

QUOTATION TERMS AND CONDITIONS

The following terms and conditions (these "**Terms**") shall apply to each quotation and custom estimate ("**Quote**") requested by or submitted to the potential buyer identified on the applicable Quote ("**Buyer**" or "you") for the purchase of products and related services (collectively, the "**Products**") from Sloan Marketplace LLC (referred to herein as, "**Sloan Marketplace**"). All orders and sales of Products are subject to final approval by Sloan Marketplace via a written order confirmation (the "**Order Confirmation**"). By requesting, obtaining, or accepting a Quote, you represent and warrant that you have read, understood, and accepted these Terms. No change, modification, amendment or other agreement with regard to these Terms shall be binding upon Sloan Marketplace unless made in writing and signed by an authorized officer of Sloan Marketplace.

1. Expiration: Except as otherwise set forth in the Quote, the Quote is subject to acceptance by Buyer within thirty (30) days and is subject to withdrawal at any time before acceptance, without notice. After the expiration of such thirty (30) day period, the Quote shall expire and Buyer must obtain a new Quote.

2. Applicability of Quote: The Quote is applicable to the request made by you for the purchase of Sloan Marketplace Products. In the event you have any changes to your request prior to accepting the Quote, you must obtain a new Quote. The Quote is not a binding contract or purchase order. Notwithstanding the foregoing, in consideration of receiving the Quote, you agree to be bound by these Terms.

3. Acceptance and Terms of Sale: Buyer must approve the Quote and submit an order to Sloan Marketplace, in writing (electronic submission shall suffice), within the period described in Section 1 above to order the Products referenced in such Quote. Upon Sloan Marketplace's acceptance of the Buyer's order, Sloan Marketplace shall issue an Order Confirmation, and upon issuance shall constitute a binding contract for the purchase and sale of the Products described in such Order Confirmation. The purchase of the Product(s) identified in the Order Confirmation shall be subject to and governed by, the Terms of Sale – Sloan Marketplace located at: <https://www.sloan.com/resources/downloads/pricing-sheets>. By placing an order, Buyer accepts and agrees to the Terms of Sale.

4. Cancellation: Sloan Marketplace reserves the right to cancel the Quote at any time.

5. Deviations: Any deviation or alteration of the specifications contained in the Quote accepted by Buyer shall only be honored by Sloan Marketplace pursuant to a written change order executed by Sloan Marketplace and Buyer. Buyer shall be responsible for all costs incurred by Sloan Marketplace associated with such change order.

6. Product Materials Disclaimer: The stones and other materials incorporated in Sloan Marketplace's Products vary in color, grain, veins, surface finish, and character. Accordingly, Products ordered by Buyer may differ in color, grain, vein, surface finish, or character than any models, stones, or other materials shown in the Quote or on Sloan Marketplace's website.

7. Assumptions: The assumptions Sloan Marketplace made in preparing the Quote vary based upon the information you provide Sloan Marketplace, including measurements and other specifications. Sloan Marketplace makes no representation or warranty that the products identified in the Quote will satisfy your needs. You represent and warrant that the information you provide Sloan Marketplace is accurate and complete and Sloan Marketplace can rely on such information in preparing the Quote. Unless otherwise specifically agreed to in a separate writing,

Sloan Marketplace is not obligated to keep confidential any commercial or technical information transmitted to Sloan Marketplace by you.

8. Quote Materials: The Quote and all designs, renderings, pictures, plans, schemes, and other materials within the Quote ("**Quote Materials**") are and at all times shall remain the sole and exclusive proprietary property of Sloan Marketplace. You shall have the limited right to use the Quote Materials solely in connection with your determination of whether to accept the Quote. You must keep confidential and shall not disclose the Quote Materials to any third party without the prior written consent of Sloan Marketplace, which may be withheld or granted in Sloan Marketplace's sole discretion.

9. Lead Times. Production schedules change daily. Accordingly, all lead times referenced in the Quote and/or the Order Confirmation are subject to change by Sloan Marketplace.