



Terms & Conditions of Sale

1. Definitions

"Finzzi" means Finzzi Surfaces USA, LLC, or any of its affiliated companies who is the seller under this invoice.
"Customer" means the person who is the purchaser under this invoice.

2. Establishment of Credit

If a credit application previously submitted by Customer is approved by Finzzi in its sole discretion. Customer shall execute any other documents deemed necessary by Finzzi for the establishment of credit.

3. Promise to Pay

In return for Finzzi extension of credit, Customer promises to pay Finzzi for the purchases it makes on account and for any related service charges and interest according to the terms here in.

4. Terms

Payments for products purchased by customer on account shall be due no later than thirty (30) days unless otherwise agreed from the date of invoice. Any invoice not paid by the thirtieth day is past due and shall accrue interest, compounded daily, at the highest rate allowed by law. Failure to make a payment within the terms stated herein shall subject the account to credit restrictions.

5. Deposit Payments

Once a deposit has been paid against a production, the deposit is non refundable upon the completion of said production.

6. Security Interest

Customer grants Finzzi a purchase money security interest in all products purchased by Customer on account from Finzzi and in all cash and non-cash proceeds from Customer's sales or transfer of such products until Finzzi receives full payment therefore, Customer hereby grants Finzzi the irrevocable power of attorney to execute and file financing statements on Customer's behalf reflecting the security interest granted herein.

7. Events of Default

Customer will be in default on the happening of any of the following events.

- Failure to make payment when due on any of Customer's obligations to Finzzi or failure by Customer to perform any of the agreements or provisions referred to herein, in any other agreement executed with reference hereto, or in any instrument evidencing any of the Customer's obligations to Finzzi
- Discovery of any falsity of any warranty, representation or statement contained herein or made or furnished to Finzzi by or on behalf of Customer connection herewith or to induce Finzzi to extend credit to Customer.
- Suit is filed in connection with any levy, seizure or attachment of the products sold here under.
- At any time, in the opinion of Finzzi, the financial condition of Customer becomes impaired or the collateral is unsafe
- Customer's death, dissolution or other termination of existence, merger or consolidation with another, insolvency, forfeiture of right to do business, business failure, appointment of a receiver, of any part of the property of Customer, the calling of any meetings of or the assignment for the benefit of creditors by Customer, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Customer or any guarantor for Customer.

8. Remedies on Default

On occurrence of an event of default, Finzzi shall have the following remedies.

- Finzzi may, without notice to Customer, declare all or any of the obligations immediately due and payable, Finzzi shall have in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code.
- Whenever an attorney or collection agency is employed to collect any obligation or to enforce any right of Finzzi against Customer hereunder, whether by suit or other means, Customer shall pay Finzzi'S attorney / collection agency's fees and associated legal costs.



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9. Pricing

The price of product for each transaction shall be as set forth in the invoice provided by Finzzi for each transaction; Finzzi shall have the right to change the price of products from time to time as may be required.

10. Payment Terms

Customer shall pay cash on delivery (C.O.D) for all products, unless sufficient prior credit has been established by Finzzi in favour of Customer. Credit may be established only upon: (a) approval by Finzzi, in its sole discretion, of Customer's credit application, (b) execution by Customer of the related credit agreement and (c) execution by Customer of a financing statement in the form prescribed by Finzzi and any other document deemed necessary by Finzzi

11. Finzzi as Agent

Finzzi acts as the "agent" of the Customer for the purpose of performing duties in connection with the transportation of goods sold to Customer.

12. Limitation of Actions

Unless subject to a specific statute or international convention, all claims against Finzzi for a potential or actual loss, must be made in writing and received by Finzzi, within (5) days of the event giving rise to claim; the failure to give Finzzi timely notice shall be a complete defence to any suit or action commenced by Customer.

13. No liability for the Selection or Services of Third parties and/or Routes

If the Customer requests for Finzzi to arrange for transportation Finzzi shall use reasonable care in its selection of carriers(s), or in selecting the means, route and procedure to be followed in the handling, transportation and delivery of the shipment. The Customer agrees that Finzzi shall not be liable for any delay or loss of any kind, which occurs during such transportation to Customer, which shall be liable for any changes or costs incurred by Finzzi. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents, and in no case against Finzzi; in connection with such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

14. Quotations not binding

Quotations as to product prices, freight charges, insurance premiums or other charges given by Finzzi to the Customer are for informational purposes only and are subject to change without notice.

15. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing Finzzi is under no obligation to procure insurance on Customer's behalf, in all cases Customer shall pay all premiums and costs in connection with procuring requested insurance.

16. Preparation and issuance of Bills of Lading

Where Finzzi prepares and/or issues a Bill of Lading, Finzzi shall be under no obligation to specify thereon the number of pieces, packages and/or cartons etc.; unless specifically requested to do in writing by Customer or its agent and Customer agrees to pay for the same.

17. Acceptance of orders

Finzzi shall have the right to refuse delivery of products to Customer for any or no reason whatsoever, and in particular if: (a) Customer is past due on any outstanding invoice, or (b) Customer has exceeded its credit limit, as periodically established by Finzzi. Finzzi shall not be liable for any loss or damage Customer may suffer as a result of delays filling accepted orders.

18. Returned Check Fee

If any check tendered by customer is returned to Finzzi unpaid by the bank for any reason whatsoever. Finzzi may charge Customer the amount of the check plus a reasonable service fee which shall be the greater of twenty-five dollars (\$25.00) or one percent (1%) of the check amount. Such service fee shall be in addition to all other remedies provided by law.



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19. Limited Warranty

Finzzi warrants its ownership to all products sold hereunder and that its products are manufactured in conformance with good manufacturing practices and applicable industry standards. Product should be checked for defect prior to installation. Finzzi is not responsible for and shall have no liability for, and does not warrant against crazing, scratching or wear on surfaces, defects discovered after installation, alteration of materials, abrasion on installed surface, slipping, mishap or other injury due to the products characteristics. Finzzi's liability with respect to Customer's claims for non-conforming products and Customer's sole and exclusive remedy therefore shall be limited to the replacement with like kind products, and Finzzi shall in no event be liable for any incidental or consequential damages. IT IS EXPRESSLY AGREED THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN OR ARE MADE BY FINZZI EXCEPT AS STATED HEREIN. AND FINZZI MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF PRODUCTS.

20. Returns

All claims for defects in quality or quantity of products are waived by Customer and will not be allowed by Finzzi if notice in writing is not delivered to Finzzi within five (5) days after receipt of products by Customer and prior to any installation thereof, whichever occurs first.

21. Entire Agreement

This instrument contains the entire agreement between the parties with respect to its subject matters and may only be changed by agreement in writing signed by the party against whom enforcement of any waiver, change modification or discharge is sought. This instrument cancels and supersedes all previous contracts and agreements between Finzzi and Customer with respect to its subject matters.

22. No Waiver

The failure of Finzzi to insist in any one or more instances, upon strict performance of any covenants or agreements here under or exercise any of its options herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement or option shall continue and remain in full force and effect. No waiver by Finzzi of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Finzzi.

23. Governing Law

The invoice and the rights and obligations of the parties hereto shall, in all respects be construed and governed by and in accordance with law of the State of Florida, with venue in Miami-Dade County, disregarding any conflict of laws provisions.

24. Venue

The parties irrevocably consent to the jurisdiction and exclusive venue of the state and federal courts located in Miami-Dade County, Florida. In connection therewith, Customer hereby waives any and all privileges and rights, which it may have relating to venue, and further agrees that any action brought with respect to this invoice shall be brought and held in the appropriate court in Miami-Dade County, Florida and Customer irrevocably submits to the exclusive jurisdiction of such courts.

25. No Jury Trial

CUSTOMER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS INVOICE OR ANY DEALINGS BETWEEN FINZZI AND CUSTOMER. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, IN THE EVENT OF A LITIGATION, THIS INVOICE MAY BE FILED WITH THE COURT AS CUSTOMERS WRITTEN CONSENT TO A BENCH TRIAL.

26. Severability

The invalidity, illegality, or enforceability of any provision of or obligation under this invoice shall not effect or impair the validity, legality, or enforceability of the remaining provisions of or obligations under this invoice.