

TERMS & CONDITIONS OF SALE

Definitions

“Agreement” means these Terms & Conditions of Sale.

“Buyer” and “you” means the person (individual, corporation, or other legal entity) purchasing products and/or services from us. It includes, as applicable, a general or other contractor, agent, or other third party purchasing our product(s) and/or services as part of or in connection with a larger construction or renovation project.

“Charges” mean cost items on an invoice that are not the price of products or services.

“Company,” “us,” and “we” mean Stone Fireplaces LLC, 521 W. Golf Rd, Arlington Heights, IL 60005.

“Competitor” means a company or other business entity that is engaged in a business that is the same as or similar to ours.

“Confidential Information” means the contents of any of the following prepared or provided to you by us: estimates, invoices, orders, all communication including emails, telephone call, and video conferencing, product or services descriptions, drawings or other representations, manufacturing processes and scheduling, and all pricing and related information. If we participate in a bidding process, confidential information includes all information contained in our bid or otherwise provided orally or in writing.

"Customs duty" includes any duty or charge of any kind imposed on or in connection with the importation or exportation of a good, including any form of surtax or surcharge imposed on or in connection with such importation or exportation and “custom duties” has a corresponding meaning.

“Custom product” means a product(s) manufactured to the specifications of an individual buyer (i.e., made-to-order) and “custom order” has a corresponding meaning.

“Goes into production” refers to a custom product and means that we have placed an order for materials from our supplier and added your order to our production schedule (the actual start date for manufacture subject to the timing of our receipt of materials).

“In-stock product” means a product(s) from inventory and “in-stock order” has a corresponding meaning.

“Invoice” means our itemized bill for products, services, charges and, if applicable, taxes, made up of individual prices or costs, the total charge, and this Agreement, incorporated by reference thereon.

“Order” means all of the custom or in-stock products and services you purchase from us, together with any charges and, if applicable, taxes, all as set out on the invoice.

“Product” means the product you purchase from us and “products” has a corresponding meaning. Mantels and overmantels are examples of products. Other examples of products include bathtubs, range hoods, and various architectural items.

“Taxes” mean any applicable sales or other tax.

“Services” means services we provide to you. Installation is an example of a service.

Deposit, Estimates, Order Acceptance, Payment, Pricing

1. Estimates expire after 30 days.
2. The total cost of your order is the price for the products and/or services, charges and, if applicable, taxes, all as set out on the invoice, including any adjustments described in sections 9 or 10.
3. (a) Your custom order is accepted and your product(s) goes into production when we receive:
 - (i) Payment
 - in full if the invoice amount is less than \$15,000 or if your product will be shipped to Canada or internationally, or
 - of a deposit of 65% of the total invoice amount.
 - (ii) A signed copy of the invoice indicating your acceptance of all terms, including this Agreement.
 - (iii) An email or other acknowledgement of your order is notification that it has been received, not acceptance of it.
 - (iv) We may decline an order for any reason, e.g., if there has been a pricing error on our website or in our printed literature.
 - (v) Custom orders cannot be changed after going into production, i.e., you cannot pick a different mantel design or alter the dimensions.
- (b) Your in-stock order is accepted and your product(s) will be prepared for delivery when we receive:
 - (i) Payment in full.
 - (ii) A signed copy of the invoice indicating your acceptance of all terms, including this Agreement.
 - (iii) An email or other acknowledgement of your order is notification that it has been received, not acceptance of it.
 - (iv) We may decline an order for any reason, e.g., if there has been a pricing error on our website or in our printed literature.
 - (v) In-stock orders cannot be changed after being scheduled for shipping.
4. The balance of the invoice amount, if any, is payable when we advise that your product(s) has been manufactured and is ready to be shipped to the destination you indicated on the invoice. Your product will not be shipped until we receive payment in full, including any adjustments described in sections 9 or 10.
5. We accept payment for orders by check or wire or electronic transfer. Make checks payable to Stone Fireplaces LLC. If you pay by check, we receive payment when the check clears, usually 2 to 5 days.
6. Payment by credit card is accepted only for incidental orders, such as for samples or small replacement items. In some circumstances, we may accept credit card payments from trade clients. A charge of 3.5% will be levied for invoices paid by credit card.

7. (a) The invoice price for installation may change (up or down) following our installer's survey of the site. An example of an additional installation charge is if framing is required to install your product (e.g., mantel, over-mantel). (Framing is the construction of a frame to support a mantel. Framing materials include 2" x 4" wood or engineered wooden beams, or structural steel.)
8. (b) Any increase in the price of installation must be paid before installation begins.

Sales Tax

9. (a) Stone Fireplaces LLC collects sales tax on orders shipped to destinations in Illinois and California because we have an economic nexus with those states.
 - (b) We will collect sales tax on orders shipped to other destinations if and when required to do so by changes to state tax laws following the decision of the U.S. Supreme Court in *South Dakota v. Wayfair, Inc.*, 138 S. Ct. 2080 (2018).
 - (c) If you are located in Illinois or California and are purchasing product(s) for resale as part of our Trade program, you will be required to submit a Resale or Sales Tax Certificate. Without that documentation, sales tax will be collected.
 - (d) If you are located in another state and are purchasing product(s) for resale as part of our Trade program, we will collect sales tax if and when legally required to do so in the absence of a Resale or Sales Tax Certificate (or the equivalent applicable in your state).

Custom Order Lead Times, Shop Drawings, Rush Orders

10. (a) **Lead times.** For custom natural stone products, the normal lead time (from order acceptance to packed for shipping) is 20 weeks. For custom cast stone products, the normal lead time (from order acceptance to packed for shipping) is 8 weeks. Lead times are estimates only and subject to change.
 - (b) **Shop drawings.** Shop drawings are not required unless the site of your installation is atypical or you have other special requirements. If shop drawings are required to manufacture your custom product, the charge will depend on the complexity of the project. Our minimum drawing charge is \$250.
 - (c) The completion of shop drawings is contingent upon our receipt of accurate information from you. You will be required to carefully review and sign off on shop drawings before your product is manufactured. Errors are your responsibility. If upon review, you require changes to shop drawings, there will be an additional charge. The lead time when shop drawings are required begins when you sign off on the drawings.
 - (d) **Rush orders.** If you require a rush order, a charge of 10% will be added to your invoice. For custom natural stone products, the normal rush time is 16 weeks. For custom cast stone products, the normal rush lead time is 6 weeks.

Confidentiality

11. By requesting an estimate, soliciting and/or accepting a bid from us, or placing an order with us, you agree that you will not disclose Confidential Information to a competitor. If we have submitted a bid, you agree that you will not disclose Confidential Information to another bidder(s). This confidentiality obligation continues for a period of five years from the date on your invoice.

Change Orders, Invoice Adjustments, Cancellation

12. Change Orders for Custom Products

- (a) Estimates and orders for custom products are based on dimensions calculated in accordance with measurements you provide. It is your responsibility to double-check your order to verify its accuracy, including dimensions. If you make a change that affects the product's dimensions before your custom product(s) goes into production, we reserve the right to adjust your invoice amount
- (b) Custom orders cannot be changed after going into production. In-stock orders cannot be changed after they have been packed for shipping without payment of applicable restocking charges.

13. Other Invoice Adjustments

- (a) We reserve the right to initiate adjustments of up to 15% of the total invoice after your custom product(s) goes into production. An adjustment resulting from a change to tax rates, or the imposition of additional taxes, is not limited to 15%.
- (c) We may initiate an adjustment because of an increase in the price of raw materials or our cost of labor, a change to tax rates, or the imposition of additional taxes. A pricing error/omission on our website or in our printed literature, or made by a Company representative, is another example of when we may make an adjustment to an invoice amount.
- (d) We reserve the right to initiate an adjustment before or after you have made (and we have received) payment/paid the deposit and we have accepted your order.

14. If you change an in-stock order after it has been packed for shipping, we will advise you of the amount of the re-stocking charge that will be added to your new invoice and which must be paid before your product is shipped.

15. (a) If you cancel a custom order after acceptance but before it goes into production, the cancellation charge will be 10% of the total invoice amount. We typically put custom orders into production within 24 hours of acceptance.
- (b) If you cancel a custom order after it goes into production but before it is packed for shipping, the cancellation (stocking) charge will be 65% of the total invoice amount.
- (c) If you cancel an in-stock order before it is packed for shipping, the cancellation (re-stocking) charge will be 15% of the total invoice amount.
- (d) All orders cancelled after delivery of the product(s) has been scheduled with the shipper will be subject to the cancellation (stocking) charge of 65% of the total invoice amount.

Product Appearance & Representations

16. (a) Natural (cut) stone products may have physical traits that are or resemble the effects of erosion in nature, such as small fractures, chips/chipping, and/or incising (naturally-occurring cuts, splits, or fissures). Such qualities are not deficiencies in the material or finished product.
- (b) Using their best judgment regarding the appearance of the product and having regard to its structural integrity and suitability for purpose, our professional stonemasons/fabricators may take no action with respect to the effects of naturally-occurring wear-and-tear on a finished product or they may fill such traits with grout, epoxy, caulk, etc.
- (c) Natural (cut) and cast stone products may have spotting and marks on the stone that occur either naturally or from the production/manufacturing process. Such qualities are also not deficiencies in the finished product.
17. Because of the characteristics of natural and cast stone:
- (a) Quoted dimensions and weight on an estimate or order will not be exact and are approximations only.
- (b) In-stock products will be within $\pm \frac{1}{2}$ " to 1" of specified dimensions.
- (c) Custom orders will be manufactured within $\pm \frac{1}{2}$ " to 1" of specified dimensions.
16. (a) The appearance of cut and cast stone products may differ from images on our website, other websites, or in printed literature for reasons related to the fact that they are manufactured from raw material found in nature or for other reasons beyond our control and for which we do not accept responsibility.
- (b) There may also be differences between the appearance of your product after installation and images on our website, other websites, or in printed literature that are the result of, for example, but not limited to, (1) differences in the dimensions of your product and the that of a fireplace, mantel, etc. displayed online or in printed literature, or (2) variations in the color, pattern, texture, and/or veining, all of which are differences inherent to natural stone and carving by hand. We do not accept responsibility for any such differences or for differences for other, similar reasons beyond our control.
17. (a) Product descriptions and prices are presented in good faith on our website and in printed literature and are believed to be correct when published. Errors occasionally occur and we are not liable for errors or omissions in published information. We make no representations or warranties concerning the completeness or accuracy of such information and we are not obligated to honor published information. We reserve the right to change, delete, or otherwise modify the information on our website and in printed literature without prior notice. In no event are we responsible for damages of any kind resulting from the use of or reliance on information on our website or in printed literature. Although we make every reasonable effort to provide you with information that is accurate at the time it is provided, we do not warrant the accuracy of information or advice provided in emails or otherwise in writing to you or expressed verbally by employees. We are never responsible for any representations made by contractors, subcontractors, or any other third party.

(b) Prices shown are subject to change without notice.

Shipping & Delivery

18. (a) You will receive email notification that your product has left our warehouse (in-stock order) or factory (custom order) (“the shipment date”) and has been turned over to the common carrier (shipping company). We will provide you with the name of the shipping company, your order’s tracking number, and the shipping company’s telephone number and/or website for tracking. Please ensure this information is provided to the representative who will be responsible for receiving delivery if that is not you.

(b) We ask our shippers to contact you (telephone or email) so you will know when to expect delivery. You should nevertheless track your shipment with the tracking information provided. If you have not been contacted within 4 to 5 days of the shipment date, call the shipping company and request the delivery date.

(c) Delivery dates and times are determined by the shipping company and are beyond our control. We cannot be held responsible for delays. We do not guarantee delivery schedules and any delivery date we indicate is approximate only and based on information provided to us by the shipping company. Check tracking information regularly and confirm your delivery date with the shipping company the day before.

(d) You are advised not to commit to an installation schedule with a third party until you have received delivery of your product and have inspected it for damage or missing pieces. We are not responsible for any costs or other losses incurred by you, your agents, or any other party because an installation schedule or any other appointment was made before the product was received and checked.

19. Canada/international shipping

(a) Customs duties, tax, general sales tax, value-added tax, and/or import tariffs may be assessed by customs authorities depending on the country into which you are importing your product. It is your responsibility to pay all customs duties, taxes, and/or import tariffs.

(b) It is your responsibility to obtain information about customs duties, taxes, and/or import tariffs before placing an order with us. We cannot give advice about such charges. Canadian or international orders cancelled after delivery of the product(s) has been scheduled with the shipper will be subject to a cancellation (stocking or re-stocking) charge of 100% the total invoice amount.

20. Delivery is curbside

(a) There must be a drop-off point visible from the street and clear of debris or other natural or non-natural impediments to unloading large, heavy crates/boxes. The area must be cleared of snow. Shipping company drivers do not unload crate(s)/box(es). Unloading a manufactured stone product is not a one-person job.

(b) We always request delivery by trucks equipped with power liftgates. However, such is not always available. You will need to check with the shipping company to determine if your delivery is by a

power-liftgate-equipped vehicle. If so, you will need a crew of, at minimum, 2 to 3 physically-fit individuals to move crate(s)/box(es) onto and off the liftgate.

(c) If a power-liftgate-equipped truck is not available, we recommend you have a forklift and operator available at the expected delivery time. Neither the Company nor the shipping company is responsible if the product is damaged at the time of delivery, i.e., while being unloaded from the truck.

21. **Shipping company unable to deliver**

If delivery does not take place because you did not make the necessary arrangements, (e.g., no suitable drop-off area, no one authorized to receive (inspect crate(s)/box(es) for visible damage) and sign for the delivery, no crew or equipment to unload crate(s)/box(es)), you will be responsible to the shipping company for all costs associated with the failed delivery, the storage of the crate(s)/box(es) pending rescheduled delivery, and the rescheduled delivery.

22. You must contact the shipping company directly (not us) if you need to reschedule delivery. The shipping company may charge a fee for rescheduling delivery and you will be responsible for paying that fee directly to the shipping company.

23. **Shipping damage**

We pack/crate products to as much as possible eliminate the possibility of damage during shipping. However, it can still happen. Please carefully review and follow these inspection and reporting instructions:

(i) All products are inspected and damage-free when packed and turned over to the shipping company.

(ii) The shipping company takes all industry-standard precautions to avoid damage during shipping.

(iii) We are not liable for damage during shipping. The shipping company is responsible for damage but because we will carry out repairs to or replace damaged products, we will work with you and the shipping company/its insurance company to have damaged products repaired or replaced at no additional cost to you. Note that you must report damage within 24 hours to have products repaired or replaced at no additional cost (section 24). Additional charges will apply to repair or replace damaged products reported after the 24-hour window.

(iv) The shipping company's responsibility for damage ends when the truck arrives at the drop-off point. Drivers do not unload and you are responsible for unloading and for any damage that occurs during unloading.

(v) **Visual inspection.** Before your delivery is removed from the truck, inspect it for visible external damage to the crate(s)/box(es) or packaging. Use a flashlight if necessary. Minor scuffing or shallow tears to external packaging do not indicate damage.

(vi) If you see what appears to be material damage (i.e. damage significant enough to indicate your product may be damaged taking into account that we pack product in foam and/or plastic wrap within weight-appropriate crates), **DO NOT SIGN FOR OR ACCEPT DELIVERY**, i.e. do not remove the product from the truck, **WITHOUT FIRST:**

- (A) Take photographs of the crate(s)/box(es) showing the visible damage (take as many photographs as you believe are necessary. You may also wish to record a video circling the crate(s)/box(es) paying particular attention to the visibly damaged area(s). Note that it is unlawful to photograph or video record people without their specific consent. Do not attempt to record video if the driver objects.)
- (B) Contact us by telephone for instructions and follow those instructions.
- (C) If the delivery takes place outside our normal business hours, contact the shipping company and report the visible damage and follow their instructions.
- (D) If you are unable to reach us or the shipping company or have been instructed to accept delivery (which is likely), or if external damage is not visible until the crate(s)/box(es) are off the truck, print “VISIBLE DAMAGE TO CRATE/BOX” on the Bill of Lading/delivery receipt the driver will require you to sign. If you do not observe visible external damage, but you have not opened the crate(s)/box(es), which is likely, write “DELIVERY ACCEPTED – CONTENTS HAVE NOT BEEN EXAMINED.”. Do not let the driver do this for you.
- (E) NEITHER THE SHIPPING COMPANY NOR THE COMPANY will accept liability for repairing or replacing product damaged during shipping if the notations in subsection D are not noted on the Bill of Lading/delivery receipt.

(vii) **Inspection after unpacking**

WITHIN 24 HOURS (immediately after delivery is best unless there is insufficient light), remove all packing material from the product and inspect for damage. Take photographs of any damage.

(viii) THE SHIPPING COMPANY MAY REFUSE A CLAIM FOR DAMAGE MADE MORE THAN 24 HOURS AFTER DELIVERY and we are never responsible for shipping damage.

(ix) If you observe damage after unpacking the product, contact us immediately (within 24 hours) for instructions. Note that instructions will include:

(A) You will be required to make a written (email) report of the damage you observed and to send that report and photographs to us.

(B) You will be required to save all broken pieces of stone and all packaging material.

(x) **Missing pieces.** Products are manufactured and shipped in pieces that require assembly as well as installation. When inspecting the product for damage, compare the pieces to your order. Report any missing pieces to us within 24 hours.

23. With respect to damage, we will at our sole discretion decide whether to repair or replace the product or piece. Sometimes we send extra pieces and we will not repair or replace a damaged piece if it is not necessary to do so. If we need to manufacture a damaged or missing piece, we will do so on a rush basis but we may need to order additional material from a supplier. We will endeavor to deliver replacement pieces within 6 to 8 weeks. In rare situations (e.g., a custom item is too fragile to be shipped back to us for repair without further damage), we may in our sole discretion credit your invoice so that you may have the piece repaired locally.

24. (a) Deemed acceptance after 24 hours

If we do not receive written (email) notice of an issue (damage or missing piece(s)) from you within 24 hours of delivery, you are deemed to have received the complete product in good condition and neither the Company nor the shipping company has any further obligation to you.

(b) We assume no responsibility for any product, material or property that is stolen, broken, damaged, or misplaced after the product has been delivered to the job site.

25. Local deliveries

We may use our truck to deliver your order if it is practical to do. The cost of such delivery will be specified on your invoice. We will schedule the delivery date with you. We reserve the right to change the delivery date and/or make partial deliveries or deliver by installments. Our driver does not unload crate(s)/box(es). We are not responsible if the product is damaged at the time of delivery, i.e., while being unloaded from the truck. Further, all risks of loss pass to you upon delivery. Sections 20 to 24 apply with necessary modification when we deliver your order.

Assembly & Installation

26. Products require professional assembly and installation on site. We can usually offer installation service ourselves or by a contractor local to you to whom we have subcontracted other installation projects. If neither of those options is available, select a contractor with experience assembling and installing stone fireplaces, mantels, and surrounds.

27. (a) If we are installing your product, all substrate preparation of the site, including levelling the hearth-designated area, must be completed before we can begin. (We are not equipped to do this type of work. You will need to hire a contractor.)

(b) Ensure the work area is clear and all furnishings have been removed from the room where the product is to be installed. Flooring and finishes should be protected and there must be lighting sufficient for a renovation project. We are not responsible for damage to floors, walls, ceilings, finishes, fixtures, or furniture that occurs during assembly and installation of the product or when the product is moved from one place to another on the site (i.e. from the drop off point to the room in which it will be installed).

28. Extra material leftover at a job site after your product has been installed is our property and will be removed by our installer(s) or picked up by our representative.

29. You agree that we or our representative may take and display on our website or in other marketing materials photographs of the product after installation.

30. Remobilization

(a) All quotes for installation include mobilization, i.e., dispatching our crew on the scheduled installation start date and any additional scheduled day or days, the number of installation days to

complete the installation being pre-determined for the purposes of our quote. Changes to scheduled installation dates will require us to re-schedule other jobs in addition to yours.

(b) Therefore, remobilization charges will apply if, after we begin installing your product(s), we are required to leave the job site and return at a later date(s) for any reason (including that the site has not been properly prepared), In other words, remobilization charges will apply if we cannot complete the installation according to our original dispatch schedule. Remobilization charges will also apply (1) if only part of an installation can be completed as scheduled because, for example, another contractor is working in the area, or (2) you ask us to complete the installation in stages. Remobilization charges are payable before our return to the site.

Fireplace safety

31. (a) We supply only non-combustible fireplace mantels, over-mantels, and surrounds. We only provide information about the size, fit, and anchoring of our product(s). Responsibility for constructing the fireplace itself remains with the builder, general contractor, contractor, sub-contractor, or homeowner, as does meeting the requirements of federal, state, and local codes, and any restrictions imposed by the manufacturer of prefabricated fireplaces. We assume no liability for fireplaces that are not safe or do not meet code. We cannot provide advice about whether or not a fireplace is safe or code compliant.

(b) Only qualified contractors should construct conventional masonry fireplaces and inspect for conformity to current fireplace Life Safety Codes. If you have any concerns about the safety of your fireplace before or after the installation of our product(s), contact your local fire department for inspection and guidance.

(c) Life Safety Codes are fire protection requirements designed to provide reasonable degrees of safety from fire. They cover construction, protection, and operational features designed to provide safety from fire, smoke, and panic. The National Fire Protection Association offers consumers free access to its codes and standards. For general information, reference www.nfpa.org and for NFPA Code 211 specific to Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances, <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=211>.

(d) Our range hoods are also non-combustible and subsections 31(a), (b), and (c) apply to them with necessary modification.

Warranty

32. We guarantee there are no material defects in the design or manufacture of our products for a period of one year from the date of delivery. We make no warranty and extend no guarantee of performance, either expressed or implied, beyond that stated herein, including no warranties of merchantability or fitness for purpose.

Limited Liability

33. In addition to limitations to our responsibility stated elsewhere in this Agreement and to the fullest extent as may be disclaimed at law:

(a) Without limiting the generality or applicability of section 33(b), we are not liable for failures to perform, or for delays in the performance of, any obligations under this Agreement that result wholly or in part from any factor(s) beyond our direct and immediate control.

(b) We are not liable for costs or losses of any nature that you incur as a direct or indirect result of delays in the production, delivery, or installation of one or another of our products, whether or not such delays are reasonable. Without limiting the generality of the foregoing, we are not liable for costs or losses of any nature relating to delayed openings (e.g., delays to the “grand opening” of a retail location), delayed closing dates (e.g., delays to the closing of the sale of a home), and/or delayed inspection dates during or at the anticipated conclusion of a construction project.

(c) We are not liable to you for the sale of products and/or provision of services, or any delays related thereto whether within or beyond our control, whether for breach of contract, warranty, negligence, strict liability, in tort (including without limitation, negligence), or otherwise for pre-contractual or other representations (other than fraudulent misrepresentations) that result in (1) economic or commercial loss (including without limitation loss of revenue, profits, contracts, business, savings or anticipated savings); (2) any loss of goodwill or reputation; (3) any special, punitive, indirect, consequential, or incidental loss or damages (including without limitation, loss of use, loss of time, or inconvenience); whether such are suffered by you, your agent, or a third party.

(c) In no event will our total liability to you arising out of or in any way related to our sale of products or provision of services to you exceed the total charge (exclusive of taxes) on the invoice for your order.

34. (a) Without limiting the generality of subsections 31(a), (b), or (c), in the event the manufacture, delivery, and/or installation of our product is part of a larger project and whether or not that project is being carried out in whole or in part or overseen by a general or other contractor, under no circumstances will we be liable to the property owner, general contractor, or any other contractor, agent, supplier, or third party for costs or losses resulting from delays of whatsoever nature to any other part or parts of the project caused by or any way related to delays arising out of the manufacture, delivery, and/or installation of our product. For certainty, we will not be responsible whether such liability purports to arise from breach of contract, warranty, negligence, strict liability, in tort (including without limitation, negligence), or otherwise for pre-contractual or other representations (other than fraudulent misrepresentations) whether the result is (1) economic or commercial loss (including without limitation loss of revenue, profits, contracts, business, savings or anticipated savings), (2) loss of goodwill or reputation, or (3) special, punitive, indirect, consequential, or incidental loss or damages (including without limitation, loss of use, loss of time, or inconvenience).

(b) In no event will our total liability arising out of section 32(a) exceed the total charge (exclusive of taxes) on the invoice for the order for our product(s) and/or services.

35. **Precedence**

(a) In the event of a conflict, the terms of this Agreement take precedence over the terms of any contract between us and a general or other contractor or party, no matter the dates on the contracts. This section 35 takes precedence over language in any other contract claiming precedence either generally or over this Agreement in particular.

(b) In no event will delivery of our product be hindered or barred from the site of a project. Our installers or the contractor we or the property owner hire to install our product will have unfettered access to the site (generally and to the location of the installation of our product specifically) to install our product or for any purpose related to the installation of our product including, without limiting the generality of the foregoing, to inspect the site of the installation of our product for compliance with the terms of this Agreement and/or to retrieve leftover material after the conclusion of the installation.

Other Terms

36. Intellectual Property.

(a) All designs represented or described on our website or in any material provided to you (drawings, estimates, orders, invoices, etc.) are the property of the Company and cannot be used or reproduced without the written consent of Stone Fireplaces, LLC.

(b) We claim trademark protection to the full extent of the law of all names, etc. on our website, in printed literature, or in any material provided to you.

37 Dispute Resolution.

This Agreement shall be construed and governed by the laws of Illinois. Any matters in respect of this Agreement shall be submitted to, and determined by, a court of competent jurisdiction in the State of Illinois. You irrevocably waive any claim of inconvenient forum.

38. No Withholding Payment & Late Payment and N.S.F. Charges.

(a) You agree you will not withhold timely payment of any invoice amount by reason of any right, claim, or dispute with us relating to products or services purchased.

(b) Invoices are payable within 72 hours of the date thereon. Past due accounts will be charged a late payment fee that is the greater of the periodic rate of one and one-half percent (1.5%) per month (18% annually) or the maximum rate allowed by state law.

(c) NSF checks are subject to a \$25 service fee.

39. These Terms & Conditions of Sale are subject to change without notice.