

**TRANS CERAMICA LTD/ TRANS CERAMICA LTD.DBA "EUROWEST DECORTIVE SURFACES"
GENERAL TERMS AND CONDITIONS OF SALE**

1. ORDERS All orders must be in writing as well as any possible modification, and are subject to Trans Ceramica Ltd.'s ("Seller") approval and acceptance at Seller's office located in Itasca IL. and/or Anaheim, CA. Executed facsimile copies will be deemed originals. Acceptance of orders, whether oral or written, is based on the express condition that Customer or Buyer ("Buyer") agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer of any order will constitute Buyer's agreement to be bound by all these General Terms and Conditions of Sale ("terms and conditions"). These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Seller unless made in writing and signed and approved by an officer of Seller. No modification of any of these terms will be effected by Buyer's purchase order, shipping request or similar forms containing printed terms

2. PRICES AND PAYMENT TERMS Seller applies the current gross prices reflected in its price lists less the discount if any, that Seller has agreed in writing to provide Buyer. Prices are subject to change without notice. Efforts are made to keep all customers informed of price changes. Copies of Seller's new price list are available upon request. All prices quoted are F.O.B. place of shipment, Trans Ceramica, Ltd. Warehouse (Itasca, IL, Pennsauken, NJ, Anaheim, CA, San Leandro, CA) unless otherwise specified. Payment is due at the time the order is placed unless "Open Account" status has been previously arranged through Seller's Credit Dept. Once credit is granted, terms are usually NET 30 days from invoice date. The order is deemed fully invoiced at the time of pick up even if only part of the order is picked up. Pallet charge is \$10 and is not refundable. All orders picked up from the customer in our warehouses of Itasca, IL, Pennsauken, NJ, Anaheim, CA and San Leandro, CA, are subject to tax unless resale certificate and/or tax exempt certificate is presented at the time the order is placed. If goods are shipped and State law requires the imposition of a tax, the amount of the tax will be added to the price. Payment must arrive within the due date so Buyer must consider 5 (five) working days for mailing process. Mailing address for payments is "TRANS CERAMICA LTD - 1159 BRYN MAWR - ITASCA, IL 60143." Accounts past due will be charged a service charge of 1-1/2% per month or the maximum permissible rate, whichever ever is lower. Acceptance of any late payment by Trans Ceramica or any part thereof does not constitute a waiver of any of Trans Ceramica's rights hereunder. NON-payment or delayed payment of invoices for any reason, gives Trans Ceramica the uncontested right to demand immediate payment of all outstanding invoices (including those not due yet). Trans Ceramica shall be entitled to recovery of any and all reasonable attorneys' fees and any costs incurred related to the collection of any amounts due to it under these terms and conditions. NSF checks charge is \$25.00 per check presented to Seller.

3. SHIPPING The time of an order's delivery shall be specified in the order. In no event, however, shall Trans Ceramica have less than five working days to deliver the order to the shipper. All orders are shipped F.O.B. place of shipment, Trans Ceramica warehouse (Itasca, IL, Pennsauken, NJ, Anaheim, CA, San Leandro, CA) unless otherwise specified. All tile is sold in full cartons, with the only exception of trim pieces. Trans Ceramica will automatically round up to the next full carton. Upon delivery of the goods to the carrier, title and all risk of loss or damage shall be borne by and be deemed the responsibility of the Buyer. All goods are carefully packed, inspected, and delivered to the carrier in good condition. Trans Ceramica's responsibility ends with delivery of goods to the carrier. All deliveries are shipped freight collect, unless otherwise previously arranged and agreed to by Seller. Unless a specific carrier is named by Buyer, all orders will be shipped via common carrier, all shipping charges to be paid by Buyer. UPS service is available on special request. Trans Ceramica shall not be liable for any delays in shipment or default in delivery for any reason of force majeure or any other cause beyond Trans Ceramica's reasonable control.

4. RETURNS AND CLAIM Any and all material which Buyer desires to return and which Trans Ceramica agrees to take back will be accepted in full unopened cartons only, and must be received in good condition. Buyer shall pay all transportation costs and delivery charges of any goods which may be accepted for return. There is a 20% restocking charge on all returned material. No returns whatsoever will be accepted without prior written authorization. No returns will be accepted on special orders as defined below or for any kind of grouting material. No returns honored after 30 days from date of purchase and/or on material if such order does not match any current Trans Ceramica run numbers. In addition, no returns will be accepted on discontinued material. Any and all claims which the Buyer may have regarding acceptability of any goods must be resolved prior to Buyer's use thereof. Any use or attempted installation of the goods constitutes unconditional acceptance of the goods as conforming to the description appearing on the order form. Any goods claimed to be defective must be held for inspection by Trans Ceramica and/or its agent. No claim or credit will be considered for goods that have been disposed of or destroyed prior to inspection and written authorization from Trans Ceramica. No claims concerning compliance with the order requirements shall be made unless within 5 days after the receipt of the goods. Color variation is inherent in any fired product or natural stone. Trans Ceramica will supply the run/color in stock at the moment of the order unless otherwise requested. Any claims for color variation or possible defects in material must be made before attempts at any installation of the goods or any part thereof. Trans Ceramica is not responsible for any damage occurring during the transportation or delivery of the goods. Any possible claim for material damaged during the transportation must be filed with the carrier by the customer.

5. SPECIAL ORDERS Special orders are any orders placed for material that is not a standard inventory item or of a quantity in excess of normal inventory and is required by the Buyer to be ordered pursuant to Buyer's request. Fabricated material is always considered special order. Special orders may require a deposit even if Open Account status has been arranged. No returns or cancellations whatsoever will be honored after such special order goods have been shipped from the manufacturer. Special orders that are brought in per Buyer's instruction will be invoiced upon receipt. Material not picked up upon receipt will incur storage fees in the amount of \$15.00 per pallet per month.

6. DEPOSITS AND SALE OF GOODS ON ORDER Purchases of goods on order are final, and deposits for such goods are non refundable. If Buyer fails to take delivery of the good within sixty (60) days from notification of arrival, Seller may sell all or part of the goods.

7. NO EXPRESS OR IMPLIED WARRANTIES Buyer expressly hereby acknowledges that Trans Ceramica has not made any promises, affirmations of fact, or guarantees relating to the goods except as expressly set out herein. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS APPEARING ON THE ORDER FORM. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER HEREBY ACKNOWLEDGES THAT THE GOODS ARE SOLD AS IS.** Buyer understands and acknowledges that variations in size, color and texture are inherent in brick, stone, ceramic tile, marble, grouts and related materials. Trans Ceramica is not responsible for any failures resulting from tiles being installed in unsuitable areas or improper installation.

8. NO GUARANTEE IS MADE AGAINST WEAR. All glazed tiles will scratch and wear and it should be expected in areas of heavy traffic. Degree of wear is a function of maintenance and abrasion. Seller cannot be responsible for failures resulting from tiles being installed in areas where they are not suitable. Wear will be apparent sooner on light or white colored tile.

9. LIMITATION OF REMEDIES Trans Ceramica shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the goods or this agreement, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Trans Ceramica's liability hereunder in any case is expressly limited, at Trans Ceramica's election, to repair or replacement (in the form originally shipped) of goods found not to be in compliance with the parties' order, or to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods. In addition, no claim arising out of or relating to these terms and conditions shall be deemed valid and under no circumstances shall be enforceable if not made within one year of the date of the order pursuant to these terms and conditions.

10. BUYER'S SOLVENCY. Buyer represents and warrants that it is presently solvent and does not reasonably anticipate filing for protection under the United States bankruptcy laws, or making an assignment for the benefit of creditors. Buyer's continued solvency and good credit standing are conditions for Seller's performance under this agreement.

11. ARBITRATION OF DISPUTES Any and all disputes arising out of or relating to any order or other agreement including these terms and conditions between Buyer and Trans Ceramica shall be subject to binding arbitration to be conducted in Cook County, Illinois before the American Arbitration Association, pursuant to its then current Commercial Arbitration Rules by one arbitrator, and judgment on such award may be entered in any court having jurisdiction. All sales made by Trans Ceramica are governed by the substantive law of Illinois without giving effect to its conflicts of law principles. The prevailing party in any action (including collection or arbitration) brought to interpret or enforce these terms and conditions, including any action for damages, shall be entitled to recover its actual, out-of-pocket attorney's fees and costs of suit and collection. Buyer's signature or that of its authorized agent or representative on any order or acceptance of any goods delivered thereunder pursuant to these terms and conditions constitutes full acceptance of all the Trans Ceramica General Terms & Conditions of sales. Any and all orders placed by Buyer after the date of these terms and conditions shall be governed subject to and handled in accordance with these terms and conditions. This agreement does not bring any substantial change on Trans Ceramica's sales policy but it is just a formal reviewing of it.

12. SEVERABILITY The invalidity of any of the provisions of the Contract shall not effect or impair the validity of enforceability of the remainder of the provision of the Contract.