

ARTISTIC TILE

BRINGING ART TO LIFE

150 E. 58th STREET
 NEW YORK, NY 10155
 TEL: (212) 828 2222
 FAX: (212) 828 4242

QUOTE

SO ORDER #: 0544908
 ORDER DATE: 12/16/2011
 CUSTOMER #: XXXXXXXXXX
 SALESPERSON: CAROLINE CHOY-SHAN

Sold To:
XXXXXXXXXX
 New York, NY 10155

Ship To:
 New York, NY

CUSTOMER P.O.	SHIP VIA		F.O.B.	TERMS: BALANCE DUE PRIOR TO DELIVERY		EXPIRATION DATE	
						12/16/2011	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACKORDER	PRICE	SIDEMARK	AMOUNT
	S/F	40.000	0.000	0.000	10.500		420.00
CHAMPAGNE HONED 12"X24"X3/8" STRAIGHT EDGE 11 LBS PER PC							
	S/F	202.500	0.000	0.000	8.063		1,632.76
DOVER WHITE 3X6X5/16 GLOSS FIELD 0.125 SF/PCS 7.50 SF/BOX							
VENDOR REF: DOVWHIT36							
							10.00
PACKING CHARGE							

ROUTE TRUCK DELIVERY - ANY OTHER METHOD WILL INCREASE FREIGHT CHARGES

READ PRIOR TO SIGNING:

Thank you for choosing Artistic Tile. Quotes/sales order prices are valid for 30 days from quote/sales order date. Please inspect your shipment immediately for size, color, shade, finish or defects. Claims for product defects, shipping damage, or shortage must be made w/in 48 hours of receipt. Installation of material constitutes acceptance. Installed material of any kind is not refundable. Client specifically & knowingly waives any & all warranties, including, but not limited to the warranty of merchantability. Shade & nominal size variations are natural characteristics of tile & stone; actual material may differ in shading from samples. Special orders are non-cancellable, as well as non-returnable. Artistic Tile stocked items may be returned for credit within 90 days of receipt, while non-branded Artistic Tile product is subject to a 35% restock charge, if accepted for return. All returns incur freight costs billed to the customer. Before signing this sales order, review the full Conditions of Sale that follow separately. Your signature will confirm you acknowledge & accept the Conditions of Sale. A signature on a quote confirms it as a sales order.

Net Order:	2,062.76
Freight:	115.00
NY-N.Y.CITY-8.875 % - Sales Tax:	193.28
Order Total:	2,371.04

SIGNATURE: _____ DATE: _____

Now that you are part of the Artistic Tile family, become our friend. Fan us at www.facebook.com/ARTISTICTILE

Conditions of Sale

12/13/2010

Thank you for choosing Artistic Tile as the provider of your luxury tile & stone. Please read & sign our Conditions of Sale prior to purchase, & be sure you & your installer or other agents are aware of the unique logistical & technical issues associated with any tile or stone purchase, delivery & installation. This document is a contract, so reading it carefully & asking your Artistic Tile associate if you have any questions will ensure a worry-free experience.

Scope of work: Artistic Tile, Inc. is not a contractor & does not perform or contract for the installation of any product. As a courtesy to its clients, upon request Artistic Tile, Inc. will provide a list of local licensed contractors & tile installers. This list shall serve as a recommendation only. Absent any specific instructions, generally accepted industry guidelines must be adhered to, including, but not limited to, Tile Council of North America handbook & Marble Institute of America Dimensional Stone Design Manual.

Quantities: All quantities must be verified in advance of purchase by the buyer's tile installer or general contractor. Artistic Tile, Inc. accepts no responsibility for quantities ordered. However, as a service to our clients, once you have selected your design, our associate will provide you with takeoff quantities for estimating purposes, & will make every attempt to directly contact the installer for the final specification quantities of each item.

Product information: All tile is subject to variation in shade & size. All tile measurements are nominal. Tile & stone are not guaranteed after delivery against chipping, crazing, cracking or wear. All stone & crackle glaze ceramic tile must be sealed.

Ceramic/porcelain/glass: Handmade & machine made tile is subject to irregularities in size, shape, color, warpage, moisture absorption, surface finish, texture & coefficient of friction. These characteristics are inherent to the manufacture of these products & are in part what creates their distinctive beauty.

Stone is a natural material. There will be color variation from samples & displays, as well as within your shipment. No two pieces of stone are exactly alike. Each has unique natural variations which may include veining, markings, shadings, inclusions, chips, pits, or fossils.

We recommend that each order include a minimum of 20% overage on any tile product.

Blending and Dry Lay Out: Because of their nature which includes multiple types of variation, natural stone & ceramic tile require blending. It is the responsibility of the installer to dry lay out all materials & obtain the customer's approval of the blend before any tile is installed. This procedure is common practice in the installation of tile & stone & helps ensure the beauty of the finished installation.

Artistic Tile, Inc. wants our customers to be delighted with their finished rooms, so the above mentioned factors should be considered by the customer prior to making the purchase decision.

Payment Terms: Payment in-full, with tax & freight, is required prior to delivery. Payment in-full on orders of \$2,000 or less is required at time of sale.

Stocked material:

- ❖ Must be paid in-full 30-days after initial deposit.
- ❖ Material not in stock at time of deposit must be paid in-full 30-days from product receipt at our warehouse.
- ❖ Orders for stocked goods are not cancelable after 60-days.

Custom material:

- ❖ Due to quick lead-time, full payment is required at time of sale on Artistic Tile in-house production and custom glass orders.
- ❖ Custom orders are not cancelable, exchangeable, or returnable after placement.

Artistic Tile, Inc. will store completed paid in-full orders free of charge until delivery is scheduled for up to 4-months after order placement. After 4-months, storage fees are billed \$25 per pallet per month.

All materials & payments will be forfeited if delivery is not taken within one year.

Shipping: All products are shipped via common carrier, not by Artistic Tile, Inc. All Shipments are FOB Destination (please note FOB requirements below)

Freight: Freight and packing charges are added to Sales Orders/Invoices

FOB Inspection Requirements:

- ❖ Be careful to verify box count before signing the bill of lading & note any box count discrepancies immediately on the bill of lading before signing it.
- ❖ You and/or your on-site representatives (general contractor, subcontractors, installer & any person responsible to the property owner regarding the installation of the product) must fully open & inspect all merchandise upon delivery to the jobsite.
- ❖ In the event that any discrepancy or concealed damage is discovered, you must notify the carrier & Artistic Tile, Inc. in writing within 48 hours of delivery. Artistic Tile will make claim directly with the carrier within 48 hours of delivery. Artistic Tile, Inc. will not be responsible for reimbursement on claims denied due to client's failure to note exceptions, nor client's failure to notify us within 48 hours from delivery date nor due to a client representative's negligence.

Returns/Cancellations:

- Artistic Tile branded stocked items may be returned for credit within 90-days of receipt. Client is responsible for freight back to the point of origin.
- Materials sold by full carton must be returned as such in original packaging.
- All returns must be properly packed. Tiles received that are broken, damaged or installed will not be credited.
- Custom, made to order, or special order products are non cancelable & non returnable.
- All returns must be authorized in advance by Artistic Tile, Inc. A copy of the Return Goods Authorization must accompany the return for credit to be issued.
- Installed material is not returnable; installation whether full or partial constitutes acceptance.
- Material that has been hand selected or culled through may not be returned.
- All material that is Non-Artistic Tile brand is subject to a 35% restock charge plus freight back to point of origin. These materials may not be returned to our Secaucus, NJ warehouse for credit. Please consult with your Artistic Tile associate to determine if any of the items you have selected are non-stock prior to purchase.

Warranties: Artistic Tile, Inc. extends no warranties beyond the manufacturers' warranties. Any & all warranties are waived, including, but not limited to, the warranty of merchantability. Artistic Tile, Inc. bears no responsibility beyond the price paid by the customer or materials received by the customer.

Delays: Artistic Tile, Inc. shall not be responsible for delivery delays caused by acts of God, strikes, accidents, border/custom delays, traffic, natural catastrophes or other delays which are beyond our control. Artistic Tile, Inc. reserves the right to delay the processing of this order until the order form and/or the credit card charge receipt have been signed.

This [Agreement] shall be exclusively construed in accordance with and governed by the internal laws of the State of New Jersey, without regard to any conflicts of laws provisions. Any suit, action, or proceeding arising out of, or relating to this [Agreement,] must, and exclusively shall, be commenced and maintained in the Superior Court of the State of New Jersey, County of Bergen, or in the Federal District Court for the District of New Jersey, located in Newark, New Jersey, and each Party consents to such jurisdiction and venue. Service of process in any such suit, action, or proceeding shall be deemed sufficient and binding if served by certified mail at the addresses set forth at the beginning of this Agreement. The prevailing party in any such proceeding, or in any proceeding filed to enforce the terms of this Agreement shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

What your signature means: By signing this order client agrees that it accurately reflects the buyer's wishes. All changes or revisions to this order must be in writing, & a new order form reflecting those changes must be signed before changes or cancellations will be processed. Thank you for choosing Artistic Tile.

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