



GENERAL TERMS AND CONDITIONS

Customer agrees to the following terms and conditions (“Terms”), which govern the Customer’s order (including any subsequent amendments, revisions, or change orders, the “Order”) and all invoices from G.S. Harris Co., Inc. or its affiliates (hereafter, “Supplier”) unless expressly disclaimed in a writing signed by the Parties. Customer and Supplier are referred to herein as the “Parties”.

1. Stone materials provided by Supplier are a custom order and as such cannot be returned. Once the Order is placed by the Customer or Customer accepts delivery of materials from Supplier, all sales are final, and no refunds will be given.

2. Supplier will deliver materials included in the order (the “Order Materials”) to Customer within 90 days of Supplier’s receipt of the Order, unless an earlier delivery date is specified on the Order or mutually agreed upon by the Parties. Customer agrees that the delivery location identified on the Order will be available to accept delivery of the Order Materials at any time between the date of the Order and 90 days.

3. If delivery by Supplier is delayed beyond 90 days due to unavailability of materials, or from acts or events beyond the reasonable control of Supplier (including acts of war, terrorism, acts of God, natural disasters, fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations, embargoes, riots, sabotage, governmental acts, failure of the internet, power failures, energy interruptions or shortages, other utility interruptions, or telecommunications interruptions), such that Supplier’s performance will be slower than 90 days, then Supplier shall not be in breach, but shall use reasonable commercial efforts to promptly perform. The Parties agree to meet and confer on a reasonable time frame for performance.

4. Customer acknowledges and agrees that Supplier does not provide engineering services, plan review, or advice on installation technique. Customer is advised to obtain test samples of the Order Materials and to consult qualified experts to determine whether the Order Materials are a fit for the intended use and to determine the proper installation technique.

5. The Order, including these Terms, represent the entire agreement between Customer and Supplier with respect to the Order described herein, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, written or oral, regarding the order. Any different or additional terms or conditions proposed by Customer are material alterations and are excluded and rejected by Supplier. These Terms prevail over any different or additional terms or conditions submitted by Customer in connection with the Order. The Order may not be amended except in writing that specifically states that it amends the Order and is executed by both Parties.

6. Customer expressly agrees and acknowledges that the payment terms outlined in these Terms govern the Order and that this is *not* a “pay when paid” or “pay if paid” agreement. Customer is responsible to make full and timely payment according to the terms of the Order regardless of any issues with its funding or budgeting for the project, and regardless of whether it is able to sell the structure being built.

7. Supplier makes no warranty, express or implied. All other materials are sold “as-is.” Customer expressly acknowledges that natural stone materials are a product of nature, and as such, may contain variations in color, texture, and mineral composition. These variations are what give natural stone its unique beauty and character and are not considered defects or flaws. Variations and inconsistencies in the material’s appearance are expected and accepted as part of the natural stone’s charm. Customer has been advised that attempting to match the color or texture of an existing project may result in excessive waste or unintended result. Customer has also been advised that when using multiple packages of natural stone product, it is necessary to blend the contents from multiple boxes to ensure consistent color, size, and texture appearance on the project. Supplier is not responsible for any defects or damage caused by Customer or third parties during use or installation, nor is Supplier responsible for any defects or damage resulting from Customer’s storage or movement of delivered materials.

8. Customer’s sole and exclusive remedy for any claim against Supplier with respect to the materials provided under the Order will be the correction by Supplier of any material defects or deficiencies therein, provided that Customer notifies Supplier in writing prior to installation or no later than 7 days after delivery, whichever is earlier. In the absence of such notice, the materials and services will



be deemed satisfactory and accepted by Customer. In furtherance of the limitation of remedies described in this Section, the Parties acknowledge and agree that Supplier will not be liable under this Order for any consequential, incidental, exemplary, special, punitive, or other extraordinary damages (including increased costs or loss of business), regardless of whether either Party was aware of the possibility of such losses or damages. In no event will Supplier be liable for any loss of profit or revenue by Customer or for any other consequential, incidental, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the materials or services provided under the Order, whether in contract, tort, or otherwise, even if Supplier has been advised of the possibility of such loss or damage.

9. Customer represents and warrants that all payments made to Supplier pursuant to the Order are for funds allocated to this project and that Customer has the right and authority to use said funds for the payments required by this Order. Customer's payment with funds from a different lot, project, or construction loan shall be a breach of this agreement.

10. Customer's breach of any of the Terms herein shall be grounds for immediate termination of the Order and any related agreement without further notice or opportunity to cure. Interest at the rate of 1.5% per month (18% per annum) will be charged on all past due invoices and accounts (with a minimum \$25.00 charge). In the event any amounts are referred to an attorney or third-party debt collection agency for collection, Customer agrees to be responsible for all collection costs, reasonable attorney's fees, court costs, lien fees, and a collection fee as allowed by Utah Code § 12-1-11.

11. This Order and the Order Materials provided to Customer hereunder are governed by Utah law. Customer understands and acknowledges that Supplier conducts its business activities within the State of Utah. Customer represents and acknowledges that it has acquired materials from Supplier in the State of Utah and has made continuous and systematic contacts with Supplier in the State of Utah and further, that by placing the Order and agreeing to these Terms, it is deemed to be transacting business within the State of Utah such that the courts of Utah may exercise jurisdiction over it regarding any issues arising out of the Order. In addition, Customer hereby consents to the jurisdiction of the courts in the State of Utah and agrees that any dispute relating to the Order or to the Order materials provided hereunder shall be brought exclusively in Utah's Third District Court, or in the United States District Court for the District of Utah. Customer expressly waives any objection to jurisdiction and venue which they otherwise may have for any such lawsuit.

12. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVES ITS RIGHT TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF THE ORDER.

13. Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under Order without Supplier's prior written consent. Customer shall remain responsible for all obligations and liable for all acts or omissions of any of its permitted subcontractors.

14. Customer agrees to defend, indemnify, and hold harmless Supplier from and against any and all claims, causes of action, demands, or liabilities arising from or relating to Customer's use of any service or material provided by Supplier.