

TERMS & CONDITIONS OF SALE

1. Pricing and Ordering Policies

- (1.0) Prices are F.O.B. our warehouses;
- (1.1) Orders will be billed by the piece, sheet or bundle;**
- (1.2) Prices are subject to change without notice including all unshipped orders;
- (1.3) Material not yet shipped or picked up will be priced according to the current price list;
- (1.4) Material can be reserved for a maximum of 10 days; material can be reserved for 30 days maximum with a fee of .10 cents per square foot. A refund will be given only when a confirmed order has been shipped;
- (1.5) Prices are subject to confirmation at time of order;
- (1.6) Taxes are not included;
- (1.7) From time to time, we may exhaust the inventory of some products which X-Tile Inc. reserves the right to offer a substitute;
- (1.8) X-Tile Inc. requires a 50% non-refundable deposit on all special orders. The balance must be paid C.O.D. when the material becomes available in one of our warehouses.
- (1.9) Clients have 10 days from arrival date to pay balance of order in full; otherwise we shall consider the order cancelled and the material will be sold at any cost to cover X-Tile Inc.'s expenses. Deposit will not be refunded under any circumstances.
- (1.10) Confirmed orders must be shipped or picked up within 10 days of order date... 10% Handling fee will be charged on firm orders cancelled after it has been prepared for shipment or pick up.

2. Sizes and Weight

- (2.0) Product size and weight are nominal and only used as a reference. It may vary depending on each particular lot available at our warehouses.

3. Shades and Textures

- (3.0) Shade and texture variations are inherent to ceramic and porcelain tiles; therefore we do not accept any claims of this nature after the material has been installed. It is your responsibility to check the shade, caliber and texture of your tiles prior to installation.
- (3.1) Natural stone products: shade, size, texture and veining are to be expected on this kind of product. We provide the possibility of personal selection of any of our natural stone products by our client or end user with an up charge of 35% to be added to the cost of the goods. **No returns are accepted on natural stone products!**

4. Responsibilities

- (4.0) Inspection and acceptance of the product(s), before installation are the responsibility of the buyer and/or end user. Neither our manufacturers nor X-Tile Inc. can be held liable after the material has been installed.
- (4.1) It is the client's responsibility to ensure that our product(s) is suitable for any particular application or purpose. We strongly recommend that our clients carefully determine the suitability of the area to avoid cracking, crazing, shading and loosening from the tile bed.
- (4.2) It is solely the responsibility of the tile setter to properly mix our products to achieve optimum shade effect.
- (4.3) X-Tile Inc. limits its own responsibilities to the responsibility offered by its suppliers.
- (4.4) X-Tile Inc. cannot be held liable for any damage caused during transport from and/or to our warehouses from our clients. It is the client's responsibility to visually inspect the skid(s) for damage. Please advise your shipping and receiving personnel as no claims will be accepted by any transport company if it is not noted on bill of lading that there was visible damage.
- (4.5) X-Tile limits its liability to the extent of what is offered by the transport companies, including their minimum claim amount.
- (4.6) X-Tile Inc. is liable for any damage of material in transit to clients only if one of our vehicles is used for the delivery and a notation is made on our packing slip at time of delivery. No claims for damage will be accepted without this notation.

5. Warranty

- (5.0) X-Tile Inc. does not warrant any product or service.
- (5.1) Warranties may be provided by our suppliers to our clients upon written request...in the event of a product or service warranted by the manufacturer fails, our clients will have to deal directly with the said supplier. X-Tile Inc. may assist you with correspondence with the said supplier however, X-Tile Inc. shall not be held responsible for any product or service failure.

6. Shipping and Receiving

- (6.0) X-Tile Inc encourages our clients to contact us prior to picking up or shipping out of orders to ensure prompt service. We respect and value your time so please help us to eliminate wasted time at our warehouses and call ahead and let us know when you will require your orders.
- (6.1) Your delivery charge is only applicable on material delivered to X-Tile Inc. customer's address. Any special delivery arrangements will be subject to a written quote supplied by X-Tile Inc. (Note: our drivers are forbidden to enter any dwellings for insurance reasons)

7. Terms of Payment

- (7.0) All payment are to be made and sent to:
X-Tile Inc.
78 Signet Drive, Unit 6
Toronto, Ontario Canada M9L 1T2
- (7.1) Deductions on remittances will not be honored, except for items on which you have received a written credit memo from our office.
- (7.2) Net 30 days to customers which were granted an account, which should not exceed its credit limit. We reserve the right to request C.O.D. payments from our clients in the event of any exceeded credit limit.
- (7.3) Clients with no terms must pay by cash or certified cheque only.
- (7.4) An administration fee of 2% will be invoiced on all overdue accounts. This represents a 26.8% interest charge yearly.

8. Returns

- (8.0) Clients must obtain a ROM (Return of Material) form signed by X-Tile Inc. prior to returning the merchandise.
- (8.1) Only full boxes may be accepted for return.
- (8.2) No returns or exchanges will be accepted on Natural Stone, X-Glass, X-Metal and X-Mosaic products.
- (8.3) 10% fee for returns that result in an immediate exchange for a different product of X-Tile Inc. will apply.
- (8.4) 20% handling fees will apply to all returns within 30 days of invoice. X-Tile Inc. must have available in stock the same shade, caliber and grade before accepting returns.
- (8.5) 30% handling fees will apply to all returns within 31-60 days of invoice. X-Tile Inc. must have available in stock the same shade, caliber and grade before accepting returns.
- (8.6) 50% handling fees will apply to all returns within 61-90 days of invoice. X-Tile Inc. must have available in stock the same shade, caliber and grade before accepting returns.
- (8.7) No returns will be accepted beyond 90 days of invoice.
- (8.8) No returns on discontinued products.
- (8.9) No returns will be accepted on goods sold as commercial run, seconds, end of the line specials and/or clearance items or special ordered material.

9. Delivery Deadlines

- (9.0) X-Tile Inc. strives to supply orders on scheduled dates; we do not guarantee or warrant to meet delivery deadlines. No promises or guarantees can be given by anyone to obligate X-Tile Inc. in regard to supply dates. Under no circumstances will X-Tile Inc. entertain any claim concerning costs, loss or damage incurred by slow or non delivery.

In addition to the limitations of our obligations stated above, our liabilities shall not exceed the responsibilities assumed by our own suppliers (whose goods we resell). In the event that a claim will be accepted by our supplier a refund or credit will only be given to our client only after X-Tile Inc. is fully compensated in cash or offset by contra of an existent indebtedness. In no event shall X-Tile Inc. nor its shareholders be liable for consequential or incidental damages of any kind no matter what the cause. The terms and conditions of sale and X-Tile Inc. liabilities and obligations here under cannot be extended, altered, modified or amended in any manner whatsoever by a sales representative or by any other person except by a written authorization made by X-Tile Inc. President.

All transactions will be deemed to have been affected through our Head Office in Toronto and taken place there, and the laws and jurisdiction of the province of Ontario will apply. There is no warranty, representation, collateral agreement or condition of any kind whatsoever whether expressed or implied, relating to the merchandise or to these terms and conditions of sale except as contained herein.