

## **GENERAL TERMS AND CONDITIONS**

These terms and conditions are subject to change without prior written notice at any time, and at the sole discretion of **LAS VEGAS STONE & FLOORING**. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALES IS YOUR ACCEPTANCE OF THE TERMS AND USE OF THIS WEBSITE.

### **ORDER OF ACCEPTANCE**

Receipt of an electronic or other form of order confirmation does not signify **LAS VEGAS STONE & FLOORING**'s acceptance of customer's order, nor does it constitute confirmation of **LAS VEGAS STONE & FLOORING**'s offer to sell. **LAS VEGAS STONE & FLOORING** reserves the right at any time after receipt of customer's order to accept or decline customer's order for reasonable cause including, but not limited to lack of availability of products, or failure by customer to satisfy payment terms.

If a product is listed at an incorrect price, due to typographical error, **LAS VEGAS STONE & FLOORING** shall have the right to refuse or cancel any orders placed for the product(s) listed at the incorrect price, whether or not the order has been confirmed and whether or not payment has been remitted. If payment has been remitted for the purchase, **LAS VEGAS STONE & FLOORING** will cancel customer's order. **LAS VEGAS STONE & FLOORING** shall forthwith issue a refund equal to the amount remitted for the unaccepted or cancelled order.

### **PAYMENT TERMS**

Terms of payment are within **LAS VEGAS STONE & FLOORING**'s sole discretion and unless otherwise agreed upon must be received, or otherwise authorized or secured in a form approved by **LAS VEGAS STONE & FLOORING**. Payment for the products will be made by approved credit card, wire transfer, electronic funds transfer, or some other prearranged payment method agreed to by **LAS VEGAS STONE & FLOORING**. Orders are not binding until accepted by **LAS VEGAS STONE & FLOORING**. Any quotes given will be valid only for the period stated on the quote. **LAS VEGAS STONE & FLOORING** reserves the right to adjust or cancel quotations as required.

**All special order payments will be made as follows:**

**1/3rd** of total sum will be made at the time of Purchase Order (PO)

**1/3rd** of total sum will be made at the time of shipment Ocean Bill of Lading (OBL)

**1/3rd** of total sum within 30 days of product delivery.

## **SHIPPING**

We take great care in packing all our products to ensure that they travel to our customers in the safest manner possible. However, when they leave our warehouse we must count on the specific carriers to do their best to deliver the product safely. In the event there is damage to your shipment, it is your responsibility to contact the carrier, and file a damage claim. When your order is shipped we will e-mail you with the confirmation of your shipment. This confirmation e-mail will give you the carrier's name, phone number, and tracking number of your specific shipment (if available). This will allow you to anticipate its arrival and ensure that someone is there to receive it. Because many orders weigh a great deal and must be shipped by common carriers, the customer needs to make arrangements to receive the material. Typically a carrier will bring the material to your chosen destination and assist only in off-loading the material. Consideration should be given to where it will be stored, distance it must be carried, and the ability to handle packages that weigh 50 lbs. and more. **LAS VEGAS STONE & FLOORING** will not be responsible for any damages or injuries that may occur during unloading.

## **TAXES**

Customer is responsible for all sales, us, excise, value-added and other charges associated with the order, however designated, including any duties, clearance charges or other destination charges. If applicable, a separate charge for such items will be added on **LAS VEGAS STONE & FLOORING's** order form.

## **LIMITED WARRANTY**

Buyers and installers must inspect all stone prior to installation. Before installation, all material should be laid out in order to see the natural variations and to plan how to best install them. Buyer and installer waive any and all possible defects, which could have been discovered by reasonable inspection prior to installation. **LAS VEGAS STONE & FLOORING** reserves the right to inspect the stone and if, at their sole discretion, said representative determines that the defect is valid, will replace said stone. The sole obligation of **LAS VEGAS STONE & FLOORING** under this warranty is to replace any defective stone only.

## **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY**

This website is provided by **LAS VEGAS STONE & FLOORING** on a "AS IS" and "AS AVAILABLE" basis. **LAS VEGAS STONE & FLOORING** makes no representation or condition, express or implied, as to the operation of this site, or information, content, materials or products included on this site, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. You expressly agree that the use of this site is at your sole risk. **LAS VEGAS STONE & FLOORING** does not warrant that this site, its servers, or e-mail sent from **LAS VEGAS STONE & FLOORING** are error-free from viruses or other harmful components. **LAS VEGAS STONE & FLOORING** will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

## **LIMITATION ON DAMAGES**

**LAS VEGAS STONE & FLOORING** does not accept liability beyond the remedies set forth herein. **LAS VEGAS STONE & FLOORING** will not be liable for lost profits, loss of revenue, or of business or other consequential, special, indirect, or punitive damages, even if they were foreseeable, or if **LAS VEGAS STONE & FLOORING** was advised of the potential of such damages, or for any claim by any third party except as expressly provided herein. Customer agrees that for any liability related to the purchase of products or services. **LAS VEGAS STONE & FLOORING** is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase(s) under this agreement. This limitation will apply regardless of the form of action (I.E. whether the lawsuit is in contract or in tort, including negligence).

## **RETURN AND REFUND POLICY**

Customers must notify **LAS VEGAS STONE & FLOORING** within a 10-day period from delivery, to return products. Shipments are eligible for return if:

1. The product is materially different than samples provided by **LAS VEGAS STONE & FLOORING**.
2. The quality of product does not meet industry standards. Our stone is a product of nature and variation in color; grain and texture may exist and are considered part of the characteristics of the stone. Because all stones are natural, no guarantees as to a specific stone's characteristics can be given.

**LAS VEGAS STONE & FLOORING** reserves the right to have a qualified representative inspect the product and any product shown to be defective at the time of sale and will be replaced free of charge. In all cases use of material constitutes acceptance.

Stock returns will be subject to a 30% restocking fee, plus related freight charges. Material that is returned must be packaged for pick up in the same manner it was received. Samples are not eligible for return. If payment has been remitted for any purchase and **LAS VEGAS STONE & FLOORING** cancels customer's order, **LAS VEGAS STONE & FLOORING** shall forth issue a refund equal to the amount remitted for the unaccepted or cancelled order.

## **CURRENCY**

All references to monetary amounts, including prices, on the **LAS VEGAS STONE & FLOORING** website (The "site") and in this agreement shall be in U.S. currency.

## **GOVERNING LAW**

This agreement and any sales there under shall be governed by the laws of The State of Nevada, Michigan, Mississippi & Louisiana and United Arab Emirates and the Federal Laws of Nevada, Michigan, Mississippi & Louisiana and United Arab Emirates applicable therein, without regard to conflict of law rules. The user agrees that all matters relating to access to, or use of, the site, or any other hyperlink web site, shall be governed by the laws of the State of Nevada,

Michigan, Mississippi & Louisiana and United Arab Emirates, and the Federal laws of Nevada, Michigan, Mississippi & Louisiana and United Arab Emirates applicable therein. The user also agrees and hereby submits to the exclusive personal jurisdiction and venue of the courts of the State of Nevada, Michigan, Mississippi & Louisiana and United Arab Emirates and acknowledges that the user does so voluntarily and is responsible for complying with local laws.

**ARBITRATION**

Any dispute relating in any way to your visit to **LAS VEGAS STONE & FLOORING** web site or to products you purchase through **LAS VEGAS STONE & FLOORING** shall be submitted to confidential arbitration in Las Vegas, Nevada. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement shall be joined to an arbitration involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise.

**TERMS OF USE**

By using this site, you signify your acceptance without modification of the Terms of Use. The Terms of Use are subject to change without prior notice at any time in **LAS VEGAS STONE & FLOORING's** sole discretion. The user should frequently review the Terms of Use and applicable policies from time to time to understand the terms and conditions that apply to your use of the site. In the event of any inconsistency between this agreement and the Terms of Use, the terms of this Agreement shall prevail.

Purchaser: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

**LAS VEGAS STONE & FLOORING:** \_\_\_\_\_ Date: \_\_/\_\_/\_\_

