

TERMS & CONDITIONS

2025 Conditions of Sale Slabs and Fabrication

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 slabs. 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.

Scope of Work:

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not always involved in contracting or performing product installations. However, as a service to our clients, we can provide a list of installers upon request. This list is based on referrals from our customers and should be considered as suggestions only. The ultimate choice of which installer to hire rests solely with the buyer. In the absence of specific directions, it is essential to follow widely accepted industry standards, including the latest editions of the "Tile Council of North America Handbook for Ceramic, Glass, and Stone Tile Installation", as well as the "Natural Stone Institute Dimension Stone Design Manual".

Quantities:

Before making a purchase, the buyer should consult with their contractor to confirm all measurements and quantities. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not liable for the amounts ordered, unless hired to template. As a service to our clients, once a design is chosen, our representative will supply estimated quantities for quoting and planning purposes.

Product Information:

All slabs are subject to variation in shade and size. Slab dimensions provided are nominal. Color variations will exist between samples, displays, and the actual material. It is essential to inspect the slabs prior to fabrication to ensure it is the correct material and finish. Installation constitutes acceptance of the material.

Non-Stock Slabs:

For slabs not in stock at the time of ordering, the provided measurements are estimates for planning purposes. Each slab will be measured for its actual size upon arrival. Some slabs may be larger or smaller than estimated. Plan your project accordingly. Your sales order will be updated to reflect the actual square footage of the slab received and any balance due or credit will be processed before shipment. Once a slab has been fabricated, there are no cancellations or returns and no claims will be accepted.

Natural Stone Slabs:

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. No claims will be accepted after installation.

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Payment Terms for Stocked Material:

- 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.
- For slab sales, payment in full is required at the time of selection to ensure your specific material is reserved. Upon payment, the purchased material will be specifically designated and securely reserved for your project by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile.
- 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.
- 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.
- 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.
- 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.

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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 \$35 per 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 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.

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.

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Fabrication Sales:

- Please note that the quality of stonework relies on the precision of other trades. The final installation is only as good as the substrate provided. In case of inadequate substrate, it is at the discretion of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile to proceed with the installation in a manner that it deems best to accommodate the situation, always following industry best practices. No claims will be accepted as a result of aesthetic compromises that will be required to accommodate the situation.
- For countertop or surface projects to be measured, the following conditions must be met. If these conditions are not satisfied, a return trip fee will be charged prior to scheduling a revisit.
 1. **Cabinetry and Trades Work:** All cabinetry, including doors and drawers, as well as any trades work related to the stone installation area, must be fully completed. Cabinets must be plumb, level, and properly aligned according to NSI (Natural Stone Institute) guidelines. While defects in cabinetry installation may be noted for the customer or their representative, Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not responsible for installation quality if the substrate is inadequate
 2. **Appliances and Accessories:** All stoves, cooktops, sinks, faucets, soap dispensers, and other accessories required for the countertop installation must be on-site during templating. Dishwashers are not installed and/or secured to the stone by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile. Cutouts cannot be made based solely on manufacturer specifications.
 3. **Drilled Hole Locations:** Locations for faucet holes or other accessory holes must be determined during templating or during the shop drawing approval process. All holes must be drilled at the fabrication shop, not on-site.
 4. **Cabinet Adjustments:** Cabinets must not be moved or adjusted after templating. Doing so can result in poorly fitting countertops and changes to the overhang.
 5. **Post-Templating Work:** No sheetrock compound work should be performed after templating.
 6. **Farm Sinks:** Farm sinks must be installed in their final position before templating.
 7. **Fireplaces:** Any fireplace insert must be available during templating. Failure to provide this may result in additional fees. For hearth installations, the floor must be properly prepared before the templater's arrival. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile. is not responsible for ensuring that fireplace dimensions comply with building codes.
 8. **Bathtub Deck:** The substrate and tub must be in place before templating. A cement board over wood blocking is recommended. Substrates must be solid and free of deflection. For undermount tubs, ensure the tub is set at least 1/4" higher than the substrate to allow for a thin-set bed and minimize the caulk joint.
 9. **Wall and Floor:** The customer is responsible for ensuring that all necessary prep work is completed according to ANSI and TCNA standards are adhered to prior to templating (e.g. waterproofing, pitch, leveling, etc.). Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not responsible for the underlayment or structural integrity of the substrates.
 10. **Authorized Representative:** A representative with decision-making authority must be present on-site during templating. At the discretion of Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile templating will not proceed without an authorized representative present.

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11. **Project Plans:** If templating requires adherence to specific project plans, the most current and accurate set of drawings must be provided at the time of templating.
 12. **Building Permits:** Buyer is responsible for obtaining all appropriate building permits from the town building official.
- The Buyer is responsible for removing and disposing of old tops prior to templating, unless Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile has been specifically contracted to do so, to allow for accurate measurements of walls and cabinetry. When contracted for removal, Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will take all necessary precautions to minimize damage to the cabinetry and substrate, and will not be responsible for any damage that may occur during the process. Splashes, unless in one piece with the top, will not be removed. Sinks, faucets, cooktops, stoves, and any other appliances or accessories need to be disconnected and removed, as well as countertops and cabinets need to be cleared in advance by the Buyer. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will inspect cabinets and substrate and inform the Buyer if any additional work is needed prior to installation. The Buyer will be responsible for addressing any issues reported at this time.
 - If existing countertops are not removed prior to templating, Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile cannot guarantee a fit as precise as if the countertops were removed. The Buyer assumes all risks and responsibilities for imperfections, such as small gaps, that may be visible, albeit usually covered by a properly installed backsplash.
 - During the slab layout process, efforts will be made to minimize inclusions in the natural stone, but it is not always possible to avoid them. Installations will not be replaced due to the natural characteristics of the stone. Customers should inspect slabs before purchase and confirm the layout either in person or digitally.
 - Some natural stones may exhibit more visible lamination than others. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile makes no guarantees regarding invisible laminations or mitered edges.
 - While requests for seam locations are considered, the fabricator ultimately determines the best placement. Slabs may be seamed if they are deemed too fragile or delicate to handle as a single piece. Seams will be installed according to NSI guidelines and tolerances. Seams will be visible and may be felt.
 - As walls are rarely straight and level, some open spaces may appear between walls and backsplashes. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile does scribe stone to the wall but, in some cases, up to a ¼" gap might be needed in order to install the pieces. Gaps can be caulked upon Buyer's request, using either white or clear paintable caulk. If the Buyer would like a specific color-matched caulk, it is the Buyer's responsibility to provide it.
 - Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not a licensed plumbing, electrical nor millwork contractor and will not perform nor be responsible for any additional work other than the installation of the agreed upon material.
 - Sinks, faucets, cooktops and other fixtures will be dry-fitted, but not connected. Undermount sinks will be mounted and siliconed to the countertop, but sinks will not be plumbed; topmount sinks will be dry-fit only.
 - The Buyer or Buyer's contractor shall not install any garbage disposals nor plumbing connections before 24 hours have passed since the completion of the installation. Plumber's Putty should NEVER be used with natural stones, as it may cause permanent staining.
 - Any additional manpower or equipment needed for installation due to unforeseen challenges, such as excessive stairs, crane use, or project layout, will be billed in advance.

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- Stone slabs are heavy. A clear, obstacle-free path to the installation site is required. All finished floors must be protected with plywood or similar materials. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile assumes no responsibility for unprotected floors. Slabs can be difficult to maneuver, and minor damage to walls and cabinets may occur. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not responsible for finished or painted surfaces on the jobsite and will not cover repair costs.

Cancellations for Fabrication Orders Holding Slabs:

1. A cancellation fee of 15% of the order subtotal will apply if a fabrication order is canceled more than 72 hours and less than 15 days after the deposit has been collected, not including any and all non-cancellable items.
2. Any fabrication order canceled after 15 days will forfeit the deposit up to 50% of the purchase price, not including any and all non-cancellable items, as liquidated damages which the parties acknowledge and agree is a reasonable estimate of the anticipated or actual damages caused by the breach, based on the circumstances known to the parties at the time of entering into this Agreement.
3. Non-stock slabs and slabs that have been refinished through the re-finishing program are non-cancellable, non-exchangeable, and non-returnable.
4. Fabrication orders are not eligible for return under any circumstances.
5. An order will be considered cancelled if we are unable to schedule templating within 45 days of the contract commencement date, unless within the 45 day period the buyer requests an extension of the commencement date that is agreed upon by both parties.

Please see **"Payment Terms for Stocked Material" for additional information.

Change of Material on Fabrication Orders:

- All special order materials cannot be exchanged or cancelled unless the supplier agrees to take the material back. Any and all fees incurred will be the responsibility of the buyer.
- Any changes after 15 days must be approved by Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile and is subject to a restocking fee.

Rescheduling of Fabrication Orders:

The Buyer may reschedule the template or installation at no additional charge, provided that notice is given at least two (2) business days prior to the scheduled date (excluding Saturdays and Sundays). If the Buyer cancels or reschedules within two (2) business days of the scheduled template or installation date, or if the job site is not properly prepared for the template or installation upon arrival, an additional rescheduling fee of \$250.00 shall apply.

Neither party shall be liable for any charges or credits if rescheduling is due to weather-related conditions. However, this exclusion does not apply to conditions that are controllable by the Buyer, such as the clearing of snow, ice, or mud that would impede the safe transport of materials to the premises.

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile is not liable for delivery or installation 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.

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Payment Terms for Fabrication Orders:

The Buyer shall pay Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile the total of the amounts set forth on the Exhibit(s) attached hereto and made a part hereof. Payments shall be made as follows:

1. **Initial Deposit:** Upon execution of this Agreement, the Buyer shall pay an initial deposit of 50% of the Total Amount, or 75% of the Total Amount in the case of a specific slab selection.
2. **Final Payment:** The remaining balance shall be due and payable within 24 hours following the completion of the template or the provision of the template or final measurements by the Buyer.

Acceptable payment forms are personal check, certified check, credit card, or cash. 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. If the Buyer fails to make the payments as specified herein, the Buyer agree to pay interest at the rate of 1.5% per month on the unpaid balance, together with reasonable costs of collection, including attorney fees.

Sealing of Natural Stone and Other Porous Products:

Natural stone has naturally varying levels of hardness and porosity and, therefore, may be more susceptible to staining, etching or scratching, especially in a countertop application. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile assumes the responsibility of educating customers on the usage of stone and its best applications.

Sealing does not prevent 100% of stains or etchings that can occur, as it does not make stone and other materials completely stain nor etch-proof, rather it makes the material more stain and etch resistant, giving extra time for clean-up when there are spills. Many materials require multiple applications of sealant.

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will apply sealer to all material prior to installation (unless pre-sealed by the manufacturer, such as AzeroCare), but the buyer is responsible for ensuring that the surface is completely sealed and for resealing over time. Sealing immediately after installation is required.

Please always follow any and all manufacturer instructions for proper sealing and resealing.

No claims will be accepted post installation for staining or etching. [Click here for stone care instructions.](#)

Cleaning and Maintenance:

Cleaning:

- Clean stone, concrete and quartz surfaces with a neutral cleaner, stone soap, or a mild liquid dishwashing detergent and warm water.
- Similar to any item cleaned in your home, an excessive concentration of cleaner or soap may leave a film and cause streaks. Follow manufacturer recommendations.
- Use a clean rag or soft cloth for best results.
- Rinse the surface thoroughly after washing with the soap solution and dry with a soft cloth.
- Change the rinse water frequently.
- In the bath or other wet areas, soap scum can be minimized by using a squeegee after each use. To remove soap scum, use a non-acidic soap scum remover or a solution of ammonia and water (about 1/2 cup ammonia to a gallon of water). Frequent or over-use of an ammonia solution may eventually dull the surface of some stone types.
- In outdoor pool, patio or hot tub areas, flush with clear water and use mild bleach solution to remove algae or moss.

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Cleaning Products:

- Many suppliers offer products used for stone/concrete cleaning.
- Products containing lemon, vinegar or other acids may dull or etch calcareous stones.
- Scouring powders or creams often contain abrasives that may scratch certain stones.
- Many commercially available rust removers (laundry rust stain removers, toilet bowl cleaners) contain trace levels of hydrofluoric acid (HF). This acid attacks silicates in addition to other minerals. All stones, including granite and quartzite, will be attacked if exposed to HF.
- Do not mix ammonia and bleach. This combination creates a toxic and lethal gas.

Non-Stock Material for Fabrication Orders:

1. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will fabricate non-stock material, either directly supplied by or purchased from a third-party supplier under the direction of the Buyer, under the following conditions:
2. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile does not accept liability for any breakage of non-stock material that may occur during the transport to our facility.
3. The quality of the material should be inspected by the Buyer prior to delivery to Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile's facility.
4. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will not be responsible for the quality of the stone. Unless notified prior to fabrication, it will be assumed that Buyer is in acceptance of all fissures, inclusions, and markings on the stone.
5. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will notify the Buyer if, after taking receipt of the material, the material is deemed to be of sub-standard quality. All risk for fabrication is assumed by the Buyer.
6. If breakage was to occur during the fabrication process, the Buyer agrees to accept a shop repair, as limited material is available. This is standard industry practice and a common occurrence with many exotic materials.
7. Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will take every possible precaution, as would with our own material. If an error was to occur on Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile's part, responsibility will be assumed for material replacement.
8. If the Buyer has purchased the material directly, the Buyer will be responsible for acquiring any additional material that might be required due to layout or dimensional changes.

Sale Material:

All sale slab material is sold as is and subject to availability at time of quoting and/or purchase.

Scratches or other markings present can be priced for removal (refinishing) upon request, with a minimum amount of 4sf. In case of a selected sale material not being usable for any reason, Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile will attempt to locate a comparable alternative sale material. If no alternative can be found, the given deposit will be refunded and the contract will be considered null and void. No replacement with regular stock material will

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be allowed.

5 Year Warranty for Fabricated Stone Products:

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile (GENROSE) warrants to the Owner that all work performed by GENROSE shall be of good quality and in conformance with industry standards. GENROSE also warrants that all material furnished by GENROSE shall also conform to industry standards. Manmade products are intended to be produced with variation. Marble, granite, and other stones are products of nature. Therefore, color, markings, and characteristics of the stone or manmade products vary and cannot be guaranteed as to uniformity. Fissures, inclusions, color and polish variations are inherent characteristics of stone and manmade products meant to replicate stone. Popped seams as a result of settlement in the home or for any other reason will be repaired by GENROSE if they occur within five years after installation.

The sole responsibility and liability of GENROSE under this warranty shall be to repair or replace, at GENROSE's option, the workmanship shown to be defective during the warranty period. GENROSE shall have no liability for any other loss, damage or expense, arising out of, or in connection with the installation of its products. In no event shall GENROSE be liable for special, indirect, incidental, punitive, consequential or any similar damages (including, without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of GENROSE, even if GENROSE has been advised of the possibility of such damages.

In order for GENROSE to respond under this warranty, the owner must give GENROSE prompt notice of any alleged defects that appear or should have been discovered after the exercise of reasonable diligence. GENROSE must be permitted to inspect the product and thereafter to follow its warranty services procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by GENROSE and shall be final and binding upon the parties. This warranty applies to products that have been maintained according to GENROSE's Care Guide. This warranty does not cover damage caused by mishandling, misuse, or damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather and climate conditions. In addition, GENROSE shall not be responsible for any damage or injury caused in whole or in part by acts of God, climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, war, nor any other damage or injury not solely and directly caused by defects in products covered by this warranty. Laws and building and safety codes governing the design, engineering and construction of installations vary widely. GENROSE assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and constructions of the installation.

This warranty is issued to the original owner of the structure into which product was installed and expires on the earlier of five years after the date of completion of the work or upon transfer of the ownership of the structure to a third party.

This is the only warranty made by GENROSE. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of GENROSE with respect to such products or workmanship. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon GENROSE unless made in writing and signed by an authorized employee of GENROSE.

This warranty shall be null and void unless the products have been paid for in full.

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Warranties:

Ferazzoli Imports of New England, Inc. DBA Genrose Stone and Tile offers no warranties beyond the manufacturer's warranty on material. 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.

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 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.