

**Terms of Sale**

Wausau Tile's offer to sell our products is expressly limited to acceptance of the terms set forth in this Standard Terms of Sale Agreement (Agreement). Terms that are additional to, conflicting with or different from those set forth in this Agreement are rejected unless expressly accepted in writing and signed by a corporate officer or a credit department representative of Wausau Tile.

**Payment Terms****A. Canada Destination**

All orders under \$3,000.00 (U.S. or Canadian) are to be paid in full by credit card, ACH, or wire at the time order is placed. All other orders are to be paid in full before order or partial order ships unless credit is approved.

For orders with credit terms to Canada destination, timing of payment is:

- A. 1<sup>st</sup> payment is 30% of quoted price to Wausau Tile before production is scheduled;
- B. 2<sup>nd</sup> payment is 30% of total invoice amount to Wausau Tile before first product ships; and
- C. 3<sup>rd</sup> payment is the outstanding invoice balance within thirty days after first product ships.

For all orders: Failure to pay according to Wausau Tile terms may suspend production of unfilled orders and will negate credit terms on future orders. A finance charge of 1-1/2% per month (18% per annum) is added to past due invoices. Collection costs and attorney fees incurred by Wausau Tile in attempting to collect a past due invoice are added to the customer's past due balance.

**B. United States (U.S.) Destination**

All orders under \$3,000.00 (U.S.) are to be paid in full by credit card, ACH, or wire at the time order is placed, except municipalities, school systems, government agencies and approved accounts pay the invoiced amount thirty days after the ship date.

All orders of \$3,000 or more (U.S.) are to be paid in full before order or partial order ships, except municipalities, school systems, government agencies and approved accounts pay the invoiced amount thirty days after the ship date or per credit terms. A credit application form may be required to be filled out before credit is extended and credit terms are approved.

New customers with an order greater than \$3,000.00 are required to prepay a minimum 30% of the total quoted price with the balance subject to credit approval and credit terms.

For all orders: Failure to pay according to Wausau Tile terms may suspend production of unfilled orders and will negate credit terms on future orders. A finance charge of 1-1/2% per month (18% per annum) is added to past due invoices. Collection costs and attorney fees incurred by Wausau Tile in attempting to collect a past due invoice are added to the customer's past due balance.

**Custom Orders**

All custom orders require a minimum deposit reflecting 30% of the total quoted price before production is scheduled, with the exception of approved accounts. Remainder of payment will be per the terms previously set forth in this Agreement. Custom made products cannot be returned. Customer is responsible for confirmation of logos, specifications, field measurements and quantities.

**Method of Payment – U.S. and Canada Destinations**

Payments are to be in U.S. dollars for “ship to” product destination in U.S.

Payments may be in either U.S. dollars or Canadian funds for “ship to” product destination in Canada.

For both U.S. and Canada destinations, we accept credit card payments through MasterCard, VISA, American Express, or Discover. Money order, approved bank check, cashier’s check or wire transfer may also be used.

**Government Sales Tax, Use Tax or Other Applicable Tax**

Applicable sales tax, use tax or any other government sales/use tax regardless of originating country, municipality or province will be charged on all applicable orders and added to the invoice unless customer presents a tax exempt certificate or its equivalent as recognized by the applicable governmental taxing authority prior to shipment. Because tax rates may change during the processing of the order, the applicable tax amount is estimated on a quote and then recalculated, finalized as a line item added to the total invoice amount based on shipment date. Please send your tax exempt certificate at time of order.

**Freight Charges and Fuel Surcharges**

Product is sold using:

- A. United States Destination
  - a. FOB – Destination
  - b. 3<sup>rd</sup> Party or collect – FOB Origin
- B. Canada Destination
  - a. 3<sup>rd</sup> Party billing – Exworks (EXW)
  - b. Prepaid – door to Port – delivered at terminal (DAT)
  - c. Canadian shipment utilizing Wausau Tile broker – Delivery Duty Paid (DDP)

Freight charges are prepaid and added to invoice. Fuel surcharges will be determined at time of shipment. All weights listed are approximate inclusive of packing material. On orders that require prepayment, a firm quote will be given at the time an order is placed.

**Acceptance**

Acceptance occurs upon the earlier of: (a) date the product is installed, (b) date the product is used, or (c) ten calendar days after delivery. Customer and/or its agent shall provide Wausau Tile with written notice of any defect as well as notice of any claim under Wausau Tile’s limited warranty before product installation takes place. Such notice shall be by registered mail to Wausau Tile, Inc.

**Cancellations**

No order can be cancelled without obtaining written approval from your sales representative. Fees may be charged depending on the circumstances of your order.

**Returns**

Custom made products cannot be returned. Non-custom products can only be returned at time of original delivery if (1) it is authorized by your sales representative and (2) customer has paid a restocking fee of 30% of product charge (per invoice) plus all delivery and return freight charges.

**Freight Claims**

We take extreme care to ensure that your shipment arrives in acceptable condition. When your shipment arrives, the carrier will provide you with a delivery receipt. It is vital that you count the number of pieces being delivered and inspect each carton for damage prior to signing this document. No claims for damage or missing merchandise can be made unless it is recorded on this delivery receipt. Claims for hidden

Wausau Tile, Inc.

PO Box 1520 Wausau, WI 54402-1520

Toll Free Number: 800-388-8728

Fax Number: 715-355-4627

Effective as to all quotes or orders placed on or after October 14, 2019

damage must be reported to Wausau Tile in writing within 10 calendar days of receipt of delivery. If you have questions or encounter any difficulty, please call our customer service department at 800-388-8728.

**Limited Warranty**

The offer to sell Wausau Tile products is expressly limited to acceptance of the warranty terms set forth in this LIMITED WARRANTY. By purchasing a Wausau Tile product, you accept the LIMITED WARRANTY terms herein. THIS LIMITED WARRANTY AND REMEDIES HEREIN ARE EXCLUSIVE AND INSTEAD OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, WRITTEN, STATUTORY, LEGAL OR EQUITABLE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. ALL WARRANTIES ARE EXCLUDED EXCEPT THOSE EXPRESS WARRANTIES STATED ON THE FACE OF THIS LIMITED WARRANTY. REMEDIES FOR ANY BREACH OF THIS LIMITED WARRANTY ARE LIMITED TO WAUSAU TILE'S ABSOLUTE OPTION TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT AND THERE IS NO OTHER REMEDY AVAILABLE. WAUSAU TILE SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY BEYOND WAUSAU TILE'S PRODUCT; AND, WAUSAU TILE IS NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FOR ANY CLAIMS, INCLUDING BUT NOT LIMITED TO TORT, STRICT LIABILITY, STATUTORY, BREACH OF EXPRESS WARRANTY, BREACH OF IMPLIED WARRANTY, AND BREACH OF CONTRACT. NO PERSON IS AUTHORIZED TO MAKE ADDITIONAL STATEMENTS, PROMISES, GUARANTIES, WARRANTIES OR REPRESENTATIONS REGARDING PERFORMANCE OF WAUSAU TILE PRODUCTS. Terms that are either additional to, conflicting with or different from those herein are excluded unless specifically agreed to in a separate writing and signed by a corporate officer or division manager of Wausau Tile. This LIMITED WARRANTY is for the benefit of the original purchaser of the Wausau Tile product who may transfer this LIMITED WARRANTY to the owner of the real estate where the warranted product is originally installed.

Concrete products may exhibit efflorescence which appears as a white stain on some colored concrete products as the result of moisture evaporation. Efflorescence is a common condition to which concrete products are susceptible. It generally clears up and eventually dissipates as concrete products age. Efflorescence is a condition that does not affect the structural integrity or the longevity of the product and is not covered under this warranty.

It is the expectation of Wausau Tile and the understanding of the customer that all terrazzo products are to be stored and installed in an interior, climate controlled environment.

Wausau Tile products are warranted to be free from defect in material and workmanship during manufacturing based on applicable industry standards. Warranty periods begin on delivery date of the warranted product and extend for the period listed below:

- Precast terrazzo products are warranted for one year.
- Terrazzo tile, plastic and metal pieces are warranted for one year.
- Framing and aluminum products are warranted for two years.
- Powder coating is warranted for two years.
- Powder Coated products is warranted for 2 years.
- Concrete site furnishings are warranted for two years.
- Pavers are warranted for three years if properly installed according to both project specifications and Wausau Tile installation recommendations. Placing pavers on non-Wausau Tile pedestals voids this LIMITED WARRANTY.

If any Wausau Tile product fails to perform due to a defect in workmanship or materials within the applicable warranty period, then Wausau Tile, at its sole option, will either repair or replace the defective product. The dollar amount of warranty coverage under this LIMITED WARRANTY shall not exceed the invoiced price for the defective product itself, excluding sales tax and freight. This LIMITED WARRANTY is void if the product is not maintained as recommended by Wausau Tile. Wausau Tile's warranty does not cover cosmetic scratches, dents, normal discoloration or fading. Due to inherent properties of concrete and cement products, it is normal for variations in shading or color to be present in a finished product or occur over time due to sunlight exposure or other environmental factors; and, those variations in shading or color are not covered by this LIMITED WARRANTY. This LIMITED WARRANTY does not cover cracking, chipping or other damage caused by: (a) settling or other foundation movement regardless whether caused by man-made or natural environmental causes, (b) failure of the structure or its foundation, (c) failure of non-Wausau Tile products or (d) improper storage or handling after delivery. There is no warranty for damage caused by impact, vandalism, acts of third parties or natural disaster. Alteration of product, floor or tiles voids this LIMITED WARRANTY. Installation of structures, fixtures or utilities on or through the product without prior written approval from Wausau Tile voids this LIMITED WARRANTY.

As a precondition to validate any warranty claim, purchaser must present written notice of a warranty claim to Wausau Tile within 30 days after a warranty claim accrues or within 30 days after purchaser first notices an alleged defect, whichever is earlier. If purchaser or its installer believes a defect exists, do not install the product; instead, contact Wausau Tile within 24 hours after notice of alleged defect and make a warranty claim to Wausau Tile. While this LIMITED WARRANTY is in effect, Wausau Tile and its agents shall have free access to inspect, test, repair or remedy the warranted product and Wausau Tile shall have the first opportunity to remedy any alleged defect.

In any dispute as to the LIMITED WARRANTY or defective product, the purchaser or Owner making a claim (Claimant) has the burden of proving all elements under applicable law plus: (1) the product was installed according to applicable industry and project specifications, (2) the product was maintained according to applicable maintenance recommendations, and (3) the product was defective within the meaning of this LIMITED WARRANTY. Any dispute between Buyer and Seller is controlled by the law of the State of Wisconsin USA. Jurisdiction and venue for conflict resolution, suit or claim shall be in the State of Wisconsin, USA. In the event a civil action is filed, Wausau Tile and Claimant shall attempt mediation facilitated by a mutually agreed upon neutral mediator before conducting formal discovery. At mediation, both Wausau Tile and Claimant shall each have a designated representative attend who has full authority to settle the civil action. Wausau Tile and Claimant shall be responsible for their own attorney fees and any other expense associated with mediation as well as paying for an equal share of the mediator's fee. To obtain installation or maintenance recommendations, request information on extended warranties or make a warranty claim contact: Wausau Tile, Inc., attention General Manager, by mail at PO Box 1520, Wausau, WI 54402, by fax at 715-355-4627 or by email at [wtile@wausautile.com](mailto:wtile@wausautile.com)