

## **2023 WARRANTY, TERMS & CONDITIONS OF SALE**

### **1- CUSTOMER SERVICE HOURS**

- The Roca USA Inc. Order Desk is open from 8:00am to 5:00pm, Monday through Friday EST. A West Coast Order Desk is also available at the above mentioned schedule for the Pacific Time Zone.
- The Roca toll-free number is 800-321-0684.

### **2- ORDERS**

- Orders without proper part numbers, or UOM, may delay order confirmation, which could delay shipment.
- Orders for field tile requesting less than full carton quantities will be rounded up to the nearest full carton quantity.
- Revisions to an existing order that has been closed for shipment, will result in a change of ship date.
- Roca will not guarantee revisions once the product has been pulled and staged for shipment.
- No salesman or agent has the authority to make any changes to the terms and conditions of sale as documented herein unless done so in writing by an Area or Sales Manager.

### **3- PRICE CONDITIONS**

- All warehouse prices are F.O.B. the US warehouse where the product is available.
- All prices are subject to change without prior notice.
- All container prices are CFR Port of Entry unless differently stated on the invoice or a written agreement.
- A "documentation & freight surcharge fee" of \$110.00 is added to every direct container order.
- All product pricing is sold in the unit of measure indicated.
- All field tile is sold in full cartons only.
- We do not break carton or package quantities. Only trim and decorative pieces are sold by the piece.
- Container trim orders must be in full cartons. Container field tile orders must be in full pallets.
- Project Pricing and any other Special Pricing may only be approved by the Roca Sales Area Manager, and orders will not be shipped until special pricing is authorized.
- Project Pricing will have a validity of 3 months, unless otherwise noted by the Roca Sales & Marketing Manager.
- Stock profiles noted on Price Book are subject to change without prior notice throughout the year. Please contact your Customer Service Representative should you have any inquiries regarding our warehouse stock profiles.

### **4-SHIPPING**

Roca has developed attractive contract carrier options, which are made available as a service to our distributors. However, the distributor may utilize any transportation option they prefer including customer pickup. Roca recommends that you check your bills of lading carefully.

- Roca shall have no obligation to compensate for freight on products not shipped.
- Customer pickup is by appointment only, and 24-hour advance notice by the customer is required. Please call 800-321-0684 to schedule an appointment time. 800-321-0684 to schedule an appointment time.
- Prepaid freight charges will be invoiced at current Shippers Rates.
- Extra loading charges will appear on invoice if applicable.
- All shipments are subject to shipper surcharges, which may be passed on to the customer.

## **5- RETURN AUTHORIZATION AND SHIPMENT CLAIMS**

- Requests for credit or correction for errors caused by incorrect order entry or shipment must be submitted in writing and sent via fax or e-mail to customer service within 1 month of invoice date.
  - Installation constitutes acceptance. Once installed, Roca assumes no liability for claims related to the product. Material must be inspected upon arrival. Claims as to breakage, shortage or overage in quantity should be sent in writing to the Customer Service Department no later than 3 business days after delivery. There will be no exceptions to this policy under any condition.
  - Any discrepancy should be noted on the bill of lading and verified with a signature from the driver delivering the load.
  - Any claims of defects in quality shall be made in writing to Roca immediately upon discovery. Roca shall be provided samples adequate to test the product claimed to be defective and shall be afforded the opportunity to take its own samples.
  - Notification of Refused Shipments must be communicated to the Roca Customer Service Department within 1 business day order to process a Return Authorization from, and credit customer's account.
  - Distributor may not return any material without first obtaining approval from Roca through a Return Authorization consent form. Roca will only accept return of current inventoried product in full cartons and in good, saleable condition within 1 month of invoice date. A 20% restocking charge will be applied to any returned materials and customers will be responsible for the freight cost of return.
- There will be no refunds/returns on natural stone, setting materials, and special order products, as all sales are final on these items.

## **6- QUALITY**

- Roca is responsible only for products manufactured and packaged at locations duly authorized by Roca. Roca warrants only that the products it sells will at the time of delivery meet the applicable specifications Roca makes. No other representations or warranties or quality merchantability or fitness for any purpose and none shall be Implied by any written or oral statements made by any Roca employee or agent. Any quality claims included but not limited to shade, appearance, caliber or obvious defects must be communicated before the tile is installed. Installation constitutes acceptance. Once installed, Roca assumes no liability for claims related to product. Material must be inspected upon arrival.

## **7- SHIPPING CLAIMS**

- Unless otherwise stated on the bill of lading, Roca terms of shipment are F. O. B, the warehouse where material is located.
- Once a shipment has left the Roca warehouse, it is the responsibility of the consignee.
- When the shipment is picked up at the warehouse, the driver must sign the bill of lading indicating the number of pallets on the shipment. When the shipment arrives at its destination, the customer should ask the person who receives it to count the number of pallets. If there is a discrepancy in either

pallet count or condition of the material, it must be noted on the bill of lading in the presence of the driver.

- Obvious damage to the shipment must also be noted on the bill of lading. Claims of this nature will not be honored unless noted on the bill of lading.
- All damaged goods must be held for inspection or until the claim is settled. If customer schedules their own carrier, claims for damages on shipments must be filed against the shipping company. damages on shipments must be filed against the shipping company.

## **8 - CONTAINER ORDER**

- Transportation for Import Container Shipments is the responsibility of the consignee once they have cleared Customs at the Port of Entry, unless otherwise agreed with Roca.
- When the shipment arrives at its destination, please inspect the contents of the container before signing the bill of lading. Obvious damage must also be noted on the bill of lading in the presence of the driver.
- Any charges incurred after the shipment clears customs will be the responsibility of the customer.
- Claims of this nature will not be honored unless noted on the bill of lading.
- Please take pictures before and after unloading pallets for insurance purposes. Roca will file insurance claims for you if we are notified within 1 week of receipt of the shipment. Correction for either damages or breakages not made within 10 business days of receipt of shipment will not be allowed. For assistance, contact the RTG Customer Service.

## **9 - LIMITED WARRANTY**

- Roca warrants that its First Quality (i.e., Standard Grade) ceramic tile is manufactured according to ANSI A137.1-1988 and meets or exceeds those requirements.
- Roca makes no warranty as to the suitability of its tile for a particular installation. RTG does not warrant that its glazed or unglazed tile will not scratch, chip or show signs of wear. If a tile product shall be determined not to conform to RTG warranty, the buyer's sole and exclusive remedy shall be replacement of the product with tile of compatible color and shade, as determined by RTG.

LABOR AND INSTALLATION CHARGES ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. RTG SHALL NOT BE LIABLE UNDER THIS WARRANTY FOR ANY OTHER DAMAGES, COSTS OR EXPENSES INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. RTG DISCLAIMS ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE USE OF MURIATIC ACID (HYDROCHLORIC ACID) IN REMOVING GROUT HAZE WILL VOID ALL WARRANTIES.

## **10 - ORDER POLICY**

Once you have received an order confirmation from your customer service representative, there is a 24 hour window to verify that your order is correct and a ship date needs to be provided. Material can only be held for 2 weeks without shipping confirmation. After that, the following circumstances would apply:

- a) A 25% deposit (non refundable) is paid in order to hold material for 60 days. After 2 months of being allocated, material will be released and the deposit lost.
- b) 100% payment of the order. In this case, product will be held at our warehouse for up to 4 months. After that, storage fees will apply.

**11 - HANDLING FEES**

A broken pallet fee of \$65.00 will be added to orders for quantities smaller than a full pallet for 40"X80" and 48"X98" items from the Slabs series