

These Terms & Conditions of Sale (the “Terms”) govern all quotations, orders, sales, and deliveries of outdoor porcelain products and related goods and services (the “Products”) by Porcea Stone Inc. (“Porcea”, “we”, “us”, or “our”) to any customer, dealer, distributor, contractor, or other purchaser (the “Purchaser” or “you”). They define the limits of our liability in respect of the Products. **Please read them carefully.**

1. APPLICATION & ACCEPTANCE

These Terms apply to, and are incorporated by reference into, every quotation, sales order, order confirmation, invoice, and sale issued by Porcea, and are published at www.porceastone.com. By requesting a quotation, placing an order, accepting delivery, making payment, or installing or using the Products, the Purchaser accepts and agrees to be bound by these Terms. These Terms prevail over any conflicting, additional, or different terms in any purchase order or document issued by the Purchaser, unless expressly agreed to in writing and signed by an authorized representative of Porcea Stone. No course of dealing, trade usage, or failure by Porcea to enforce any provision may be taken or considered to be a waiver of these Terms.

2. INSPECTION & ACCEPTANCE — INSPECT BEFORE INSTALLATION

The Purchaser must inspect all Products promptly on receipt and, in all cases, before installation, fabrication, cutting, sealing, or other modification. Outdoor porcelain products naturally vary, and it is the Purchaser’s responsibility to confirm that the Products conform to the order and are acceptable in colour, finish, dimension, and quantity before they are installed or modified. Installation, fabrication, cutting, sealing, or other modification of any Product constitutes the Purchaser’s irrevocable acceptance of that Product as delivered and constitutes a waiver of any claim relating to any condition that was or would have been reasonably apparent on inspection, including colour, shade, finish, dimension, surface condition, and quantity. No claim will be accepted on Products that have been installed or modified, except to the limited extent of a latent defect validated under Section 5. A “latent defect” refers to a manufacturing defect existing at the time of delivery that could not reasonably be discovered upon proper inspection prior to installation. Installation after discovery of an alleged defect constitutes acceptance of the Product and waives any claim relating to that condition.

Risk of loss or damage to the Products passes to the Purchaser upon delivery to the carrier or, for pickup orders, upon loading. Title remains with Porcea until payment has been received in full.

3. OUTDOOR PORCELAIN CHARACTERISTICS & VARIATION

Porcea’s outdoor porcelain Products are manufactured to the ISO-10545 ceramic-tile standard set out in the applicable 20 mm and 30 mm technical specification sheets. Minor manufacturing tolerances are normal. The following are inherent characteristics and are not defects, non-conformities, or valid quality claims:

- Shade, tone, and pattern varies between pieces, production batches, samples, showroom displays, photographs, and previous orders. Replacement or top-up batches may show slight variation. Samples are indicative only and exact matches cannot be guaranteed.
- Dimensional and calibration tolerances within the ranges published in the applicable technical specification sheet, including minor variation in size, thickness, flatness, and rectified-edge squareness.
- Minor surface markings or aesthetic variations inherent to porcelain that fall within the published technical tolerances; and normal wear, colour change, or aesthetic variation over time.

Published dimensions, weights, coverage, and pallet quantities are nominal and approximate. The Purchaser is solely responsible for confirming that the selected Product, thickness, and finish are suitable for the intended application (for example, 20 mm versus 30 mm for pedestal, sand-set, or vehicular use) and for installing it in accordance with Section 4.

4. INSTALLATION REQUIREMENTS, SITE CONDITIONS & ALTERATIONS

The Products must be installed, used, and maintained by qualified professionals strictly in accordance with the Porcea Stone Installation Guide and recognized industry practice. As a condition of any warranty or claim, the Purchaser is responsible for ensuring a correctly engineered base, substrate, and drainage appropriate to the application, climate, and load, together with adequate moisture protection. The use of incompatible setting

materials, cleaners, or chemicals that may cause staining, discolouration, or damage will void any claim; and the Products must not be subjected to misuse, abuse, negligence, accident, or improper cleaning. Damage or conditions resulting from improper installation, inadequate base or drainage, structural or ground movement, acts of nature, de-icing salts, or site-specific conditions are excluded from any warranty and are not valid product-quality claims.

Alterations. The Purchaser is aware that product integrity is compromised when a Product is drilled (for example, to install railings), grooved (for example, to install LED lights), or otherwise cut or altered. Porcea is not responsible for any issue, damage, failure, or condition that arises due to such alterations to the Products.

Duty to Stop Installation. Upon discovery of any suspected defect, installation shall immediately cease until Porcea has completed its inspection.

5. QUALITY CLAIMS, RETURNS & HOW TO SUBMIT A CLAIM

Quality claims are accepted only where the Purchaser strictly complies with the following; failure to comply at any step is a waiver of the claim and acceptance of the Products as delivered. **Notice before installation** — the Purchaser must notify Porcea in writing of any alleged defect, shortage, or other quality claim before installation and, in any event, within 15 days of receipt. **Information required** — a written claim must include the original proof of purchase, the order or invoice number, a description of the alleged defect, photographs, and evidence of compliance with the applicable installation guidelines. **Inspection and return** — all claims are subject to inspection, review, and validation by Porcea; any Product alleged to be defective must be made available for inspection and, if requested, returned to Porcea's yard at the Purchaser's sole expense within 10 days of written notice, and Porcea is not responsible for freight, handling, or pallet-return. **Determination** — no credit, replacement, repair, or refund will be considered unless and until Porcea has had a reasonable opportunity to inspect the Products and has determined, acting reasonably, that the claim is valid. Claims are additionally subject to final approval by a director of Porcea Stone.

Material allowance. The Purchaser is responsible for quantity evaluation, including assessment of extra Products to allow for cuts, waste, the geometry of the installation zone, layout patterns, etc. It is recommended that the Purchaser estimate 5% to 10% extra material to allow for breakage in transit or on site, shrinkage, and wastage. Porcea will only entertain valid claims that exceed this allowance; this allowance does not cover incorrect estimation, pilferage, or excessive cutting or wastage on site.

Returns. Returns are accepted at Porcea's sole discretion and for yard credit only. The original receipt is required, and Products must be returned to our yard within 60 days of purchase in their original, saleable condition. A restocking fee of 25% applies to accepted returns, and return freight and handling are the Purchaser's responsibility. No returns or exchanges are accepted on custom or special orders, cut-to-size Products, or Products purchased at full-pallet pricing.

How to submit a claim. Written notices and quality claims must be submitted to Porcea at: Porcea Stone Inc., 12393 Coleraine Drive, Bolton, ON, Canada L7E 3B4 • Tel: 1-833-942-2200 • Email: info@porceastone.com • www.porceastone.com.

6. SUITABILITY & FITNESS FOR PURPOSE

Porcea does not warrant the suitability of any Product for any particular project, application, site, or climate conditions. Selection of the Product, including its type, thickness, finish, and intended use, is the sole responsibility of the Purchaser and its design professionals, and the Purchaser assumes all risk associated with the selection and use of the Products. The Purchaser is advised to seek and evaluate the technical information of the Products that they buy, and is responsible to ensure product-suitability in relation to their climatic conditions, installation method, subsoil moisture-related issues, and similar factors. The Purchaser is aware that Porcea is not an engineer or geologist and does not possess the technical expertise that may be required for the most suitable selection of a Product or installation method; any guidelines, technical data, test results, samples, or recommendations provided by Porcea are suggestive and for general information only, are not binding, and are not a guarantee of performance in, and/or suitability for, inter alia, the Purchaser's specific site and climatic conditions, performance, installation, design, or other material and appearance requirements.

Climatic suitability depends upon numerous variables beyond Porcea's knowledge or control, including but not limited to:

- Freeze-thaw cycles
- Annual precipitation
- Groundwater conditions
- Drainage
- Snow-removal practices
- Use of de-icing salts
- Solar exposure
- Site orientation
- Substrate movement
- Installation method
- Maintenance practices
- Local geology
- Existing and/or proposed vegetation / plantation

Porcea makes no representation that any Product is suitable for use in any specific municipality, province, state, climate zone, or geographic region. Porcea does not provide engineering, architectural, geological, or design services.

Prior to purchase, the Purchaser shall independently determine that the selected Product is appropriate for the intended application and shall obtain such engineering, architectural, or geological advice as may reasonably be required.

7. PURCHASER'S INDEPENDENT ASSESSMENT & NON-RELIANCE

The Purchaser acknowledges that it has independently investigated and satisfied itself as to the suitability of the Products for the intended application. The Purchaser confirms that it has not relied upon any oral statement, recommendation, opinion, estimate, representation, sample, marketing material, or advice made by Porcea or any of its employees, representatives, or agents regarding the suitability, durability, performance, or fitness of any Product for any particular application, climate, environmental condition, or intended purpose, except as expressly set out in writing and signed by an authorised officer of Porcea.

Porcea has no continuing duty to advise the Purchaser, and bears no responsibility or obligation to investigate, monitor, or advise the Purchaser concerning changing site conditions, evolving project requirements, changes in climate, installation methods, or maintenance practices after quotation or sale.

8. SOLE & EXCLUSIVE REMEDY

Where Porcea determines that a quality claim is valid, Porcea's sole and exclusive liability is limited, at Porcea's option and drawn from Porcea's then-current product line, to one of the following: (a) replacement of the affected Product at the original point of delivery (Note: replacement batches may vary in colour and shade); (b) repair of the affected Product; or (c) a credit or refund not exceeding the original invoiced material value of the affected Product. Any replacement, credit, or refund is based solely on the original invoiced cost of the affected Product and does not include freight, taxes, installation, removal, disposal, labour, handling, ancillary materials, or any other charge. If the Purchaser selects a replacement Product of greater value than the original, the Purchaser is responsible for the difference plus any applicable freight, taxes, and related charges. No other remedy is available.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and regardless of the form of action, whether in contract, tort (including negligence), warranty, strict liability, or otherwise: in no event will Porcea be liable for any indirect, incidental, or consequential damages, losses, costs, or expenses of any kind, including, without limitation, freight, labour, installation, removal and reinstallation costs, disposal, repair of surrounding work, project delays, downtime, loss of profits, loss of use, or legal fees, even if advised of the possibility of such damages. Porcea's total aggregate liability arising out of or relating to any Product or order, from all causes combined, will not exceed the original

invoiced material value of the specific Product giving rise to the claim. The Purchaser acknowledges that the prices charged reflect this allocation of risk, that these limitations are a fundamental basis of the bargain, and that they apply even if any remedy is found to have failed its essential purpose. The Purchaser waives any claim based upon negligent representation except where arising from fraud or intentional misconduct.

10. WARRANTIES & DISCLAIMER

Porcea provides a limited warranty against latent defects to any Purchaser — whether customer, dealer, distributor, contractor, or other purchaser — for a maximum period of one year from the date of purchase (the “Warranty Period”). No claims of any kind shall be entertained after the expiration of the Warranty Period. The Warranty Period is an outer time bar and does not extend or replace the notice periods set out in Section 5, and any longer warranty applies only where expressly provided by Porcea in writing. Except for this one-year limited warranty, the Products are sold “as is”. To the fullest extent permitted by law, Porcea disclaims all other warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including any implied warranty or condition of merchantability, durability, or fitness for a particular purpose.

No employee, salesperson, dealer, representative, or agent of Porcea has authority to modify these Terms or make any representation or warranty concerning any Product unless expressly confirmed in writing by only the CEO or COO of Porcea.

11. FORCE MAJEURE

Porcea is not liable for any delay or failure to perform caused by events beyond its reasonable control, including but not limited to labour, carrier, and manufacturing strikes and work stoppages, carrier delays, shortages, supplier or manufacturer failures, transportation disruptions, weather, acts of nature, or military or governmental action. All orders, deliveries, and commitments are subject to availability.

12. INDEMNITY

The Purchaser will indemnify and hold harmless Porcea and its directors, officers, employees, and agents from and against any claim, loss, damage, cost, or expense (including reasonable legal fees) arising out of the Purchaser’s selection, handling, installation, modification, use, or resale of the Products, or any breach of these Terms, except to the extent caused by Porcea’s own gross negligence or wilful misconduct.

13. THIRD-PARTY CUSTOMERS & MANDATORY LAW

These Terms are solely between Porcea and the Purchaser. The parties agree that these Terms govern their rights and obligations. They confer no rights on, and create no liability of Porcea toward, any end-use customer or other third party.

Dealers and contractors purchasing for resale acknowledge they possess sufficient expertise to evaluate the Products independently and shall not represent that Porcea has approved any Product for a specific project unless expressly authorized in writing.

The Purchaser is solely responsible for its own terms of sale, warranties, and consumer-protection obligations to its customers, and shall indemnify and hold Porcea harmless against any claim brought by the Purchaser’s customers or any other third party in connection with the Products. Nothing in these Terms operates to exclude, restrict, or modify any right or remedy that cannot lawfully be excluded; where such a right or remedy applies, Porcea’s liability is limited, to the fullest extent permitted by law, to the remedies set out in these Terms.

14. GOVERNING LAW, JURISDICTION & CISG

These Terms and any sale are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws rules. The Purchaser irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Toronto. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), and this contract shall be governed by the Ontario Sale of Goods Act (SGA). Where these Terms differ from the provisions of the SGA, these Terms shall prevail, to the fullest extent permitted by applicable law.

15. GENERAL

Entire agreement. These Terms, together with the applicable quotation, order confirmation, and invoice, constitute the entire agreement between the parties and supersede all prior representations and understandings. No oral statement, prior discussion, catalogue, brochure, website, email, or sales presentation forms part of the agreement unless expressly incorporated.

Severability. If any provision is held unenforceable, the remaining provisions continue in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent.

Amendments. Porcea may update these Terms from time to time; the version in effect at the date of order confirmation applies to that order.

Assignment. The Purchaser may not assign its rights or obligations without Porcea's prior written consent.

Waiver. No waiver is effective unless provided in writing and signed by Porcea.

Survival. Sections 6 through 15 survive delivery, payment, and termination of the agreement.