writing. Additional storage and/or demurrage charges of \$250 per day may apply if Customer fails to receive the Cosentino Products when delivered by Company. Pricing may vary if delivery times in an accepted order is modified.

**Special Quotations.** A quotation by Cosentino does not constitute an offer and Cosentino reserves the right to withdraw or revise such quotation at any time prior to Cosentino's acceptance and confirmation of an order. Any quotation provided by Cosentino based on plans or drawings provided by Customer shall be based on Cosentino best interpretation of such drawings and shall be adjusted accordantly to actual amounts required based on final drawings, plans and specifications. Quotations shall be adjusted if delivery times are modified.

**Shipment and Delivery.** Special delivery terms shall be defined in Cosentino's proposal or the Order. All shipments of Cosentino Products shall be conducted utilizing Cosentino's standard Bill of Lading and shall be subject to all Terms and Conditions of same. Delivery deadlines agreed to with the Customer may be subject to changes, as all deliveries are subject to product availability, Force Majeure and other logistics constrains. Unless otherwise accepted by Cosentino in writing, risk of loss shall pass to Customer upon the commencement of loading of Cosentino Products at Cosentino's premises.

**Cancellation of container orders.** Container orders are not subject to cancellation. Cosentino reserves the right to accept the cancellation of a container orders at its sole absolute discretion by charging a \$5,000 container cancellation fee.

**Stoking fees.** Orders are non-cancellable. Subject to Cosentino's prior inspection and acceptance at its absolute discretion, stocking items may be returned within ninety (90) days from the date of the delivery. In such case, returns received within thirty (30) days from the date of delivery may be subject to a 25% restocking fee at Cosentino's sole discretion. An automatic 25% restocking fee shall apply for any returns received between thirty-one (31) to ninety (90) days from the date of the delivery. No returns will be accepted after (90) days of delivery.

**Payment.** Payment for the Cosentino Products shall be due as specified in a particular invoice issued to the Customer. If such invoice does not contain payment terms, payment shall be due upon receipt of such invoice. Subject to applicable laws, payments made by credit card shall be subject to a convenience fee of 3%. Consequently, your payment by credit card shall constitute your acceptance of this fee and constitutes an express waiver of any claims with respect to such fee. If Customer fails to make any payments in accordance with any particular invoice, Customer will be in material breach of this Agreement, and Cosentino may seek any remedies available to it under applicable law, including but not limited to, cancelling this Agreement, withholding shipment of any Cosentino Products ordered until said payments to Cosentino are made, and seeking all damages incurred by Cosentino. The Customer further agrees to pay an interest charge of 1.5% per month, or the

maximum amount permitted by applicable law, whichever is less, on all past-due balances. In the event the Customer's account becomes past due and the Customer desires to pay such past due amount on credit, the Cosentino may at its sole discretion, and subject to applicable laws, charge up to a three percent (3%) financing fee or the maximum percent allowed under the law, whichever is less, on the past due balance. Nothing in this paragraph shall limit Cosentino's ability to seek any other remedies available to Cosentino under applicable law.

**Offsets.** Customer shall not have the right to set-off, reduce, recoup and/or credit against amounts owed by it to Cosentino any amount which Customer claims that Cosentino may owe Customer, pursuant to this Agreement or otherwise, including costs, expenses, losses, attorneys' fees, and any damages incurred by Customer. If applicable, Cosentino shall be entitled to offset any amounts owed by Cosentino, against any amounts owed to Cosentino or its affiliates by Customer.

**Lien Rights.** Customer agrees that Cosentino may take all actions appropriate and necessary to preserve any mechanics/material men lien rights to secure the payment of any Cosentino Products sold to Customer including but not limited to the right to lien Customer's and Customer's customers' property. Customer shall, upon demand, promptly provide Cosentino with all relevant information required for such mechanics/material men liens.

**Inspection.** Customer shall inspect the product(s) within three (3) days of receipt thereof. Claims for discoverable defects after such date will not be accepted. Unless Customer notifies Cosentino in writing within three (3) days of receipt of materials of any defects or discrepancies, it shall be conclusively presumed, by Customer and Cosentino, that the product(s) was delivered in good repair, was operable and Customer accepts the product(s) as delivered. In no event will any claims be accepted for any reason after material has been fabricated by Buyer or a third party or installed. Customer understands and accepts that stone and Cosentino Products made from stone are subject to veining and slight variances including but not limited to color, shade, particle structure, surface irregularities, or other variances that naturally occur in the stone and shall not be considered defects. Cosentino shall not be liable for any faults or inaccuracies to the final product due to errors or inaccuracies in materials or information, provided by Customer.

**Product Warranties.** Cosentino maintains express warranties for certain Cosentino Products, available at Cosentino's website ([www.cosentino.com](http://www.cosentino.com)) and a copy of which may be provided to Customer upon request. No other warranties, expressed or implied, oral or written, shall be deemed to have been made by Cosentino. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE MANUFACTURER'S/COSENTINO'S WARRANTIES TRANSFERRED HEREUNDER ARE HEREBY DISCLAIMED BY CUSTOMER AND EXCLUDED FROM ALL PURCHASES. Any alterations, additions, improvements or attachments on the Cosentino Products shall be solely at Customer's expense and risk and is not covered by any warranty.

COSENTINO'S LIABILITY UPON PURCHASE OF THE COSENTINO PRODUCTS IS EXPRESSLY LIMITED TO THOSE RIGHTS CONFERRED ON THE CUSTOMER UNDER THE EXPRESS WARRANTIES PROVIDED BY COSENTINO. IT IS HEREBY AGREED THAT THOSE REMEDIES ARE THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY, AND ANY RIGHT OF THE CUSTOMER TO CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, IS HEREBY EXCLUDED. THE CUSTOMER'S REMEDY AGAINST COSENTINO IN CASE OF NON-DELIVERY BY COSENTINO SHALL BE LIMITED TO REFUND IN THE AMOUNT OF THE PURCHASE PRICE PAID AND RECEIVED BY COSENTINO. COSENTINO SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR INJURY, EITHER PERSONAL OR BUSINESS, OF ANY KIND TO ANY PERSON, PREMISES OR PROPERTY ARISING FROM THE PURCHASE OR USE OF THE COSENTINO PRODUCTS. IN NO EVENT SHALL THE COSENTINO BE LIABLE FOR LABOR, FABRICATION OR INSTALLATION CHARGES FOR WARRANTY CLAIMS RELATED TO THE COSENTINO PRODUCTS.

**Warranty Information and Registration.** Customer shall follow all warranty registration requirements issued by Cosentino, as amended from time to time. Customer shall promptly service all warranty claims made in accordance with the applicable product warranty in effect from time to time. Where Customer serves customers that buy Cosentino Products at Customer's place of business, Customer shall make the applicable warranties available at the point of sale.

**Special Orders.** All custom-made items are considered Special Orders. All Special Orders are non-cancelable and require a 50% non-refundable deposit. Returns are not accepted for Special Orders. Terms specific for Cosentino Fabricated Products also apply for Special Orders.

**Cosentino Fabricated Products.** In the instance that Cosentino agrees to supply Cosentino Products fabricated by Cosentino or Special Orders as defined above, Customer acknowledges and agrees that Cosentino is not performing any field examination or field verification. Any shop drawings prepared by Cosentino may be based on either: (1) construction drawings, specifications and templates provided by Customer and/or its design team; or (2) any supplied construction drawings, specifications, templates, and verified field measurements provided by Customer or any other party and approved by Customer and/or its design team. Final drawings are subject to Customer's or its design team's final verification and approval. Verification and approval of final drawings is the sole responsibility of Customer, and Customer shall rely on such verification and approval to process orders. Consequently, Cosentino strongly recommends that a copy of the shop drawings be provided to the installer of the Cosentino Products and other contractors involved with installation for review and coordination during the approval process. COSENTINO SHALL NOT BE LIABLE FOR ANY FAULTS OR INACCURACIES IN THE COSENTINO PRODUCTS DUE TO ERRORS OR INACCURACIES IN THE DRAWINGS PROVIDED OR

APPROVED BY CUSTOMER OR CUSTOMER'S DESIGN TEAM. LIKEWISE, COSENTINO SHALL NOT BE RESPONSIBLE FOR ANY VARIATIONS OR DISCREPANCIES BETWEEN THE SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS. COSENTINO SHALL NOT ASSUME ANY ADDITIONAL COSTS OR EXPENSES ASSOCIATED WITH THE RECTIFICATION OF SUCH ERRORS, INACCURACIES, VARIATIONS OR DISCREPANCIES. In addition, to the extent that any alteration, addition, improvements, modification, or installation affects the operation of the Cosentino Products, every warranty provided by Cosentino, including without limitation, the implied warranty of merchantability, shall be deemed waived by the Customer and be null and void, and Cosentino shall have no further obligations to the Customer hereafter.

**Third-Party Products.** Ancillary products manufactured by a third party ("Third-Party Products") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Cosentino Products. Third-Party Products are not covered by Cosentino Product Warranty. For the avoidance of doubt, COSENTINO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**Cosentino's recommendations.** Cosentino's mere recommendation as to certain installers, fabricators or other partners for its Cosentino Products does not constitute any guarantee, warranty, or promise regarding the fabrication or installation of same. Cosentino's reference to the terms "Certified Fabricator" or "Certified Installer" are only recommendations or suggestions to Cosentino's customers as to particular fabricators or installers who may have the experience and knowledge in installing or fabricating Cosentino Products. Such reference to those terms or any related recommendations by Cosentino does not entail any particular promotion, assumption of liability, sponsorship, guarantee, warranty, or promise regarding the acts performed by those fabricators or installers. Cosentino specifically disclaims any responsibility or liability relating to the installation, fabrication and/or use of its Cosentino Products and shall under no circumstances whatsoever be liable for any direct, special, incidental or consequential damages which may arise from such installation, fabrication or use thereof. Likewise, Cosentino's recommendation of a specific Third-Party Products to be used with, incorporated, or attached to Cosentino Products for specific applications shall not be understood as assumption of liability, sponsorship, guarantee, warranty, or promise regarding the performance of those systems.

**Fabrication and Installation.** Cosentino is not responsible for the fabrication or installation of the Cosentino Products. Customer understands and agrees that Cosentino shall not be responsible or liable for any damage to individuals or property, including the Cosentino Products themselves, that results from improper installation or fabrication of the Cosentino Products by third parties. Likewise, Cosentino shall not be responsible for the functionality or performance of any Third-Party Products that come incorporated or attached to the Cosentino Products to be used for specific applications. To the extent that any alteration, addition, improvement, modification, fabrication or installation affects the operation of the product(s), every warranty shall be deemed waived by Customer and be null and void, and Cosentino shall have no further obligations to Customer hereafter.

**Misrepresentations.** Customer shall not knowingly misrepresent, nor knowingly permit its shareholders, directors, officers, employees, agents or independent contractors to misrepresent the quality or characteristics of the Cosentino Products or any aspect of Cosentino's operations, affiliates or business relationships.

**Indemnification and Duty to Defend.** Customer agrees to indemnify, defend and hold Cosentino, its affiliated entities and their officers, directors, shareholders, employees, agents, representatives, successors and assigns, harmless from any and all claims, losses, injuries, costs, liabilities or expenses, including reasonable attorney's fees, arising out of or relating in any way to: (1) any negligent act, error or omission or willful misconduct by Customer, its employees, agents, or subcontractors; (2) any resale of the Cosentino Products; (3) the improper fabrication or installation of the Cosentino Products; (4) the improper use, storage, preservation, or handling of the Cosentino Products; (5) the application or disposal of the Cosentino Products; (6) exposure to silica dust and any occupational illness allegedly arising out of Customer's, its contractors' or its direct or indirect customers' cutting, fabrication, sale and/or use of the Cosentino Products, including without limitation their application, handling, storage, fabrication, installation and/or disposal, and any of Customer's alleged actions or inactions, whether negligent or intentional, related thereto; (7) Customer's improper warning or labeling of the Customer's products or Cosentino's Products; and (8) any breach of this Agreement by Customer. Customer further specifically agrees that it will defend, indemnify and hold harmless Cosentino against any and all claims, actions, liabilities, lawsuits, losses, damages, costs and expenses including attorney's fees for any and all claims regardless of whether or not it is caused in part by a party indemnified hereunder. This Section will survive any termination or expiration of this Agreement for any reason.

**Cross-Default.** Any breach or default under this Agreement by Customer shall also constitute a breach or default under any other agreement that may exist between Customer and Cosentino or between Customer and any Cosentino's affiliates ("Other Agreements"), and any breach or default under the Other Agreements shall constitute a breach or default under this Agreement.

**Applicable Law.** These General Terms and Conditions shall be governed by the laws of the State of Florida. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded.

**Safety Requirements.** Customer agrees that it will, at all times, comply with all local, state, federal, and other applicable rules, regulations, ordinances and laws regarding the application, handling, storage, fabrication and disposal of the Cosentino Products, including but not limited to OSHA guidelines, all safety and environmental laws, and all safety and environmental procedures and guidelines specified in this Agreement. CUSTOMER UNDERSTANDS, AND WILL ENSURE THAT ITS EMPLOYEES, SUBCONTRACTORS, AGENTS, CUSTOMERS AND/OR FABRICATORS UNDERSTAND, THAT PROCESSES SUCH AS CHIPPING, DRILLING OR GRINDING OF THE COSENTINO PRODUCTS, ESPECIALLY THROUGH DRY CUTTING, EMITS AIR-BORN PARTICLES, INCLUDING SILICA, THAT MAY CAUSE SILICOSIS OR OTHER OCCUPATIONAL ILLNESS OR HEALTH CONDITION. Cosentino requires that fabricators of the Cosentino Products utilize wet cutting, wet grinding, wet milling, wet polishing, or any other appropriate methods that may avoid the risk of inhalation of air-born particles and silicosis. Customer is responsible to ensure the safety of their employees at the worksite and to implement all appropriate safety measures to avoid the exposure of their employees to silica dust. Customer must refer to the good practices guide and the safety sheets available at Cosentino Safety Space in its website: [osh.cosentino.com](http://osh.cosentino.com).

Customer agrees that the Cosentino Products contain all the proper safety labels required under federal and state law and regulations. Customer agrees that should it receive a Cosentino Product that does not contain a warning label in accordance with applicable law and regulations, it will immediately notify Cosentino within three (3) days of receipt thereof. Customer agrees it will review and follow the requirements set forth herein, and explain the requirements and risks set forth herein to its employees, subcontractors, agents, customers, fabricators and to any other purchaser of the Cosentino Products.

**Compliance.** Customer agrees to comply at all times with Cosentino Compliance Policy, available at its website ([www.cosentino.com](http://www.cosentino.com)). Cosentino reserves the right to modify this policy from time to time. Customer is responsible for getting acquainted with this policy and to revisit it at Cosentino website to ensure full compliance at all times.

**Industrial Property Rights.** Customer hereby acknowledges that the Cosentino Products must be used under Cosentino's registered trademarks, logos, trade names, and/or trade dress (the "Marks"). Customer shall not use the name of any other brand or company in connection with the Cosentino Products, nor shall Customer use the Marks in connection with any other product. The Marks will be used by the Customer solely for commercial purposes. The Customer agrees to not register, or to request the registration of, any Company names, trademarks, tradenames, Internet domain names or any other form of intellectual property similar to the trademarks and tradenames that identify Cosentino in any way that may lead to confusion. Customer's use of the Marks shall be in accordance with Cosentino's (or its affiliates') current policies relating to the use of the Marks and is subject to Cosentino's prior written approval. Customer has no other rights in the Marks or other intellectual property rights owned or licensed by Cosentino or their affiliates. Customer shall not use any of the Marks as part of its corporate name, including any prefix, suffix or other modifying words, terms, designs or symbols. Customer shall not in any way in any of its advertising or promotions or otherwise, whether in written or verbal form, directly or indirectly, disparage the Marks, nor negatively compare the Cosentino Products with any other product, as to price, quality or otherwise, including but not limited to the Cosentino Products.

**Partial invalidity.** Should any of the clauses of these General Terms and Conditions be declared invalid or partially invalid in any of the jurisdictions in which they apply, the clauses not affected will remain in full force and effect.

**Force Majeure.** Cosentino will not be liable for any damages resulting from delays in performance or failure to perform under this Agreement due to causes beyond its reasonable control, including without limitation, changes in international, federal, state, or local law or regulations, embargoes, wars, acts of God, labor disruption, any restrictions or restraints imposed by laws, orders, rules, regulations or acts of any government or governmental body or authority, civil or military, shutdowns, pandemics, supply chain constrains, fluctuating market conditions that may affect the availability or supply of Cosentino Products, unexpected customs expenses, or substantial price escalation on Cosentino Products.

**Entire Agreement.** This document and any proposal issued by Cosentino ("Agreement") constitute the entire Agreement between Customer and Cosentino. The Agreement is intended as a complete and exclusive statement of the parties' terms and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. COSENTINO HEREBY REJECTS ANY AND ALL ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER, OTHER BUSINESS FORMS OR ANY ATTEMPTED MODIFICATIONS OF THE AGREEMENT'S TERMS AND CONDITIONS. No agent, employee or representative of Cosentino has any authority to bind Cosentino to any affirmation, representation or warranty concerning the product(s) sold. No waiver of any provision of the Agreement shall be deemed to have been made unless set forth in writing and signed by the parties hereto. Waiver by Cosentino of any provision hereof in once instance shall not constitute a waiver as to any other instance.