

TERMS & CONDITIONS

2025 Conditions of Sale - Dealers

Thank you for selecting Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile. Before making your purchase, please review our Conditions of Sale. It is important that you, along with your installer or any other involved parties, are informed about the specific logistical and technical considerations related to buying, delivering, and installing tile or stone. This document is a contract, so read it thoroughly. To ensure a seamless experience, please contact your Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile representative if you have any questions.

Quantities:

Before making a purchase, the buyer should consult with their tile installer or general contractor to confirm all quantities. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not liable for the amounts ordered. As a service to our clients, once a design is chosen, our representative will supply estimated quantities for planning purposes. Field tiles are most commonly sold in full carton quantities.

Calculation of Waste:

It is recommended to order at least 10-20% extra (depending on pattern and size) of any tile product. For tiles measuring 18" x 36" or larger, a minimum of 30% extra is recommended. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile advises ordering additional material along with your initial order because supplementary orders may not match, or the product may become unavailable.

Product Information:

All tiles are subject to variation in shade and size. Tile dimensions provided are nominal. Once delivered and accepted in good condition, neither tile nor natural stone is guaranteed against chipping, crazing, cracking, or wear (based on wear code suitability). Both handmade and machine-produced tiles can display irregularities in size, shape, color, warpage, moisture absorption, surface finish, texture, and dynamic coefficient of friction. These features are inherent to the manufacturing process and contribute to the unique beauty of these items. Color variations will exist between samples, displays, and the actual shipment. It is essential to inspect the tiles prior to installation to ensure that there are no defects, and that you received the correct material. **Installation constitutes acceptance of the material.**

Crackle Glazed Tiles:

When used in wet conditions, crackle glazes must be sealed to reduce water penetration and prevent discoloration. Crackle glazed tiles should be sealed both before and after grouting. Crackle glazes will continue to crackle over time. For ongoing maintenance, reseal crackle glaze tiles every 3-6 months during the first year and every 6 months thereafter to safeguard the glaze surface. Sealing does not render a crackle glaze tile waterproof nor does it stop moisture from seeping into the clay body from the sides or back. The clay body may darken, which can result in the darkening of the crackle, especially in tiles with light glazes. The crackle pattern will naturally vary. Solid glazes may also develop crackle over time, and sealing is required as the tiles crackle.

TERMS & CONDITIONS

Handmade Tile:

Handmade tile is not rectified and every piece could be a different size. All handmade tiles must be dry laid prior to installation. Recommended grout joints are 1/8" – 3/16" and tiles should be blended from different boxes to achieve the best look. For stacked tile installations the installer must compensate for variations in tile size by modifying the width of the grout joint. Smaller grout spacing is more challenging for the installer and should be considered. Carefully consider your desired grout spacing before installation. If you plan to deviate from the recommended grout sizes, create a mock-up to visualize the final appearance and ensure it meets your expectations.

Natural Stone Tiles:

Stone is a natural material, and no two pieces are identical. Each piece features unique natural characteristics such as veining, markings, shadings, inclusions, chips, pits, fossils, or other traits. All stone must be dry laid prior to installation. No claims will be accepted after installation. Dry lay services are available at an additional fee. Please reach out to your sales representative if you require dry lay service. Natural stone has naturally varying levels of hardness and porosity and, therefore, may be more susceptible to staining, etching, or scratching. You must seal stones to protect them. It is common practice to check if water beads on the surface of the stone after sealing. Certain stones may require several coats of sealant. No claims will be honored for staining, etching, or scratching.

Porcelain and Ceramic Tiles:

Ceramic tile body can be porous and should be sealed prior to installation to safeguard against water absorption and darkening. Sealing grout lines is also recommended.

In general, porcelain tiles do not need to be sealed unless the following conditions apply:

- Light colored porcelain tiles must be sealed prior to grouting if a darker grout color is being used.
- Polished porcelain should be sealed as open pores in the glaze can make it difficult to clean.

Blending and Dry Layout for Tile and Natural Stone:

Natural stone and ceramic tiles need to be blended due to their inherent variations in color and texture from one piece to another and among different parts of the shipment. It is the responsibility of the installer to unpack and arrange the tiles in a dry layout for the Customer to review and approve before beginning installation. This method is a standard practice in tile and stone installations, helping to guarantee that the final result meets expectations.

Payment Terms for Stocked Material:

- The sales tax indicated on the sales order is not final and is subject to change based on the tax code in effect on the date of shipment, due to constantly evolving Nexus regulations in states nationwide. The tax noted on your sales order or collected at the time of payment reflects the current tax rate and will be recalculated at the time of shipment, and this will be reflected in the final invoice. The purchaser is responsible for paying any increase in sales tax.
- Full payment is mandatory for orders that are currently in stock at the time of purchase unless B2B credit terms have been established and are maintained in good standing.

TERMS & CONDITIONS

- B2B customers with established credit terms in good standing must either accept delivery or settle the balance within 30 days of the order being complete.
- Payment terms are subject to the cancellation and return policy outlined below. The customer further acknowledges and understands that until full payment is remitted to Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile, the company retains legal ownership of all merchandise. Legal title to the merchandise will not pass to the customer until payment has been made in full in accordance with these Conditions of Sale.
- Orders for additional materials will reflect the current price of the item at the time the order is placed.

Payment Terms for Custom and Special Order Material:

- Full payment is mandatory for special order material at the time of purchase unless B2B credit terms have been established and are maintained in good standing. Regardless of credit terms, all custom or special orders require a minimum 50% non-refundable deposit before the order can be processed with the balance due 30 days after receipt of the material. A signed special order authorization form may be accepted in lieu of a 50% deposit at the discretion of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile.
- Customized or special orders cannot be canceled, exchanged, or returned.
- The sales tax listed on the sales order is not fixed and may be adjusted according to the tax code applicable on the shipment date, due to the ever-changing Nexus across various states. The tax shown on your sales order or collected during payment represents the current rate and will be recalculated when the shipment occurs, with the final amount appearing on the invoice. The buyer is accountable for any increase in sales tax.
- Orders with outstanding balances, including the storage fees detailed below, that remain unpaid more than 90 days from when the order becomes fully available for delivery will be considered forfeited and abandoned. Such orders will become the sole property of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile, with no refunds or merchandise returns provided, if the storage fees are not paid. This policy is enforced at the sole discretion of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile.
- Payment terms are governed by the cancellation and return policy outlined below. The Customer acknowledges and agrees that Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile retains legal ownership of all merchandise until full payment is received. Legal title to the merchandise will transfer to the Customer only upon complete payment in accordance with these Conditions of Sale.
- Orders for additional materials will be priced based on the current rates at the time the order is placed.

Returns and Cancellations for Tile:

- Returns of full cartons may be accepted for active items within the lesser of 30 days of receipt of goods or 90 days from the date of order placement, provided the items meet the return criteria outlined below. In addition a 25% restock fee will be assessed to all approved returns.
- Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile reserves the right to refuse returns of any non-current inventory.

TERMS & CONDITIONS

Return Parameters of Tile:

- Materials sold by the full carton must be returned in their original packaging and as full cartons. Materials sold by the sheet or piece must be returned in full. All returns must be properly packed. Tiles that are broken, damaged, defaced, or have been installed will not be credited. Hand-selected or culled materials cannot be returned.
- Installation, whether full or partial, constitutes acceptance of the materials.
- Custom or special order products, setting materials, and accessories are non-returnable and cannot be canceled.
- All returns must be authorized in advance by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile. A Return Authorization must accompany the return in order for credit to be issued. Returns will not be accepted after the Return Authorization has expired (7 days). Materials marked as discontinued or final sale at the time of purchase are not eligible for return, cancellation, or exchange.
- The client is responsible for return freight charges. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile brand product returns must be made to our Middletown, Connecticut distribution center and cannot be returned to showroom locations.
- Non-Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile branded products cannot be canceled, exchanged, or returned.

Returns and Cancellations for Setting Materials:

- No returns will be accepted for any setting material products, included but not limited to grouts, caulks, mortars, and other adhesives.

Storage Fees:

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will store fully paid merchandise.

- Storage is free of charge for up to 90 days after the complete order becomes available for delivery.
- Beyond 90 days, storage fees of \$25 per pallet or \$35 slab per month will apply. B2B customers with established credit terms must pay for orders in full according to those terms. If B2B orders are not shipped within 90 days of material availability, storage fees will also apply.
- Storage payments must be made at the beginning of each month.
- If delivery is not made within 180 days of the material's availability, unless otherwise agreed in writing, all materials and payments will be forfeited, and the products will be deemed abandoned, becoming the sole property of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile.
- Any extensions to the agreed storage period will be at the sole discretion of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile.
- Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will notify the Customer via e-mail or certified mail if materials are stored without payment beyond the agreed terms. Failure to respond to this certified notice within a valid and timely manner will result in the merchandise being deemed abandoned, with no reimbursement for any payments made.

TERMS & CONDITIONS

Freight and Delivery:

- Freight and handling charges will be added to sales orders or invoices and are non-refundable.
- Freight charges on quotes or order acknowledgments are for estimating purposes only. Freight charges fluctuate daily and are subject to change at the time of shipment.
- If you or your representative are unavailable to accept a scheduled delivery, a re-delivery and storage fee will be charged prior to rescheduling the delivery.
- Any changes to the delivery address after the order has been released for shipment will incur a reconsignment fee and may include an additional route charge.
- Shipments delivered by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile's vehicles or by common carriers arranged by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will be FOB shipping point, unless otherwise specified.
- Any claims for incorrect or damaged material must be reported within 48 hours of delivery, otherwise no claims will be accepted.
- Customer pickups and freight arranged by the customer will be FOB at the point of pickup or will-call, unless otherwise stated on the sales order.
- Large volume factory-direct shipments will be FOB shipping point.
- Orders will not be scheduled for delivery until all agreements have been signed and full payment has been received unless B2B credit terms have been established and are maintained in good standing.

Warranties:

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile offers no warranties beyond the manufacturer's warranty. All other warranties, including but not limited to the warranty of merchantability, are expressly waived. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not responsible for anything beyond the price paid by the customer or the materials received. The Conditions of Sale outlined herein supersede any terms provided by the customer through purchase orders or other agreements.

Delays:

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not liable for delivery delays caused by events beyond our control, including but not limited to acts of God, strikes, accidents, customs or border delays, traffic, natural disasters, pandemics, or other unforeseen circumstances. Additionally, Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile reserves the right to delay order processing until the order form and/or credit card charge receipt has been signed.

Credit Card Charges:

By accepting this order and the Conditions of Sale, I authorize Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile to debit the bank account or charge the credit card provided for the full amount of the sales order/invoice, as agreed upon by both parties. Payments by check may be converted to an ACH transaction. All payments are for the items and services specified in this agreement. I further authorize the automatic withdrawal of funds from my account

TERMS & CONDITIONS

by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile on the transaction date. If an ACH transaction is rejected due to Non-Sufficient Funds (NSF), I understand that Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile may, at its discretion, attempt to reprocess the charge within 15 days or charge me a cancellation or rejection fee. I acknowledge that any ACH transactions to my bank account must comply with U.S. law. I certify that I am an authorized user of the credit card or bank account provided, and I agree not to dispute the payment with my credit card company or bank, as long as the transaction aligns with the terms specified in this order and the Conditions of Sale.

Supplemental Information:

Open credits that are not applied to orders or refunded within one year from the date of issuance will be considered abandoned. This Agreement shall be governed solely by the laws of the State of Connecticut, without regard to its conflict of laws provisions. Any legal action, suit, or proceeding related to this Agreement must be exclusively filed in the Superior Court of Connecticut, Middlesex County, or the Federal District Court for the Second Circuit, located in Hartford, Connecticut. Both parties consent to the jurisdiction and venue of these courts. Service of process in any such legal matter will be deemed sufficient if sent via certified mail to the addresses listed at the bottom of this document. The prevailing party in any such action, or in any effort to enforce this Agreement, is entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing party.

What your signature means:

By signing this order, the client confirms that it accurately reflects their intentions. Any changes or revisions to this order must be submitted in writing, and a new order form with the changes must be signed before any alterations or cancellations can be processed. Thank you for choosing Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile.