

TERMS AND CONDITIONS OF SALE

ONLINE SALES –Pera Tile does not approve nor give permission to show, list, or offer for sale any of the Pera Tile product lines on the Internet. Violation of this condition could result in loss of access to the Pera Tile line.

ORDERING PROCESS – SUBMIT ORDERS IN WRITING - Orders can be sent either by e-mail to sales@peratile.com or faxed to our fax number (310) 605-0056. We will return the corresponding Sales Order for your review and proofreading. Please make corrections, sign and return the signed copy to Pera Tile. All orders which are unsigned are considered estimates and are not processed further. Once a Sales Order is signed, Pera Tile does not accept any claims for mistakes on Sales Orders.

PRICING - Pera Tile reserves the right to change prices without advance notice. When there is a material added to our product line, Pera Tile will issue an addendum price list.

SHIPPING & COSTS – When the buyer schedules and handles the freight, the buyer is responsible for the shipping cost and liability of shipped goods. Any Freight damage during transit is the buyer’s responsibility and will need to be addressed with the respective carrier immediately.

When Pera Tile assists our customer by scheduling the freight, Pera Tile will need to address damage with the freight carrier. It is imperative our customers assist us in addressing the freight damage: This is done by inspecting the shipment at time of arrival, taking pictures of damage, notating the freight bill, and notifying Pera Tile. Pera Tile will absolutely not accept any damage claims without proper documentation on the receiving document.

WILL CALL – Orders can also be “will call” if arranged in advance, make sure the order is ready prior to dispatching your driver. Will call hours are 8:00 a.m. to 4:30 p.m.

When the customer ships with a will call shipping arrangement, the customer’s driver is responsible for inspecting the order for damage, correct items, correct count of pieces, prior to signing. No adjustments will be made and no claims will be accepted after departure from the shipping dock.

All orders will leave Pera Tile in good condition and Pera Tile will take care in assuring strapping and banding to secure the pallets and material.

All orders are subject to changes in pricing, delivery time and availability. Terms noted apply only to open accounts in good standing.

PACKING CHARGE – There is a \$5.00 packing charge per Sales Order.

TERMS OF SALE - All orders will be shipped Cash in Advance (CIA) unless an account has been established with a credit line approval.

All accounts will be originally established as C.O.D. accounts. When completing the account application please notify Pera Tile if you desire open account terms. Open account terms may be granted when responses from the listed credit references are returned to Pera Tile. Pera Tile has no control over the response time of the Credit references.

Pera Tile open accounts are stated as **NET X DAYS FROM INVOICE DATE**. All invoices that are past due for more than 10 days are subject to 18% per annum finance charges that will be billed weekly. Accounts that are 10 days past due may be placed on credit hold and/or revert to COD.

All claims for damages, shortages, shipping errors must be made in writing to Pera Tile within 3 days of invoice. Deductions for claimed errors in shipping or invoicing deducted from payment checks, without a credit memo from Pera Tile will not be allowed.

Pera Tile extends no warranties expressed or implied for any material, please refer to the Marble Institute of America for stone classifications and warranties. All sizing is nominal; please confirm sizing prior to ordering and installing, including thickness.

WARRANTY

NO WARRANTIES – There are no warranties guaranteed or implied for any material, including warranties of merchant ability or fitness for a particular purpose. Installation constitutes acceptance and Pera Tile shall not be responsible for problems arising from improper installation or use.

CLAIMS

COLOR VARIATIONS - Color variations occur within the framework of stone tiles and mosaics, shade **variation from showroom samples and also from tile to tile should be expected**. Please obtain lot photos and/or samples from current lots of inventory.

PRODUCT INSPECTION - Stone products are a natural material and customers must expect within one order a shade and color variation. It is important you order enough material with 10% extra pieces in case of damage, or installation variations. Future “add on orders” must refer to the original lot assigned to the original shipment; Pera Tile is not responsible for out of stock lot materials.

INSTALLATION – Please do a dry layout of tiles to observe range and proper selection in order to “blend” the natural hues and ranges to the stone selected. If there is any question or concern do not install the material unless it is approved by the end user.

UNACCEPTABLE CLAIMS - No claims will be accepted should defective goods be altered or installed. Wages, freight, penalties for delay or any other claim of liability are similarly excluded. **No claims will be accepted after installation.**

RETURNS – Stock items may be returned for credit within thirty (30) days of shipping date, **with prior written authorization**. All returns of stock items are subject to a 25% restocking fee and must be shipped prepaid to Pera Tile in good and saleable condition. We regret we cannot issue credit for tiles which arrived damaged and/or without original packaging. We cannot accept partial returns under any circumstances. A copy of the Return Materials Authorization must accompany the return shipment - Returns without an approved RMA will be denied and sent back at sender's expense.

Special orders cannot be returned, modified or canceled in any way once the order is confirmed with an advance payment.

SAMPLES - All sample orders are to be submitted in the form of a purchase order and clearly noted as “samples”. Loose piece samples will be billed at a 30% discount from customer's price.

SPECIAL ORDERS, ATELIER PERA WATER JET ORDERS AND MADE-TO-ORDER MERCHANDISING ORDERS ARE NON-CANCELABLE ORDERS

ATELIER PERA WATER JET ORDERS - Production orders under \$1,000.00 require a 100% payment to begin production; orders above \$1,000.00 require a 50% deposit. All water jet orders are cut and assembled at Pera Tile's own water jet facility in Compton, CA. The lead time is 1-4 weeks for production orders. Please check with the order desk for accurate shipping dates.

CUT-TO-SIZE PROGRAM – Cut to size program refers to special non-stock items, special finishes sizes and edge treatments. These orders are manufactured either at the factory locations or other third-party local fabricators; and will require a 50% deposit to begin production. Please refer to price quote sheets for pricing, terms and lead times. More exact lead times will be provided upon receipt of deposit.

MADE-TO-ORDER MERCHANDISING ORDERS - All of our Dealer Boards and Concept Boards that are part of our Merchandising Program are made to order, and require a non-refundable 50% deposit to begin production. Please see order process to review the signed confirmation needs. Merchandising orders under \$1,000.00 require a 100% payment to begin production; orders above \$1,000.00 require a 50% deposit. Lead times are 4-6 weeks for most merchandising orders.