



MILESTONE IMPORTS

P O R P H Y R Y

TERMS AND CONDITIONS OF SALE

**PLEASE READ THIS DOCUMENT CAREFULLY.
IT CONTAINS INFORMATION ABOUT THE TERMS AND CONDITIONS OF ALL PURCHASES.**

PRICING

Quotations are based on information received from the client and are estimates.

All prices are based on our current price list starting 6/1/09 through 5/31/10. Shipping is not included unless expressly indicated.

If shipping is indicated and included in the quotation:

1. Prices are subject to change based on quantities ordered.
2. Transportation from the quarry can accommodate up to 22 tons per truck
3. More or fewer trucks or containers may be necessary if quantities change.

All square foot orders shipped are based on weight conversions estimated at the minimum area per pound to be expected.

Taxes will be charged where applicable.

DEPOSIT

A 50% deposit is required with all special orders and is non-refundable. The balance is due on receipt of notification that the material is ready to ship and prior to shipment of each truck. Payment may be made by credit card, wire transfer, check or some other prearranged, accepted, written payment method. Orders are subject to cancellation at our discretion.

DELAYS

We cannot be responsible for delays caused by vendor/shipper strikes, catastrophes, weather or any other delays beyond our control.

CONDITIONS OF PURCHASE

Natural stones are products of nature and no two pieces are exactly alike. All products sold are subject to variation in color, veining, thickness, sizing and finish. You and/or your installer must inspect material prior to installation and prepare any blending required to meet owner/buyer approval. Absolutely no allowance made on any product after installation. Under NO circumstances will our responsibility exceed the cost price of the product to our customer.

SHIPPING

Shipping from the quarry is an additional charge unless otherwise expressly indicated at the time of sale.

Customers may choose to arrange their own shipping or choose to have Milestone Imports arrange shipping.

Customer Accepts to Arrange Shipping

1. If the customer chooses to arrange shipping, Milestone Imports is released from any responsibility regarding the transportation of the materials including but not limited to loss or damage and can not intervene with the transportation companies, federal agencies etc.in the event of a problem.
2. Milestone will provide documentation, including Bill of Lading and Shipping Label Waivers as required for international border crossings by federal agencies.

Milestone Assigned to Arrange Shipping

If the customer elects to have Milestone Imports arrange transportation, Milestone Imports accepts responsibility for:

- Providing and receiving acceptance of shipping quote
- Picking up of the material from the quarry
- Transporting material to and across international border(s) or to the Port
- Working with Customs Brokers to ensure all regulations are followed
- Informing the customer of the progress of the shipment
- Notifying the customer of the approximate deliver date
- Maintaining communication between quarry, shipper and customer.

Milestone Imports accepts no responsibility for delays in shipment due to equipment problems, security delays at the border, customs delays, or circumstances beyond our control. Orders should be placed within a time frame that allows appropriate time for order production and transportation.

Please indicate your choice by checking the appropriate box below.

- I choose to arrange transportation for my order and understand that this releases Milestone Imports from any responsibility regarding transportation of my order. I understand that Milestone Imports will not intervene with federal agencies or transportation companies on my behalf.
- I choose to have Milestone Imports arrange transportation. I understand that Milestone Imports is not responsible for transportation delays due to circumstances beyond its control as outlined above.

I have read and understand the Conditions of Sale

Signature _____ Date_____

Printed Name_____