

**Terms and Conditions of Sale**

**Quotations:** All prices are subject to changes at any time and all quoted prices are exclusive of taxes, license fees, custom fees, duties and other changes. All prices quoted are for products only and does not include delivery, installation or fast freight.

**Orders:** We request that all orders be placed in writing by fax or e-mail. All orders must be paid in full within **15 days** from date of pickup or delivery. All new clients in the state of New Jersey should provide Life's Tile & Stone with a filled out ST-3 form if they wish to be exempt from being charged sales tax. Once an ST-3 form is submitted it will be kept on file and it becomes the client’s responsibility to collect sales tax. You can obtain this form from our accounting department if needed. Orders must be placed at least 24 hours prior to client pick-up. Life's Tile & Stone is not responsible for any measurements given by the customer. Once the order is given we consider it final. $100 handling fee will be applied on any changes made after the order is prepared. Orders will not be shipped to accounts that are past due. There is a late payment charge of 1.5% per month for overdue invoices. Please specify type of shipment on your purchase order such as delivery, pick up or third party shipping.

**Prices:** Prices are subject to change without notice. All sales agreements and orders are contingent upon and subject to strikes, accidents, delay of carriers, quarry conditions and all other causes beyond our control, to which Life's Tile & Stone will not be held responsible. All prices are FOB to our Lodi, NJ warehouse and DO NOT Include delivery.

**Order Quantities:** All interior products may be purchased by the square foot/by the piece except for French pattern Sets which come in 8 sq ft bundles and can’t be broken. All pavers must be purchased by the crate/pallet and will not be broken. Partial crates will not be sold. Pool Copings/Treads and Veneers may be purchased by the piece and by the square foot respectively. Life’s Tile and Stone does not have any minimum order requirements beyond these parameters however we strongly recommend smaller order quantities be picked up to save on shipping costs.

**Custom Orders:** All custom orders require a 50% non-refundable down payment prior to backordering. A 50% deposit is required to hold any in stock item. All orders paid must be picked up from our warehouse within 2 weeks. Thereafter, $25.00 charge will apply per month for holding the material. No refunds or exchanges applied on custom orders. There are NO refunds on deposits under any circumstance.

**Freight Policy:** All delivery charges are the client’s responsibility and may be done via UPS, Fed-Ex a Life’s Tile & Stone vehicle, or a third party freight company. Each order’s delivery charge is subject to change based on the size of the order and the method of shipping used. All order’s delivered via a vehicle owned by Life’s Tile & Stone will be charged a minimum of $25 and will increase based on the distance, tolls, and size/weight of the delivery. Life’s Tile & Stone will gladly provide each client with a customized shipping cost based upon order frequency, order size, and method of delivery. Orders less than $200 value should be picked up from our warehouse. Pick up time is between 9 am to 4:00 pm. Life's Tile & Stone is only responsible for loading and to deliver the materials to the address specified on the purchase order. Customers are responsible for unloading unless alternate arrangements made in advance and agreed upon. Life's Tile & Stone is not responsible for damages or delays in delivery caused by or resulting from an unforeseen and unpreventable event such as shortage of raw material, natural disasters, accidents, holidays...etc. All container orders are made through a third party and subject to change in price depending on the distance.

**Freight Charge for INTERIOR ORDERS ONLY amounting below $200-** no delivery, please pick up from our warehouse at 80 F Industrial road, Lodi New Jersey 07644

**$200- $500 :** $40-$55 to 50-80 mile radius from Lodi, NJ.

**$500-$2000 :** $30-$40 to 50-80 mile radius from Lodi, NJ

**$2000+ :** free deliveryto 50-80 mile radius from Lodi, NJ

Any location farther than 50-80 mile radius, please contact our office at 973-472-0022 for further arrangements These charges are valid until otherwise is stated. Please check when placing an order every time.

**Third Party Shipping:** Life's Tile & Stone may ship out all the orders via a third party carrier and will not be responsible for any damages caused by them. Life's Tile & Stone has an account with UPS & Fed-Ex for all the other carrier companies, pick-up must be arranged from our warehouse and Life's Tile & Stone must be informed at least an hour prior to the pick up. We accept all UPS & Fed-Ex account numbers to be charged as well. Customer is responsible for the freight charges. Orders placed before 2 p.m. will be shipped out on the same day when possible. Any orders later than 2 p.m. will be shipped out on the next business day.

**Claims:** Claims for delays, damages due to shipping or lost in transit should be made directly to the transportation company. Life's Tile & Stone responsibility ceases upon loading of the materials onto the shipping company's vehicle. After installation, the stone's appearance is subject to and affected by many factors, all of which are outside of Life's Tile & Stone's control. No claims will be allowed after materials have been cut, worked or installed. Some examples of these outside factors include but are not limited to work, sealing/enhancing, bonding agent, joint finish, cleaning methods...etc.

**Returns & Replacements:** Life's Tile & Stone does not accept returns under normal circumstances. In any cases where return is applicable or if there is a discrepancy in the material, billing, or otherwise, Life’s Tile & Stone must be contacted in writing within 5 days from date of material pick-up/delivery AND obtain return authorization from Life's Tile & Stone. Once return authorization is obtained the customer then has 7 days from the date the return authorization is issued to return the material. Life’s Tile & Stone is not responsible for return shipping expenses. NO material will be accepted back after it has been cut or installed. There are NO returns or refunds on custom orders, container orders and/or complaints based on coloring, variation and veining. All returned items must be in the same packaging and condition as it was at the time of the initial pick-up/delivery.

Replacements are given upon the confirmation that the defect of the material is caused by the supplier not the user. Replacement pieces should not exceed more than 10% of the overall square footage purchased. Replacement pieces should be requested within 2 weeks after the sale is done.

**Restocking Fee & Refunds:** All accepted returns (under exceptional cases) are subject to a 25% restocking fee and prepaid freight. Credit Card refunds will be refunded after deducting the credit card commission fee charged by the bank.(3% for majority of the credit cards)

**Variations:** Please note that travertine, marble and all the other natural stone materials are products of nature and are subject to variations in color, marks and texture. All natural stones are quarried from the earth and are therefore subject to variation and veining. Therefore, Life'stile& Stone will not accept any claims or returns regarding materials natural variations, coloring and veining.

**Samples**: All samples are subject to a charge at regular list pricing unless otherwise agreed upon. Sample requests should be submitted in writing. Samples provided may vary from the materials delivered. Shipping charges for samples are the customer’s responsibility.

**Displays:** Life’s Tile & Stone will provide sample boards, stands, and material upon request. Upon delivery all of these items remain the property of Life’s Tile & Stone and can be inspected or removed in whole or in part from the premises at any time for any reason with no prior notice. If for some reason a client would like some or all of these items removed they must notify us in writing a minimum of 2 weeks prior to removal date. These items must not be altered or destroyed in any way from their original condition when dropped off or the client will be subject to the material and labor costs associated with replacing the damaged items. All interior displays and samples will provided free of charge. All exterior material and samples will be provided free of charge except outdoor display racks. An outdoor display rack will be subject to a charge which will act as a credit to be deducted off the clients first order.

**Individual Consumer/End Customer Policy:** Life’s Tile & Stone is a trade only / business to business company. We DO NOT deal directly with our client’s customers unless specific arrangements are made. All visits by end customers to our warehouse must be pre-arranged, approved, and are done by appointment only. A representative from our client’s company must accompany the end customer to this appointment with NO exceptions. Life’s Tile & Stone will not discuss pricing with individual/end customers without express permission to do so. Our exterior price list MSRP pricing is our suggestion to you as to what to charge your customers. These prices are meant to be suggestive only and do not take into account geographic location, competition, or profit requirements.

**Warranty and Disputes:** Life's Tile & Stone Guarantees the customer that eachmaterial sold is free from defects and under warranty for up to 3 years under normal conditions such as climate changes, please refer to our ASTM Standards test results for more information on our website. Any damage caused other than nature is subject to investigation and approval to be covered under warranty. Customers must determine slip resistance suitability and maintainability as Life's Tile & Stone is not responsible for any losses or damages sustained by the customer or any other person, as a result of improper installation or misapplication of our products.

**All disputes or other disagreements between the parties pertaining to or arising out of the products sold hereunder shall be governed by the laws of the State of New Jersey. The federal and state courts of the State of New Jersey shall have exclusive jurisdiction of any and all litigation between the parties hereto pertaining to or arising out of the products sold hereunder.**