



## DIRECT MARKET TERMS AND CONDITIONS

The following terms (the "Terms") apply to any customer ("Customer") purchase of any General Shale product ("Product").

1. These Terms shall control over any Customer document. General Shale shall not be liable for any delay or failure to deliver any Product in case such delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil disturbance, fire, flood, accident, storm or any act of God, delays of common carriers, failure of supplies or other causes beyond General Shale's control.
2. All prices are subject to change for any reason including increased plant and other charges at the time of sale. Pricing does not include state and/or local taxes, all of which are Customer's responsibility. General Shale reserves the right to require pre-payment for special order or custom Product and/or storage charges in the event Customer delays scheduled delivery.
3. All risk of loss transfers to Customer upon delivery to Customer or Customer's carrier or agent. Customer will inspect the goods immediately upon receipt and report loss or damage or shortages within 24 hours to the carrier and General Shale or be barred from any claim. Customer will provide General Shale with written notice of any claimed defect or breach of warranty (including claims from Customer's purchaser or any end user) as soon as possible and will, to the maximum extent possible, assist General Shale in minimizing any damage(s) resulting from any claimed defect or breach of warranty.
4. Terms are specified at time of sale and are shown on invoice. A 1.5% finance charge will be assessed on past due balances at time of statement. Terms are ; net 45 days unless negotiated prior to invoicing.
5. Customer shall insure that all Product conforms to project specifications before installation and that all packaging, including product literature and instructions, are delivered to Customer's purchaser or any end user. Customer shall indemnify, defend at its cost and hold General Shale harmless for, from and against any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, losses or expenses resulting from a breach of these obligations.
6. **GENERAL SHALE MAKES NO WARRANTY THAT EXTENDS BEYOND THE GENERAL SHALE PRODUCT DESCRIPTION. GENERAL SHALE SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL GOODS ARE SUBJECT TO VARIATIONS PERMITTED UNDER APPLICABLE INDUSTRY STANDARDS, INCLUDING SIZE, COLOR, TEXTURE, CHIPPAGE OR WARPAGE. SAMPLES (INCLUDING CARDS) ARE ILLUSTRATIVE ONLY AND MAY NOT SERVE AS THE BASIS FOR ANY PRODUCT WARRANTY. PRODUCT USE OR RESALE IS ACCEPTANCE AS CONFORMING GOODS.**
7. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PRODUCT DEFECT, NON-CONFORMITY OR BREACH OF WARRANTY SHALL BE PRE-INSTALLATION PRODUCT REPLACEMENT.** In the event that pre-installation replacement cannot in General Shale's judgment be made, then General Shale may elect to refund the Product purchase price as the sole and exclusive remedy. **GENERAL SHALE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO ANY DAMAGES FOR REPLACING OR REMOVING ANY BRICK, STONE, MASONRY OR OTHER PRODUCT FROM ANY STRUCTURE.**
8. Claims of any nature pertaining to any Product shall be filed in a court of competent jurisdiction within **one (1) year** of delivery or be forever barred. In the event that General Shale successfully defends against any claim filed by Customer, Customer shall be responsible for General Shale's costs of defending said claim(s), including but not limited to reasonable attorney's fees.
9. General Shale reserves, in its sole discretion, the rights to (a) suspend sales, including installment sales, to Customer if any part of Customer's account with General Shale is delinquent, (b) place Customer on credit hold, and (c) demand that all Product is paid for in full prior to delivery.
10. Truck deliveries "F.O.B. job site" will be made only on suitable and accessible surfaces. When the Customer requests delivery "inside the curb", Customer assumes all responsibility for mud tracked on streets and for any damage, including to sidewalks, driveways, buildings, trees, shrubbery, lawns, and any other structure. Delivery in separate lots is permitted.
11. No goods may be returned without prior authorization and all returns are subject to applicable restocking charges.
12. Except as otherwise provided in writing, these Terms supersede any and all prior or contemporaneous understandings, negotiations, discussions or agreements and constitute a complete, exclusive and final written expression of all the terms of sale and any representations, promises, warranties or statements by General Shale or its agents that differ in any way from the terms hereof shall be given no force or effect. Only a writing signed by the Vice President of Sales of General Shale may amend these terms. No waiver of any provision herein shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.