

TERMS OF SALE



Binding Effect:

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

Pricing:

All published price lists for DCS products are subject to change without notification. Product pricing does not include installation or shipping charges. Each proposal includes product only, unless otherwise stated in separate line items on the proposal. Shipping, Installation, and taxes owed will be identified separately from product prices and are not included in the quoted price unless explicitly stated. DCS will deliver a proposal guaranteeing price agreement for 30 calendar days, provided the product description, quantity, and size remain exactly as they were at the time of proposal. As changes are made to the proposal, pricing will also be subject to changes. 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 provided by DCS in DCS installation manuals. The Customer shall make full payment for the products prior to shipment or customer pickup.

Deposit:

DCS requires a deposit equal to 50% of the total quoted price before production begins. The outstanding balance, along with any applicable tax and transportation charges, will be due before shipment or pickup. Orders are not considered placed and lead times do not begin until deposit payment has been received. 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 of deposit 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). DCS also accepts cashiers, personal, and business checks. All returned checks are subject to a \$35.00 service fee. For specific volume purchases, the establishment of a DCS 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:

Upon agreement of contractual price by DCS and the Customer, shop drawings detailing the dimensions and features of the product to be produced shall be provided by DCS to the Customer for approval. 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, and as such, DCS is not liable for any design inconsistencies that are the direct result of client miscommunication or error in review. All changes to approved drawings after order placement 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 weeks for delivery after the date of order placement (see requirements/terms for order placement). Color & finish selection must be in writing and noted on the customers approved sketch and sent back to DCS before production. Custom orders will require longer production and lead times. Shipping estimates for custom orders are not guaranteed until weight and dimensions are calculated and confirmed by DCS design team. The Customer's prompt attention to all correspondence is the best way to avoid scheduling conflicts between DCS and the Customer. Orders are processed in the sequence they are received; orders cannot be expedited. DCS suggests that orders be placed well in advance of the Customers needed date of receipt to avoid scheduling conflicts.

Early Cancellation:

Under specified conditions, orders placed with DCS may qualify for a full refund. To be eligible for a full refund, all the following criteria must be met:

1. The order must be cancelled within 24 hours of receipt of the deposit payment.
2. Shop drawings related to the order must not have been released.
3. The deposit payment must have been made via check.

If the deposit payment was made using a credit card and all other criteria are satisfied, the customer will be entitled to a full refund, less any credit card processing fees incurred, which are typically approximately 4% per transaction (including both the initial payment and the refund).

Holding:

Upon completion of the product, DCS will bill the remaining balance of the contract to be paid within fifteen (15) days of invoice, after which time holding charges will begin to accrue. If the Customer is unable to accept delivery upon the manufactured completion date, DCS will hold orders for up to six weeks provided that the balance is paid in full. After that, DCS 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 not offered by DCS. Customer is responsible for selecting installer and paying installation costs.

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

All orders are manufactured and shipped from the DCS 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 between the Customer and DCS. Upon notification of a lost or damaged shipment, DCS will initiate a claim for replacement through the selected 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. DCS is not liable for damage caused by common carrier, however, all DCS shipments are covered with shipping insurance under the following conditions: Customer refusal of noticeably damaged shipment, Customer reports damage not seen within 5 days of receipt to DCS, and/or Customer notes damage during unloading by selected freight carrier. Without proper notification of loss or damage to shipments by the Customer to DCS, all responsibility transfers from DCS to the Customer.

Delivery Note:

During the proposal process, all deliveries are assumed to be provided with a liftgate and an appointment for delivery. All charges for these services are included in the quoted shipping price and must be paid by the Customer. When shipping by common carrier, the truck driver will remove the crate from the truck and place it at the threshold, provided these options have been selected and paid for by the Customer. Freight carriers are unable to deliver shipments inside of a residence. The Customer is responsible for developing a method for movement of the shipment indoors. DCS must be provided with a contact name and phone number for the selected receiver of the shipment. Freight carriers will reach out to schedule an appointment for delivery with the contact unless need for appointment has not been selected and/or paid for in advance. Upon delivery of DCS products, DCS relinquishes all liability for the shipment to the Customer. Any damage sustained during or after installation or movement by the Customer will not be covered by DCS. Additional information is available in DCS's Shipping and Receiving documents.

Damage in Shipment:

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

DCS 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, DCS recommends 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.

Limitation of Liability:

DCS 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 DCS'S SALE OF THE MATERIALS TO CUSTOMER.

In no event shall DCS's aggregate liability to Customer arising out of or in any way associated with DCS'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 DCS 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 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.

DCS 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.