

# TERMS OF SALE

**Binding Effect:**

The following terms and conditions shall apply to any and all orders between DeVinci Cast Stone, LLC., hereafter identified as DeVinci and the purchaser(s) henceforth identified as the Customer and shall not be waived, modified or amended without the express written consent of DeVinci.

**Pricing:**

All published prices are subject to change without notification. Product pricing does not include installation or shipping charges. Each proposal includes product pricing, installation, and all applicable tax freight and shipping charges. DeVinci will deliver a proposal guaranteeing pricing for 30 calendar days. Any changes made after an order has been placed are subject to additional fees. Product pricing includes loose anchors, patch kit and/or other specialty items listed under installation accessories. The Customer shall make full payment for the goods, including installation if the Customer chooses to have DeVinci's personnel install products. DeVinci requires that all payments be made before delivery or shipment.

**Deposit:**

DeVinci requires a deposit equal to 50% of the product price before production begins. The outstanding balance, along with any applicable tax and transportation charges, is due before delivery or shipment. If for any reason an order is canceled before production, a charge-back to the Customer equal to 20% of the product cost will be assessed. No refunds are available after production has begun.

**Payments:**

The following credit cards are accepted: American Express, MasterCard, Visa, and Discover. Customers may follow the link on our online invoice form or provide credit card information via telephone (DO NOT send credit card information via email). DeVinci also accepts cashier, personal, and business checks. All returned checks are subject to a \$35.00 service fee. For specific volume purchases, the establishment of a DeVinci account is required.

**Finance Charges:**

Past due accounts will be charged a finance charge at the greater of the periodic rate of one and one-half percent (1.5%) per month, which is an annual percentage rate of 18%, or a periodic rate not to exceed the maximum rate allowed by state law.

**Shop Drawings:**

Shop drawings shall be initiated only after the proposal has been agreed upon and signed by the Customer, and all payment requirements are met. The completions of the drawings are contingent upon receiving accurate and timely information from the client. All precast items are made according to approved shop drawings. The Customer's careful reviews of these drawings are a must. All changes to approved drawings will be performed at an additional cost.

**Production Time:**

Before fabrication, a contract must be fully executed, and deposit received. When ordering the Customer will need to allow a minimum of 6 to 8 weeks for delivery after approval of the quote and sketch with color & finish selected. Color & finish selection must be in writing and noted on the customer approval block on the sketch and sent back to DeVinci before production.

Custom orders will require longer production and lead times, and shipping or delivery quotes are estimates only. Scheduling is an essential part of every project. DeVinci intends to fulfill every requirement of our customers. The Customer's prompt attention to all correspondence is the best way to avoid scheduling problems. Orders are processed in the sequence they are received; orders cannot be expedited. With this in mind, DeVinci suggests that orders be placed well in advance.

**Holding:**

Upon completion of the product, DeVinci will bill 100% percent of the contract amount (less deposit), to be paid within fifteen (15) days of invoice, after which time finance charges will begin to accrue. If the Customer is unable to accept delivery upon the manufactured completion date, DeVinci will hold orders for up to six weeks provided that the balance is paid in full. After that, DeVinci will charge \$250.00 monthly for storage. Storage fees for products having an outstanding balance remaining will begin to accrue fifteen (15) days after invoice.

**Installation:**

Product installation is available within the State of Oklahoma and subject to our standard installation procedure. Acceptance of DeVinci's installation proposal includes rights to take photos representing the scope of our product for advertising.

### **Shipping with DeVinci's Trucking:**

Delivery dates change daily with the signing of new projects. Please schedule your project as soon as possible to obtain the delivery date desired. Each proposal will contain a cost per delivery and the number of required trips quoted to ship your order. If the Customer requests an early delivery of partial orders, the extra charge will be billed at the noted cost per each shipment. If DeVinci's Trucking is used to deliver orders, the risk of loss passes to Customer once the order(s) are provided (removed from the transporting vehicle).

### **Shipments/Handling and Charges (for orders requiring common carrier delivery):**

All orders are produced and shipped from our plant in Oklahoma City, OK. The Customer is responsible for all freight charges. It is required that all shipping and handling charges be prepaid. Claims for lost or damaged material in transit must be filed directly with the freight carrier. All shipments are packed on wooden pallets and secured with foam and plastic wrap within cardboard crates to avoid damage. Extra crating may be required on some items, and these costs will be quoted in advance. The risk of loss passes to Customer once the order(s) is delivered to the common carrier. DeVinci is not liable for damage caused by common carrier.

### **Delivery Note:**

When shipping by common carrier, the truck driver will not remove crate(s) off the truck. DeVinci always requests vehicles with lift gates; however, this is not still possible. Please have two or three men and/or appropriate lifting equipment available to unload from the transport vehicle's tailgate. Please furnish DeVinci a contact name and phone number to which the tracking information can be sent to help control delivery at the Customer's end. Again, the risk of loss is with the Customer at the time of shipment. DeVinci is not liable for damage which occurs at the time of delivery or unloading. Additional information is available in DeVinci's Shipping and Receiving documents.

### **Damage in Shipment:**

All claims for apparent or concealed shipping damage must be reported in writing immediately to DeVinci. Save all broken stone and all packaging material. Please note that photographs of damage may be required after proper notification. Damage must be reported within twenty-four (24) hours of delivery. If DeVinci determines that the damage was the result of packing or crating, DeVinci will replace any damaged or broken stones at no charge to the Customer, usually within ten working days. For more information, please see DeVinci Cast Stone's Transportation Disclaimer.

### **Colors:**

Our standard colors are White, Soleil, Pearl, Buff, Limestone, Dark Buff. Our finishes include smooth and an old-world Travertine texture. The smooth finish is available in each color, while you will need to contact a DeVinci representative to see if your desired mantel is available in our Travertine texture. Cast stone will have naturally occurring variations in color, formation, and matrix inherent as with any natural product. Subtle variations in material enhance the beauty of our creation. Please consult your design professional or contractor for guidelines on what are acceptable variances in the finish from any sample provided.

### **Understanding Your Type of Firebox:**

DeVinci Cast Stone is solely a supplier of "non-combustible" fireplace mantels and surrounds. Our technical services provide only information for the "size, fit, and anchoring" of our product. The responsibility for constructing the fireplace itself must remain with the builder, sub-contractor, or homeowner in meeting the requirements of all federal, state, and local codes, and any restrictions imposed by the manufacturer of prefabricated fireplaces. Qualified craftsmen should construct conventional masonry fireplaces and inspect for conformance to current "Life Safety Code" guidelines. Should there ever be any doubt of the safety of your installation, we recommend you consult your local fire department for guidance.

*The National Fire Protection Association offers free access to its codes and standards for consumers. Please reference NFPA 211 at [www.nfpa.org](http://www.nfpa.org).*

### **Limitation of Liability:**

**DEVINCI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, LOST PROFIT OR SIMILAR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO DEVINCI'S SALE OF THE MATERIALS TO CUSTOMER.** In no event shall DeVinci's aggregate liability to Customer arising out of or in any way associated with DeVinci's purchase of the Materials to Customer exceed the Price of the Materials

### **Governing Law:**

These terms and conditions and the sale of material are issued and executed as contracts made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with Oklahoma law.

***Dispute Resolution, Jurisdiction:***

Any dispute, controversy, or claim arising out of or related to the sales of the Materials by DeVinci shall be settled by arbitration held in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect except as specifically provided herein. Any arbitration shall take place in Oklahoma City, Oklahoma. Each party shall submit to the in personam jurisdiction of the federal and state courts of Oklahoma County, Oklahoma for purposes of the proceeding and for confirming and entering judgment on any such award. Any customer irrevocably waives any claim of inconvenient forum.

***Limited Warranty:***

All products are warranted to be free of any major design flaws and material defects for a period of one year from the date of delivery. Please note that material defects are excluding natural color variation typically inherent in the production of cast stone. Any defective product will be replaced. **DEVINCI MAKES NO WARRANTY OR EXTENDS NO GUARANTEE OF PERFORMANCE, EITHER EXPRESSED OR IMPLIED, BEYOND THAT GIVEN HEREIN, INCLUDING ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PURPOSE.**



4520 S. MacArthur Blvd. OKC, OK 73179  
P/ 405.680.5600 F/ 405.680.9314  
DEVINICASTSTONE.COM