



SELLER'S STANDARD TERMS AND CONDITIONS OF SALE

1. Acceptance. All offers to sell and sales by Madison Block & Stone LLC and its affiliates (collectively, the "Seller") of any products, materials, accessories or goods for landscaping, masonry or other building or miscellaneous uses, including limestone, pavers, flagstones, miscellaneous concrete products, sands, gravel, rock boulders, soils, salts, cleaners, sealers, edging, grids, fabrics, tools, and such other landscaping, masonry or other building articles or items, and/or any other services included therewith (collectively, the "Goods") to the person who buys or contracts to buy any such Goods from Seller (the "Buyer"), and each Order (defined below), is made subject to the following terms and conditions (the "Terms"), except as otherwise agreed to in writing and signed by Seller (each such Order, together these Terms, the "Agreement"). Buyer's acceptance of these Terms will be presumed from Buyer's acknowledgment of receipt of the applicable Order, acceptance by Buyer of all or any part of the Goods sold or supplied by Seller pursuant to the applicable Order or payment by Buyer or all or any part of the Goods sold or supplied by Seller pursuant to the applicable Order. No additional or different terms offered by Buyer shall become part of the descriptions or other provisions set forth in the applicable Order or these Terms, nor shall the descriptions or other provisions set forth in the applicable Order or these Terms be amended, supplemented or changed, unless agreed to in writing signed by Seller. If any description or other provision set forth in the applicable Order or these Terms is at variance with any terms and conditions contained in any purchase order or other document submitted by Buyer, the applicable Order and/or these Terms shall be the controlling document. The sale or supply of any Goods by Seller to Buyer pursuant to an applicable Order shall not be construed as an acceptance by Seller of any terms or conditions contained in any purchase order or other document submitted by Buyer which are different, at variance with or in addition to the applicable Order and these Terms. No oral agreement or other understanding shall in any way amend, supplement or change the applicable Order or these Terms unless agreed to in writing and signed by Seller.

2. Lien Notice. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SELLER, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO ARE REQUIRED TO AND DO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO OWNER'S MORTGAGE LENDER, IF ANY. SELLER AGREES TO COOPERATE WITH OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

3. Credit and Orders.

a. Credit. Seller shall not be obligated to extend any credit to Buyer. If Seller establishes or permits Buyer to purchase Goods on open account, Buyer shall maintain its account with Seller in accordance with the terms of payment and within the limits established or permitted from time to time by Seller's credit department.

b. Orders. Each accepted order for the sale or supply of any Goods by Seller to Buyer (each, an "Order") requires (i) a written Seller approved order, proposal, quote or other document issued by Seller to Buyer in respect of such Goods, together with Seller's authorized signature and date of acceptance, or (ii) a written Buyer approved purchase order in respect of such Goods, together with Seller's authorized signature and date of acceptance. Seller's confirmation of receipt of Buyer's purchase order or other document does not constitute Seller's approval or acceptance thereof, nor does it constitute an Order. Seller reserves the right at any time after receipt of Buyer's purchase order or other document to submit to Buyer a written Seller approved order, quote, proposal or other document in respect of Buyer's purchase order or other document. Each Order shall identify a Seller approved estimated pick-up or ship date in respect of Goods (the "Estimated Required Date"), the Seller's code for pick-up or ship, Seller's code for payment terms, the applicable product descriptions and numbers, the applicable unit quantities, the applicable purchase prices for the Goods being purchased by Buyer (excluding taxes, delivery charges, and any other exclusions provided herein), and the applicable taxes and delivery charges for the Goods being purchased by Buyer. Each shipment (including drop shipment) of any Goods to Buyer under the applicable Order shall be directed to the address of Buyer or the project specified in the applicable Order, which address shall be referred to herein as the "destination site" or the "project site". If pricing or any other information identified in the

applicable Order is incorrect due to error by Seller, Seller may correct such incorrect pricing or other information at any time. The Order may denote or otherwise identify certain Goods being purchased by Buyer as Non-Stock Goods or Special-Order Goods, and the order and sale of any Non-Stock Goods or Special-Order Goods shall be non-cancellable, non-returnable, and non-refundable in accordance with these Terms. Each Order is made subject to Seller's approval of Buyer's credit on terms satisfactory to Seller and Seller's right to allocate Goods among its customers. Any written Seller approved order, proposal, quote or other document issued by Seller to Buyer in respect of the sale or supply of any Goods by Seller to Buyer may be withdrawn by Seller before acceptance by Buyer, and unless agreed to in writing and signed by Seller, any such approved written Seller approved order, proposal, quote or other document shall expire thirty (30) days from the date shown thereon.

c. Changes. Any change to the applicable Order, including any change to the Estimated Required Date and the destination site or project site is subject to Seller's and Manufacturer's ability to perform and Seller's written approval. All such changes shall be made by a signed and dated written change order. Buyer will pay all additional charges from the Seller for any such change approved by Seller. Buyer will also pay all additional charges from the applicable Manufacturer for any such change accepted by such Manufacturer.

d. Prices. Prices quoted by Seller in the applicable written Seller approved order, quote, proposal or other document issued by Seller to Buyer in respect of such Goods, unless the same is withdrawn by Seller or deemed withdrawn as provided herein, are firm for thirty (30) days from the date shown thereon, unless agreed to in writing and signed by Seller.

e. Other Exclusions from Goods and Pricing. Unless otherwise provided in the applicable Order, the Goods and the prices for any Goods exclude any fabrication, installation, special handling, packaging, crating, insurance, storage, safekeeping and security, plans and specifications, drawings (shop, BIM or other drawings), field measurements, engineering, design, anchors, dowels, water proofing, damp proofing, caulking, permits or any other labor, materials or services.

f. Availability of Goods. Each Order is subject to availability of applicable Goods, and Seller may cancel all or part of any Order due to unavailability of applicable Goods. If all or part of the Order is cancelled due to unavailability of applicable Goods and any deposit or prepayment applicable to such unavailable Goods has been received, Seller shall promptly reimburse Buyer by means of a credit or a refund in the amount of such deposit or prepayment in question.

4. Invoicing; Payment Terms. Unless otherwise agreed in writing by Seller, each Order will be invoiced as follows: (i) upon pick-up by Buyer of a substantial portion of such Goods or Seller's notice to Buyer of the availability of such Goods for pick-up by Buyer, whichever first occurs, (ii) upon shipment of a substantial portion of such Goods to the destination site. Except as otherwise agreed to in writing by Seller, partial shipments may be made on account of any Order, which shipments will be separately invoiced and paid for when due, without regard to subsequent shipments. Where Buyer is unable to pick-up any Goods to be picked up by Buyer under the applicable Order on or before the Estimated Required Date, as determined by Seller, such Goods will be deemed picked-up and invoiced as if picked-up as of the Estimated Required Date, and (ii) where Buyer is unable to receive shipment of any Goods under the applicable Order at the destination site on the Estimated Required Date, as determined by Seller, such Goods will be deemed shipped and will be invoiced as if shipped as of the Estimated Required Date. Payment of any invoice balance is due in full on the date of such invoice, except where credit approval has been granted by Seller to Buyer and is in effect and payment of such invoice is due in full within thirty (30) days of the date of such invoice. All past due payments are subject to finance charges equal to one and one-half percent (1 ½%) per month for each month or fraction thereof elapsed after the date due until the date of payment. Buyer may not deduct retainage or make any deductions from payments due Seller, unless Buyer has received a written credit memorandum from Seller authorizing that deduction. If any payment is past due, in addition to any other remedy available to Seller under these Terms or by law for such default, Seller may cancel or suspend any further deliveries or supply of Goods and may declare all the liabilities of Buyer to Seller to be immediately due and payable. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of any writings or notations upon such checks or payments, or regardless of any other writings or documents, shall be applied by Seller against any amount owing by Buyer with full reservation of all of Seller's rights, without any accord and satisfaction of Buyer's liability. Buyer will pay Seller on demand all costs and expenses incurred by Seller, including reasonable attorneys' fees and court costs, in collecting any obligations owed by Buyer to the Seller. Payments by credit card (VISA, MasterCard, and American Express only) are currently accepted by Seller, but all such payments not received within thirty (30) days of the date of such invoice are subject to a 3% handling or convenience fee. Such fee will be added to the total balance due. Seller reserves the right to not accept any payments by credit card without notice.

5. Deposits. Unless otherwise agreed in writing signed by Seller, a deposit equal to the full purchase price of any Non-Stock Goods or Special-Order Goods is required at the time of the applicable Order for Non-Stock Goods or Special-Order Goods. A deposit equal to fifty percent (50%) of the full purchase price of any Stock Goods is required at the time of

the initial applicable Order for Stock Goods from a new customer. Deposits for any future applicable Order for Stock Goods may be negotiated. Deposits are also required if the Manufacturer requires a deposit.

6. Taxes. Prices of all Goods exclude any sales, use, excise or any other taxes, and all such taxes will apply and be added to the invoice. If Buyer is exempt from sales taxes it shall provide Seller a valid exemption certificate before or at the time of the applicable Order. Otherwise, any applicable sales or other taxes will be invoiced as a separate line item and Buyer agrees to pay all applicable taxes and/or reimburse Seller for any such payments made by Seller.

7. Delivery Charges. Prices of all Goods exclude any shipping or delivery charges and any other charges related to unloading, redirecting, handling, staging or moving such Goods, and all such costs and charges will be added to the invoice. Delivery (dump or pallet) of any Goods, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard charges for dump delivery or pallet delivery per trip inside Seller's local Madison area or secondary surrounding area. Charges for dump delivery or pallet delivery per trip for any destination outside Seller's local Madison area or secondary surrounding area may be negotiated. Any extra unloading, loading, handling or moving of any Goods in connection with any dump delivery or pallet delivery per trip related to such Good, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per person per hour or fraction thereof. Where any Goods are shipped via a drop shipper to Buyer, shipping terms are F.O.B. shipping point. Where any Goods are shipped via a drop shipper to Buyer with any freight, shipping, delivery or insurance costs pre-paid by such drop shipper or Seller, all such costs will be added to the invoice.

8. Select and Hold Orders. Each select and hold Order for any Stock Goods, unless otherwise agreed in writing by Seller, a deposit equal to the fifty percent (50%) of the estimated value of the Stock Goods is required at the time of such Order. Stock Goods subject to a select and hold Order will be held for a period of fifteen (15) days from the date of the Order, unless a different holding period is approved in writing by Seller. Buyer may cancel a select and hold Order in writing before the applicable holding period ends. If the select and hold Order is cancelled by Buyer before the applicable holding period ends and a deposit or pre-payment applicable to such select and hold Order has been received by Seller, Seller shall promptly reimburse Seller by means of a credit or a refund in the amount of such deposit or pre-payment in question. If the select and hold Order is not cancelled by Buyer or fulfilled by pick up or delivery before the applicable holding period ends, such select and hold Order will be deemed cancelled and Buyer will be deemed to have forfeited any payment made by Buyer in connection with such cancelled select and hold Order and to have forfeited any rights to the Stock Goods subject to the cancelled select and hold Order.

9. Risk of Loss to Goods and Claims. Buyer assumes all risk of loss or damage to any Goods covered by the applicable Order: (i) upon pick-up of such Goods by Buyer, (ii) upon drop shipment of such Goods to Buyer to the destination site, or (iii) upon delivery of such Goods via Seller to Buyer. Buyer shall not be released from any of its obligations to Seller because of any loss or damage to such Goods occurring after such pick-up, drop shipment or delivery. Seller shall not be responsible for any claims howsoever arising from or related to any loss or damage to such Goods occurring after such pick-up, drop shipment or delivery. Where any Goods drop shipped to the project site are lost or damaged in transit, Seller agrees to assist Buyer with respect to the processing of any claims on behalf of Buyer related thereto that may be made by Buyer within the warranty period stated by the Manufacturer of such Goods; provided, however, that Buyer will have only those warranty-related remedies provided by the Manufacturer of such Goods.

10. Cancellations, Returns, and Refunds.

a. Categories of Goods. Seller has grouped Goods according to certain categories, as follows:

(1). "Stock Goods" mean and include any Goods that are kept in physical stock in significant quantity and/or are frequently turned over by Seller in the ordinary course of its business.

(2). "Non-Stock Goods" mean and include (a) any Goods that are not kept in physical stock or not kept in physical stock in significant quantity by Seller in the ordinary course of its business, (b) any Goods Seller may retrieve or segregate specifically for Buyer or Buyer's project, (c) any Goods Seller may determine are packaged in a manner that prohibits breaking up by the section, pallet, box, crate, bundle, bag or other packaging, including natural thin veneer stone Goods and manufactured thin veneer Goods, and (d) any other Goods Seller may designate as discounted or discontinued.

(3). "Special-Order Goods" mean and include (a) any Goods subject to special dimensions, sizing, color, grading or other customization by Buyer, (b) any Goods Seller may specifically order for Buyer or Buyer's project, and (c) any Goods Seller may determine are out-of-market, special request or made-to-order Goods or any Goods that are subject to special or volume pricing.

Seller may designate certain specific Goods as belonging to a certain specified category of Goods, whether by the applicable Order or otherwise, and the sale of such designated Goods shall be subject to the terms and conditions of sale applicable to the specified category of Goods. For example, the sale of all Goods designated as Special-Order Goods, shall be subject to any specific terms and conditions of sale applicable to all Special-Order Goods.

b. Cancellations: Stock Goods. All or part of any applicable Order for any Stock Goods may be cancelled by Buyer in writing signed by Buyer and delivered to Seller within ten (10) days of the date of the applicable Order and before the date of pick-up or shipment of such Stock Goods. Any such approved cancellation for Stock Goods shall be subject to Seller receiving payment from Buyer of a cancellation charge or fee at a minimum rate of 25% of the purchase price of all approved cancelled Stock Goods, all of which charges, fees, and costs will be charged to Buyer and/or deducted from any reimbursement for Buyer. If any deposit or pre-payment has been received on account of such approved cancellation for Stock Goods, Seller shall promptly reimburse Buyer by means of a credit or refund of the remaining balance of such deposit or pre-payment in question after deduction of all applicable charges, fees, and costs.

c. Other Cancellations. No part of any applicable Order for any Non-Stock Goods or Special-Order Goods may be cancelled by Buyer without written approval of Seller. Any such approved cancellation for Non-Stock Goods or Special-Order Goods shall be subject to Seller receiving payment from Buyer of a cancellation charge or fee at a minimum rate of 25% of the purchase price of all approved cancelled Non-Stock Goods or Special-Order Goods and all additional charges or costs from the applicable Manufacturer for cancellation accepted by the applicable Manufacturer, all of which charges, fees, and costs will be charged to Buyer and/or deducted from any reimbursement for Buyer. If any deposit or pre-payment has been received on account of such approved cancellation for Non-Stock Goods or Special-Order Goods, Seller shall promptly reimburse Buyer by means of a credit or refund of the remaining balance of such deposit or pre-payment in question after deduction of all applicable charges, fees, and costs.

d. Returns and Refunds: Stock Goods. Except as otherwise provided herein, any Stock Goods sold or supplied by Seller to Buyer will be considered for return and reimbursement by means of a credit or refund. Except as otherwise provided herein, no return of any such Stock Goods will be considered or allowed unless: (i) no later than thirty (30) days after the date of pick-up of such Stock Goods by Buyer from Seller or delivery of such Stock Good by Seller to Buyer, the return of such Stock Goods in question is 100% complete and contains Buyer's written request for return of such Stock Goods in question, all original boxes, packaging, accessories, components, blank warranty cards and instruction manuals, if any, and proof of purchase by Seller, and Buyer has received and/or inspected such Stock Goods in question, (ii) such Stock Goods are in the condition required hereunder, as determined by Seller, and (iii) such return has been approved by Seller in its sole discretion. Except as otherwise provided herein, no return of any Stock Goods will be allowed unless such Stock Goods are in original and unused condition, as determined by Seller or will be allowed after thirty (30) days of the date of pick-up of such Stock Goods by Buyer from Seller or delivery of such Stock Goods via Seller or the drop shipper to Buyer. Subject to Buyer's adherence to such return period and return process provided for herein and the Stock Products in question meeting the conditions of return provided herein, and upon completion of Seller's consideration of Buyer's return request based on item description, inventory levels, time of year, other pending orders for same item description, Buyer's past return history, and such other factors deemed relevant by Seller, in its sole discretion, Seller will promptly advise Buyer on return status. By requesting return of any Stock Goods, Buyer certifies that all such Stock Goods were purchased from Seller and were not dumped and reloaded. No return of any natural stone Stock Goods, such as stone steps, wall stone, flagstone or stone outcropping, will be allowed unless such natural Stock Goods are received in original and saleable condition, as determined by Seller. No return of any Stock Goods that are pavers or retaining wall blocks of multiple sizes, sets or modules will be allowed unless received in full sets, layers or pallets in the same way as originally sold, as determined by Seller. No return of any Stock Goods that are pavers or retaining wall blocks of multiple sizes, sets or modules will be allowed unless received on separate pallets and separated by size, style, grade, and color, as determined by Seller. No return of any sawn or broken pieces of Stock Goods, as determined by Seller, will be allowed. No return of any Stock Goods that are natural stone Stock Goods will be allowed unless received separated by stone type and style and in clean condition, as determined by Seller. No return of any Stock Goods that are natural stone aggregates, topsoil, gravel, mulches or other similar materials or products unless received in original and saleable condition, as determined by Seller. Any natural Stock Goods, such as natural stone aggregates, topsoil, gravel, mulches or other similar items, that have been dumped at the project site and then reloaded are not in original and saleable condition and will not be accepted for return. Except as otherwise provided herein or otherwise agreed to in writing signed by Seller, Buyer is responsible for all charges and costs of shipping, delivery, freight, insurance, loading, unloading or handling related to Buyer's return of any such Goods. Except as otherwise provided herein, all charges to Buyer for shipping, delivery, freight, insurance, loading, unloading or handling under the applicable Order are non-refundable. No return of any Stock Goods by COD shipments will be accepted. If Buyer's request for return of any Stock Goods has been approved by Seller in its sole discretion, Seller shall promptly reimburse Buyer by means of credit or refund in the amount of the original purchase price of such returned Stock Goods. Seller reserves the right to consider, negotiate, and allow returns of any Stock Goods where Buyer has not adhered to the applicable return period and/or return process provided for herein and/or such Stock

Goods do not meet the conditions of return provided for herein. If Seller approves any such return of any such Stock Goods, Seller will promptly issue credit in the amount of the original purchase price of such returned Stock Goods, less a restocking charge or fee at a minimum rate of 25% of the original purchase price of all such returned Stock Goods and any other negotiated discounts, toward FUTURE PURCHASES OF GOODS ONLY.

e. Returns and Refunds: Pallets, Crates, Baskets, and Super-sacks. Except as otherwise provided herein, any empty, undamaged, and reusable pallets, crates, baskets, and super-sacks charged (whether by means of charge or deposit) to Buyer will be considered for return and reimbursement by means of a credit or refund. Except as otherwise provided herein, no return of any such pallets, crates, baskets or super-sacks will be considered or allowed unless: (i) no later than thirty (30) days after the date of pick-up of such pallets, crates, baskets or super-sacks by Buyer from Seller or delivery of such pallets, crates, baskets or super-sacks via Seller to Buyer, the return of such pallets, crates, baskets or super-sacks in question is 100% complete as provided herein and Buyer has received and/or inspected such pallets, crates, baskets or super-sacks in question, and (ii) such pallets, crates, baskets or super-sacks are empty, undamaged, and reusable, as determined by Seller. Except as otherwise provided herein, no return of any pallets, crates, baskets or super-sacks charged to Buyer will be allowed after thirty (30) days of the date of pick-up of same by Buyer from Seller or delivery of same via Seller to Buyer. Subject to Buyer's adherence to such return period and return process provided for herein and the completion of Seller's inspection of such pallets, crates, baskets or super-sacks, Seller will advise Buyer on return status. By requesting return of any pallets, crates, baskets or super-sacks, Buyer certifies that such pallets, crates, baskets or super-sacks were charged to Buyer by Seller and exclude any pallets, crates, baskets or super-sacks obtained from another supplier, distributor or other source. Except as otherwise provided herein, Buyer is responsible for all charges and costs of shipping, delivery, freight, insurance, loading, unloading or handling related to Buyer's return of any such pallets, crates, baskets, and super-sacks. Except as otherwise provided herein, all charges to Buyer for shipping, delivery, freight, insurance, loading, unloading or handling related to any pallets, crates, baskets, and super-sacks under the applicable Order are non-refundable. No return of any pallets, crates, baskets, and super-sacks by COD shipments will be accepted. If Seller approves in its sole discretion any such return of any such pallets, crates, baskets or super-sacks charged to Buyer, Seller shall promptly reimburse Buyer by means of credit or refund in the amount of the original charge for such returned pallets, crates, baskets, and super-sacks. Seller reserves the right to consider, negotiate, and allow returns of any pallets, crates, baskets, and super-sacks charged to Buyer where Buyer has not adhered to the applicable return period and/or return process provided for herein and/or such pallets, crates, baskets or super-sacks do not meet the conditions of return provided for herein upon such terms and conditions and at such prices as determined by Seller, including a restocking charge or fee at a minimum rate of 25% of the original charge for such returned pallets, crates, baskets or super-sacks. If Seller approves any such return of any such pallets, crates, baskets, and super-sacks charged to Buyer, Seller will promptly issue credit in the amount of the applicable negotiated amount, if any, toward FUTURE PURCHASES OF GOODS ONLY.

f. Other Returns and Refunds. Except as otherwise provided herein, any Non-Stock Goods or Special-Order Goods sold or supplied by Seller to Buyer are non-returnable and non-refundable. Seller reserves the right to consider, negotiate, and allow returns of any such Non-Stock Goods or Special-Order Goods upon such terms and conditions and at such prices as determined by Seller in sole discretion, including a restocking charge or fee at a minimum rate of 25% of the original purchase price for such returned Non-Stock Goods or Special-Order Goods. Except as otherwise provided herein, Buyer is responsible for all charges and costs of shipping, delivery, freight, insurance, loading, unloading or handling related to Buyer's return of any such Non-Stock Goods or Special-Order Goods. Except as otherwise provided herein, all charges to Buyer for shipping, delivery, freight, insurance, loading, unloading or handling related to any Non-Stock Goods or Special-Order Goods under the applicable Order are non-refundable. No return of any Non-Stock Goods or Special-Order Goods by COD shipments will be accepted. If Seller approves any such return of any such Non-Stock Goods or Special-Order Goods, Seller will promptly issue credit in the negotiated amount, if any, toward FUTURE PURCHASES OF GOODS ONLY.

11. Goods, and Additional Terms.

a. Natural Goods. Stones, rocks, sands, soils and other products of nature formed within or coming directly from the earth that are all or part of the Goods sold or supplied by Seller to Buyer pursuant to the applicable order are sometimes referred to herein as "Natural Goods". Buyer acknowledges different types of Natural Goods, and individual Natural Goods within any given lot or type of Natural Goods, are subject to natural differences and variations in color and shades of color, grades, and other characteristics, including texture, veining, thickness, density, and durability, features, and imperfections commonly existing or occurring in natural stone. **NO EXACT COLOR OR SHADE OF COLOR, GRADE, OR OTHER CHARACTERISTICS, INCLUDING TEXTURE, VEINING, THICKNESS, DENSITY OR DURABILITY, OF ANY NATURAL GOODS SOLD OR SUPPLIED BY SELLER TO BUYER IS WARRANTED OR GUARANTEED BY SELLER. NO MATCHING OF ANY COLOR OR SHADE OF COLOR, GRADE, OR OTHER CHARACTERISTICS, INCLUDING TEXTURE, VEINING, THICKNESS, DENSITY OR DURABILITY, OF ANY NATURAL GOODS SOLD OR SUPPLIED BY SELLER TO BUYER IS WARRANTED OR GUARANTEED BY SELLER.** All Natural Goods are sold and supplied by Seller subject to all natural characteristics,

features, differences, variations, and imperfections and all applicable standard manufacturing practices, variations, nominal dimensions, and tolerances of Seller's Manufacturers or recognized in the industry and all risks inherent in the nature and use of such Natural Goods. All Natural Goods sold on the basis of weight are subject to standard quantity variations recognized in the industry.

b. Manufactured Goods. All manufactured Goods are sold and supplied by Seller subject to all applicable standard manufacturing variances and all applicable industry nominal dimensions and all risks inherent in the nature and use of such manufactured Goods. Such nominal dimensions are not deemed tolerances. Buyer acknowledges all manufactured Goods are subject to tolerances as indicated by the applicable Manufacturer.

c. Samples. Any sample or model offered or furnished to Buyer and/or used in connection with any Order is offered or furnished free of charge and is illustrative only. The use of any such sample or model is not part of the bargain and does not constitute a representation or warranty of Seller, express or implied, regarding any Goods sold or supplied by Seller to Buyer. Seller shall not be held liable for Buyer's use of any such sample or model. Seller's policy is to create an approved Seller sample order with an authorized signature and date of acceptance reflecting each sample furnished to Buyer. Any approved sample order requires the project name, the project site location, the square footage of project and such other information required by Seller to understand the particulars of the project for better service. Samples will usually be labeled with black marker. Samples cannot be returned for credit.

d. Technical Assistance or Advice or Estimates. If any technical assistance or advice or estimates are offered or furnished to and/or used by Buyer in connection with any Order, such assistance, advice or estimate is offered or furnished free of charge and only as an accommodation to Buyer, shall be approved by Buyer's engineer within the context of Buyer's engineering and design requirements applicable to the project, and is not part of the bargain. Seller shall not be held liable for the content or Buyer's use of such assistance, advice or estimate, nor shall any such advice, assistance or estimate constitute a representation or warranty of Seller, express or implied. Buyer assumes all risk and is solely responsible for any overages or shortages of any Goods arising from the content or Buyer's use of any such technical assistance, advice or estimates and any errors or omissions in ordering, estimating or measuring any Goods for Buyer's project or changes to Buyer's project. Seller may rely on any drawings, plans, specifications, estimates, measurements, and other information given to Seller in connection with ordering, estimating or measuring any Goods for Buyer's project or changes to Buyer's project, and it is Buyer's responsibility to check, verify, and ensure the accuracy of any drawings, plans, specifications, estimates, measurements, information or situations that could skew any estimation of Buyer's need for any Goods for Buyer's project or changes to Buyer's project. Any engineering or design for any Goods is the sole responsibility of Buyer. If any stone anchoring method and/or design concept are offered or furnished to and/or used by Buyer in connection with any Order, such anchoring method or design concept is offered or furnished free of charge and only as an accommodation to Buyer, shall be approved by Buyer's engineer within the context of Buyer's engineering and design requirements applicable to the project, and is not a part of the bargain. Buyer assumes all risk and is solely responsible for any use of any such stone anchoring method or design concept.

e. Drop Shipments. Seller may direct drop shipment of part or all of the Goods under the applicable Order directly to the project site. In the case of any drop shipment of Goods under the applicable Order: (i) all receiving, inspecting, unloading, handling, redirecting, staging, and installation of any such Goods shall be the sole responsibility and expense of Buyer, (ii) all security and safeguarding of any such Goods after unloading shall be the sole responsibility and expense of Buyer, and (iii) any claims by Buyer related to any discrepancies between the drop ship Goods and the Goods specified by the applicable Order, such as shortages, incorrect or mislabeled product or overages, or any damaged to the drop ship Goods must be made in writing signed by Buyer and delivered to drop shipper and Seller no later than two (2) days after the date the drop ship Goods in question are delivered to Buyer and before any use or installation of any Goods in question by Buyer or any third party. Buyer's failure to make any such a claim within such 2-day period will be deemed to constitute Buyer's acceptance of such drop ship Goods in question in all respects and leave Buyer with only those warranty-related remedies otherwise provided herein. Seller must be allowed an opportunity to inspect any drop ship Goods in question before any use or installation thereof by Buyer or any third party. Any use or installation of any drop ship Goods in question by Buyer or any third party shall be deemed to constitute Buyer's acceptance of such drop ship Goods in question in all respects.

f. Normal Business Hours. Unless otherwise agreed in writing by Seller, any delivery of Goods under the applicable Order will be performed only during normal working hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.).

g. Access to Project Site. In the case of any shipment (including drop shipment) of Goods to Buyer to the destination site, Buyer shall provide at its sole expense unobstructed access to ready, available, and clean off-street space at the project site on the Estimated Required Date, as reasonably required by Seller or the drop shipper, before and during delivery, unloading, and handling of such Goods. The actual location where any Goods are deposited and/or unloaded at the project site is subject to the discretion and approval of any such carrier or Seller. Buyer acknowledges Seller will not deposit and/or unload any Goods on any road, street or highway, irrespective of whether applicable ordinances may prohibit the same. Any cleaning and preparation of the project site as necessary for delivery, unloading, and handling of such Goods at the project site on or before the Estimated Required Date shall be the sole responsibility and expense of Buyer. If the project

site is not ready, available, and accessible for delivery, unloading, and handling of such Goods on or before the Estimated Required Date, as determined by the applicable carrier or Seller, the applicable carrier or Seller reserves the right to stop, delay or redirect delivery of such Goods and/or store such Goods until such time as the project site is ready, available, and accessible for delivery, unloading, and handling of such Goods, as determined by the applicable carrier or Seller.

h. Delivery Charges. Delivery (dump or pallet) of any Goods, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard charges for dump delivery or pallet delivery per trip inside Seller's local Madison area or secondary surrounding area. Charges for dump delivery or pallet delivery per trip for any destination outside Seller's local Madison area or secondary surrounding area may be negotiated. Any extra unloading, loading, handling or moving of any Goods in connection with any dump delivery or pallet delivery per trip related to such Good, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per person per hour or fraction thereof.

i. Pick-up of Returnable Goods by Seller. Where Seller is responsible for picking up any returnable Goods from Buyer at the project site, all such returnable Goods shall be neatly staged and prepared for hauling by Seller at the agreed upon location at the project site. Such pick-up of returnable Goods, if performed by Seller upon at least three (3) business days' advance notice of pick-up given to Seller by Buyer, shall be charged and paid by Buyer at Seller's current standard delivery charge for the project site, and if performed by Seller with less than three (3) business days' advance notice of such pick-up given to Seller by Buyer, shall be charged to and paid by Buyer at Seller's current standard delivery charge for the project site plus \$50.00. Any extra handling or moving in respect of picking up any returnable Goods that are not neatly staged and prepared for hauling at the agreed upon location at the project site, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per person per hour or fraction thereof.

7. Delays. In the event Seller or any Manufacturer of any Goods covered by the applicable Order shall be delayed in or prevented from shipping, delivering, furnishing, obtaining, manufacturing or supplying any Goods covered by the applicable Order to Buyer by reason of any strike, lockout, labor trouble, inability to procure essential materials or products or transportation, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, fire or other casualty, acts of God, adverse weather, act or failure to act or neglect of Buyer or any third party, including delay or failure to approve any drawings, or any other cause beyond the reasonable control of Seller or such Manufacturer, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay

8. Buyer Responsibilities; Other Charges.

a. Pick-up of Goods by Buyer. Where Buyer is responsible for picking-up any Goods under the applicable Order: (i) Buyer will pick-up or cause pick-up of such Goods at Buyer's expense on or before the Estimated Required Date; (ii) Buyer or the applicable carrier will furnish a proper and safe truck or trailer, or both, for picking up any such Goods and for determining the proper amount to be loaded in such truck or trailer, (iii) Buyer will inspect or cause the inspection of all Goods before such pick-up and to note in writing and report to Seller any shortages, defects or damages in or to such Goods; (iv) all loading, transit, delivery, unloading, handling, insuring, and security and protection of any such Goods after such pick-up shall be the sole responsibility and expense of Buyer, (iv) Buyer is responsible for the quantities of all Goods picked-up by Buyer from Seller, (v) Buyer assumes all risks of loss or damage to all such Goods in transit, and (v) Buyer assumes all risks and liability for any loss, expense, injury or death of persons or damage to property, howsoever arising from or related to the pick-up, loading, transit, delivery, unloading or handling of such Goods. Buyer is responsible

b. Unloading, Redirecting, and Handling. Unloading, redirecting, and handling of any Goods after pick-up by Buyer from Seller or after delivery via Seller or the drop shipper to Buyer shall be the sole responsibility and expense of Buyer.

c. Security. Security and safeguarding of any Goods after pick-up by Buyer or after delivery via Seller or the drop shipper to Buyer shall be the sole responsibility and expense of Buyer.

d. Permits. Buyer is solely responsible for determining whether any Goods meet all applicable building codes and ordinances and for obtaining and paying for all permits that are required for use of any Goods. Buyer makes no representation or warranty that any Goods meet applicable building codes or ordinances.

e. Indemnification. Buyer shall defend, indemnify, and hold harmless Seller and its members, managers, officers and employees from and against, and will reimburse each of them on demand for, any payment, loss, costs, expense, including reasonable attorneys' fees, liability, claim or damages made or incurred by or asserted against each of them arising out of (i) any act or omission of Buyer or any of its employees, contractors or agents, and (ii) any unloading, hauling, handling, use, possession, operation or storage of any Goods by Buyer or any of its employees, contractors or agents.

f. Storage and Extra Handling If Goods Not Picked Up. Where Buyer is required to pick up any Goods under the applicable Order, in respect of any such Goods not picked-up by Buyer on or before the Estimated Required Date, as determined by Seller, Seller may store such Goods. Storage, if performed by Seller at Seller's facility, will be charged to

and paid by Buyer at the rate of one dollar (\$1.00) per square foot per month or fraction thereof. Storage, if performed by a third party, shall be charged to and paid by Buyer at cost. Any extra handling or moving of such Goods in respect of storing such Goods, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per person per hour or fraction thereof, or if performed by a third party, will be charged to and paid by Buyer at cost.

g. Overtime. Any after hours, weekend, holiday or overtime deliveries by Seller to Buyer at the project site will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per hour or fraction thereof per person and will require prior written authorization by Seller.

h. Storage and Handling If Project Site Not Accessible. In the case of any shipment (including drop shipment) of any Goods under the applicable Order where the project site is not ready, available, and accessible for delivery and unloading of such Goods on or before the Estimated Required Date, as determined by the Seller or the drop shipper, then the Seller or the drop shipper reserves the right to stop, delay or redirect delivery of such Goods and/or store such Goods until such time as the project site is ready, available, and accessible for delivery and unloading of such Goods, as determined by the Seller or the drop shipper. Storage of Goods, if performed by Seller at Seller's facility, will be charged to and paid by Buyer at the rate of fifty dollars (\$50.00) per pallet of stored Goods per month or fraction thereof. Storage, if performed by a third party, shall be charged to and paid by Buyer at cost. Any redirecting, unloading, moving or handling of such Goods in respect to stopping, delaying or storing such Goods, if performed by Seller, will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per person per hour or fraction thereof, or if performed by a third party, will be charged to and paid by Buyer at cost. In respect of any such delay in delivery of any such Goods at the destination site of more than one (1) hour, such delay, if incurred by Seller, will be charged to and paid by Buyer at Seller's current standard labor rate of \$98.00 per hour or fraction thereof per person, or if incurred by such carrier, will be charged to and paid by Buyer at cost.

i. Trade Union Requirements. If any trade union requirements are in force at the time of delivery of any Goods which require on-site tradesmen to complete the unloading or handling of any such Goods, and any expenses are incurred by Seller in respect of such requirements, Buyer agrees such expenses will be charged to and paid by Buyer.

9. Limitation of Liability. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY OR FAILURE IN DELIVERING, SHIPPING OR SUPPLYING ANY GOODS IF SUCH DELAY OR FAILURE ARISES FROM OR IS RELATED TO ANY WAR, EMBARGO, RIOT, FIRE, FLOOD, ACCIDENT, STRIKE OR OTHER LABOR DIFFICULTY, ACT OF BUYER, ANY OTHER ACT OF GOD, ANY ACT OF A GOVERNMENTAL AUTHORITY, DELAYS OR INABILITY TO OBTAIN NECESSARY TRANSPORTATION, FUEL, LABOR OR MATERIALS OR ANY OTHER CAUSE OR SITUATION BEYOND THE REASONABLE CONTROL OF SELLER. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, TIME OR PROFITS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE AND DELIVERY CHARGES PAID TO SELLER BY BUYER FOR THE GOODS IN QUESTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OR DAMAGE TO ANY DRIVEWAY, CURB, SIDEWALK, LAWN, LANDSCAPING OR OTHER PROPERTY OF BUYER OR ANY THIRD PARTY ARISING FROM DELIVERY OF ANY GOODS VIA SELLER OR THE DROP SHIPPER TO BUYER.

10. Limited Warranty. Subject to the terms of the Manufacturer's warranty, if any, any applicable industry nominal dimensions, standard manufacturing tolerances and/or variations, and any other exceptions, exclusions or limitations provided herein, Seller warrants to Buyer that all Goods sold or supplied by Seller to Buyer will conform to any applicable descriptions or specifications for such Goods specifically set forth in the applicable Accepted Order. **EXCEPT FOR THE FOREGOING SOLE WARRANTY OF SELLER WITH RESPECT TO ANY GOODS SOLD OR SUPPLIED BY SELLER TO BUYER, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY SUCH GOODS.** Such disclaimer is not intended to affect any applicable terms of the Manufacturer's warranty with respect to any Supplied Goods sold or supplied by Seller to Buyer.

Seller is not the original manufacturer, quarrier, supplier or distributor (collectively, the "Manufacturer") of any Goods sold or supplied to Buyer under the applicable Order, including Natural Goods and manufactured Goods (collectively, the "Supplied Goods"), notwithstanding any services that are performed by Seller with respect to any such Supplied Goods. In the event of any claims with respect to any Supplied Goods that may be made by Buyer within the warranty period stated by the applicable Manufacturer of such Supplied Goods, Seller agrees to assist Buyer with processing such claims; provided,

however, that Buyer will rely exclusively upon any warranties provided by any such Manufacturer with respect to any such Supplied Goods.

Any Goods in question for which damages may be claimed by Buyer shall not be returned, installed, repaired or discarded without Seller's written approval, and Buyer shall provide Seller and the applicable Manufacturer access to such Goods in question for examination, investigation, and testing. Any modification, installation or discarding of such Goods shall be deemed to constitute Buyer's acceptance of them. Neither Seller's limited warranty nor any warranty provided by the applicable Manufacturer will be deemed effective until such time that full payment of all sums due Seller under the applicable Order have been received by Seller.

11. Limited Remedies. BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY AND OBLIGATION FOR ANY CLAIMS AGAINST SELLER WITH RESPECT TO ANY GOODS SOLD OR SUPPLIED BY SELLER TO BUYER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY NONCONFORMING GOODS IN QUESTION OR, AT SELLERS OPTION, REIMBURSEMENT OF BUYER BY MEANS OF CREDIT OR REFUND OF THE PURCHASE PRICE AND DELIVERY CHARGES PAID TO SELLER FOR ANY SUCH NONCONFORMING GOODS, OR, AT SELLER'S OPTION, ANY COMBINATION OF THESE REMEDIES. Any claim for damages against Seller with respect to any nonconforming Goods in question is waived by Buyer unless Buyer delivers timely written notice to Seller of any such claim as specifically provided herein and suit is commenced by Buyer within one (1) year from the date such Goods in question are picked-up by or on behalf of Buyer or delivered via the Seller or the drop shipper to Buyer.

12. Claims. Inspection of any Goods that are picked-up by Buyer from Seller or are delivered via Seller or the drop shipper to Buyer shall be the sole responsibility and expense of Buyer. Any claims by Buyer related to any discrepancies between any Goods picked up by Buyer from Seller or delivered via the Seller or the drop shipper to Buyer and the Goods specified by the applicable Order, such as shortages, incorrect or mislabeled product or overages, or any damages to the Goods that are picked up by Buyer from Seller or delivered via Seller or the drop shipper to Buyer must be made in writing signed by Buyer and delivered to Seller no later than two (2) days after the date the Goods in question are picked by Buyer from Seller or delivered via the Seller or the drop shipper to Buyer and before any use or installation of any Goods in question by Buyer or any third party. Where Seller determines it is responsible for any order discrepancy or damage in transit with respect to any Goods in question, Seller, at its expense, will arrange for prompt pick-up of such discrepancy or damaged Goods in question from Buyer at the project site, provided such Goods in question are neatly staged and prepared for hauling by Seller at the agreed upon location at the project site. Buyer's failure to make any such a claim within such 2-day period will be deemed to constitute Buyer's acceptance of such Goods in question in all respects and leave Buyer with only those warranty-related remedies otherwise provided herein. Seller must be allowed an opportunity to inspect any Goods in question before any use or installation of any such Goods in question. Any use or installation of any Goods in question by Buyer or any third party shall be deemed to constitute Buyer's acceptance of such Goods in question and leave Buyer with only those warranty-related remedies otherwise provided herein.

13. Remedies of Seller. If Buyer fails to pay any indebtedness to Seller when due, then the unpaid balance of all indebtedness of Buyer to Seller, at the option of Seller, without any notice, will mature and become immediately payable. The unpaid balance of all indebtedness of Buyer to Seller, without any notice, will automatically mature and become immediately payable in the event Buyer becomes the subject of bankruptcy or other insolvency proceedings. Buyer's failure to comply with any terms of an Order or this Agreement shall constitute an event of default and shall be grounds for the exercise by Seller of any of the remedies provided for in this Agreement or by law, including, but not limited to, any of the following remedies: (a) cancel or suspend performance of all or any part of any unperformed Order without notice, including the balance of any remaining installments on a multiple shipment orders, (b) any rights of a secured party under the Wisconsin Uniform Commercial Code, (c) any lien rights of a claimant under applicable law, (d) change the terms of Buyer's account without notice, (e) enter upon the destination site where the Goods are or will be located and reclaim, take possession of, and remove them without notice, demand or legal process, and (f) retain any deposit as partial satisfaction of Seller's damages. Buyer will pay Seller on demand all costs and expenses incurred by Seller in enforcing or protecting its rights under this Agreement, including reasonable attorneys' fees and court costs.

14. Security Interest. Buyer represents and warrants to Seller that it is purchasing all Goods for **BUSINESS PURPOSES ONLY** and is not purchasing any Goods for personal, family, household or agricultural purposes. Buyer grants to Seller a purchase money security interest in all Goods sold to Buyer, including all the proceeds thereof, until Seller receives payment in full for such Goods. Buyer agrees to execute such financing statements and authorizes Seller to file and record such financing statements without the signature of Buyer where permitted by law, as Seller may deem necessary to perfect and protect the rights and interests granted to Seller hereunder.

15. Miscellaneous. The applicable Order and these Terms constitute the entire agreement between Seller and Buyer relating to the subject matters thereof and hereof, except as otherwise specifically provided herein. No oral agreement or other understanding shall amend, supplement or change the terms of the applicable Order or these Terms unless agreed to in writing and signed by Seller. This Agreement may be amended, and any of the terms may be waived, only by a written instrument signed by all the parties or, in the case of a waiver, by the party waiving compliance. Terms or conditions contained in any Buyer purchase order or other document that in any manner purport to amend, supplement or change this Agreement shall be deemed excluded therefrom and waived by Buyer. Where there is a Seller approved business credit application for Buyer in effect, Buyer will comply with the requirements set forth in such business credit application, and if there is any conflict of terms between the provisions contained in the Seller approved business credit application with Buyer and this Agreement, such credit application shall be the controlling document. This Agreement will be governed by and construed in accordance with the laws of Wisconsin, without regard to the laws of Wisconsin regarding conflicts of law, and the federal court and/or state court located in Dane County, Wisconsin, shall have exclusive jurisdiction over any action or suit related to this Agreement or any dispute arising thereunder or relating thereto. This Agreement is not assignable by Buyer unless agreed to in writing and signed by Seller. This Agreement shall be binding on and inure to the benefit of the Seller and the Buyer and their respective successors and permitted assigns. All provisions of this Agreement are deemed severable and the invalidity of any provision shall not affect the validity of any other provision. The times specified in this Agreement are deemed of the essence. All provisions of this Agreement which by their nature are intended to survive termination of this Agreement shall survive termination of this Agreement. The failure of either party to enforce at any time, or for any period of time, any provision of this Agreement shall not be interpreted to be a waiver of such provision or the right of such party to enforce each and every provision hereof.