

- I. **Term:** Any quote is only valid for 30 days from the date listed (the "Term").
- II. **Entire Agreement/Orders:** No order for Kasota Stone Fabricators Inc. ("KSF") materials and services shall be binding until Customer signs the quote or Sales Order and upon signing, Customer accepts and agrees to be bound by these General Terms and Conditions. If Customer Issues a Purchase Order in lieu of a signed quote or sales order, the PO must reference the quote or sales order, and serves as agreement to be bound by these General Terms and Conditions. These General Terms and Conditions are subject to change and shall void and supersede all prior agreements and terms and conditions between KSF and Customer relating to the materials ordered herein and shall govern over any other prior or future agreements or terms and conditions unless these General Terms and Conditions are expressly waived in writing by KSF. No provision of these General Terms and Conditions shall be subject to modification or change in any manner except as agreed to in a writing signed by KSF.
- III. **Quantities:** All quantities listed on a quote are estimates only. Customer is responsible for payment of actual quantities ordered at the unit prices contained in the quote, subject only to changes in the unit price for orders placed after expiration of the Term or as provided herein. KSF is not responsible for excess material required to complete the Customer's project. KSF does not take responsibility or liability for any factors that add or reduce the quantity of materials required for the project. When Customer determines additional material is required to complete the project, Customer shall be responsible for payment of additional quantities ordered at current unit price. It is the Customer's sole responsibility to notify KSF, so additional material can be ordered as not to delay the Customer's project. Customer shall not hold KSF liable for any costs or delays associated with ordering additional material. Additional ordered material is subject to price adjustments. Any Change Orders made by Customer are subject to current unit pricing.
- IV. **Delivery and Receipt of Materials:** Upon receipt of shipment, it is the Customers or Customer's agent (contractor, representative, engineer, architect or other site manager) responsibility to fully inspect the materials for damage or other problems. Customer shall, at the time of delivery of furnished material, inspect the same and immediately report in writing to KSF any shortages, damages or defects therein which are reasonably observable by proper inspections. Customer's failure to inspect and report any shortages, damages or defects as required shall be treated as Customer's unqualified acceptance of the material involved. Quarry Block Customers or Customer's agent is responsible to inspect block, in person or via photos, and provide approval prior to shipment. Method and route of shipment will be at the discretion of KSF unless specified otherwise by Customer and agreed by KSF and any additional expense of the method or route of shipment specified shall be borne by Customer.
- a. **Delivery Rates:** All prices are F.O.B. Shipping Point. All orders are subject to delivery rate charges, and delivery rates are available upon request and are based upon the rate the day the estimate is created. The delivery rate is subject to change based on the freight rate at time of delivery.
- b. **Schedule:** Unless otherwise agreed to in writing, KSF shall have no responsibility or liability for material deliveries that do not meet Customer's sequencing or schedule requirements. Delivery dates provided by KSF in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. For materials to be fabricated pursuant to shop, architectural, or engineering drawings, Customer understands and agrees that KSF shall not commence fabrication until such drawings are approved by Customer's engineer or architect, and KSF will have no liability for any delay related thereto.
- V. **Invoicing and Payment:** Invoice date will be Ready to Ship Bill of Lading date, or date of pickup by Customer or Customer's Agent, whichever occurs earlier. All Shipments are FOB Shipping point. All payments are due in advance of shipment, unless credit terms have been approved. Customers with established credit have up to 30 days from the Date of Invoice to pay all balances for all the materials listed on the Invoice. KSF retains all rights to extend or revoke credit for any reason whatsoever. If delivery is delayed or deferred by Customer, Customers with established credit have up to 30 days to make payment in full when KSF is prepared to deliver the materials. Any paid and invoiced orders held by KSF on behalf of Customer shall be the responsibility of Customer. KSF retains the right to hold any unpaid materials until payment has been made or credit has been extended. The materials may thereafter be stored at the risk to Customer and for a storage fee, at KSF's option. All credit card transactions are subject to a 3% surcharge.
- a. **Special Orders:** All special orders require a deposit of 50% of the quote price prior to the commencement of work.
- b. **Progress Billing:** Customer may be required to make advance payments prior to completion of an order, if the Quote or Sales Order accepted by KSF includes such terms.
- c. **Failure to Pay:** In the event Customer fails to make payment in accordance with the provisions herein, KSF (1) shall be entitled to interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is greater; (2) reserves

the right to stop production, fabrication, delivery, or fulfillment of Customer's order until full payment, plus interest, has been received and verified; and (3) reserves the right to require prepayment from Customer prior to any production, fabrication, delivery, or fulfillment continuing.

VI. Pricing: All prices shall be specified by KSF. Prices are subject to change without notice. KSF reserves the right to invoice at prices in effect at time of delivery if delivery is requested after expiration of the Term.

VII. Tax: All orders shall include Sales Tax as applicable unless Customer has on file with KSF or provides KSF at the time of order, a valid exempt certificate. Customer must re-file exempt certificate with KSF every calendar year.

VIII. Cancellations: Signed and accepted quotes are NOT subject to cancellation, except with KSF's written consent. Customer shall be responsible for all costs, charges or fees incurred by KSF to process or fulfill the order as of the time of request for cancellation in the event such cancellation is accepted, including but not limited to the full amount of the order.

IX. Construction; Jurisdiction; Waiver of Jury Trial: This quote shall be deemed to have been entered into and consummated in the State of Minnesota and shall be governed by and construed pursuant to the laws, without regard to the law of conflicts, of the State of Minnesota. The Blue Earth County Circuit Court shall have exclusive jurisdiction and venue over any dispute arising hereunder. To the fullest extent permitted by law, jury trial is waived by all parties hereto.

X. Attorney's Fees: Customer is responsible to KSF for all attorneys' fees and costs KSF may incur in (a) enforcing any provision of this quote, or (b) in connection with the successful defense or settlement of any claim or demand made by Customer.

XI. Liens and Claims: To the fullest extent allowable by law KSF retains all lien rights and claims against property or project for supplying materials to the Customer. Customer shall be fully responsible for all payments and claims if lien rights are found unenforceable for any reason. If Customer is not the Owner or responsible party for liens, then Customer will, on behalf of KSF, notify all necessary parties to comply with all requirements under the law to establish and maintain KSF's property mechanics or construction lien rights. Upon full payment KSF will release all lien claims against Customer and the project.

XII. Warranty: Customer acknowledges that it has selected and ordered materials based on its own skill and judgment and agrees that it is responsible for ensuring that the materials selected are fit for Customer's purpose. KSF shall not be responsible for any selection made by Customer and will not have any liability to Customer for any loss, damages, costs or expenses suffered by Customer as a result thereof. KSF warrants only that such goods have been produced in accord with KSF's standard practices with regard to materials and workmanship and no samples or prior description of materials shall constitute an express warranty. If materials are nonconforming, KSF, at its option will either (i) allow Customer to return the materials and receive repayment of the price or (ii) repair or replace the materials. No materials are to be returned to KSF without KSF's prior written consent. KSF HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KSF shall have no obligation under this warranty if damage occurs because of improper handling, modification, or abuse.

XIII. Limitation of Liability: KSF's liability on any claim for loss or damage arising out of this transaction or from performance or breach thereof or connected with any materials or services supplied hereunder, or the sale, resale, operation or use of materials, whether based on breach of contract, warranty, tort (including but not limited to negligence, misrepresentation, strict liability) or other grounds, shall not exceed the price allocable to such materials or services or part thereof involved in the claim, regardless of cause or fault. Customer's remedies are limited to the return of non-conforming materials and repayment of the price or to the repair and replacement of non-conforming goods subject to the provisions of paragraph XII. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between KSF and Customer and constitutes the basis of the parties' bargain, without which KSF would not have agreed to the price or terms of this transaction.

XIV. Waiver of Consequential Damages: KSF shall not under any circumstances be liable, whether as a result of breach of contract, warranty, tort (including but not limited to negligence, misrepresentation, strict liability) or other grounds for incidental, special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of goods, materials, equipment or associated products, business interruption, cost of capital, cost of substitute materials, facilities or services, downtime costs, liquidated or delay damages, or claims of clients or customers of Customer for such damage.

XV. Indemnification: Customer shall indemnify, defend, and hold harmless KSF from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury or to death of Customer's employees) arising from or connected with the possession, handling, incorporation into construction, or other use of the materials by Customer or others. Customer also agrees to indemnify, defend, and hold harmless KSF from any patent or other intellectual property claims related to any KSF materials made in accordance with designs or specifications of Customer or provided by Customer in relation to the project for which customer is.