

WARRANTY, TERMS & CONDITIONS OF SALE

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 the Customer Service Department within 1 month of invoice date.
- Claims as to breakage, shortage or overage in quantity should also be sent in writing to the Customer Service Department no later than 10 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 the Roca USA Inc. immediately upon discovery.
- The Roca USA Inc. 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 USA Inc. Customer Service Department within 1 business day in order to process a Return Authorization form and credit the customer's account.
- Distributor may not return any material without first obtaining approval from the Roca USA Inc. through a Return Authorization consent form. The Roca USA Inc. will only accept return of current inventoried product in full cartons and in good, saleable condition. A 20% restocking charge will be applied to any returned materials and customers will be responsible for the freight cost of return.

SHIPPING CLAIMS

- Unless otherwise stated on the bill of lading, the Roca USA Inc. terms of shipment are F.O.B., the warehouse where material is located.
- Once a shipment has left the Roca USA Inc. warehouse, it is 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 arrived at its destination, the customer should ask the person who received 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.

CONTAINER ORDERS

- 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 the Roca USA Inc..
- 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. The Roca USA Inc. will file insurance claims for you if we are notified within 1 week of receipt of the shipment.
- Tile for material on Direct Container shipments transferred upon issuance of the bill of lading. Requests for credit or correction for either damages or breakages not made within 10 business days of receipt of shipment will not be allowed. For assistance, contact the Roca USA Inc. Customer Service Department.

QUALITY

The Roca USA Inc. is responsible only for products manufactured and packaged at locations duly authorized by the Roca USA Inc.. The Roca USA Inc. warrants only that the products it sells will at the time of delivery meet the applicable specifications the Roca USA Inc. 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 USA Inc. 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, the Roca USA Inc. assumes no liability for claims related to product.

LIMITED WARRANTY

The Roca USA Inc. 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. The Roca USA Inc. makes no warranty as to the suitability of its tile for a particular installation. The Roca USA Inc. 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 the Roca USA Inc. warranty, the buyer's sole and exclusive remedy shall be replacement of the product with tile of compatible color and shade, as determined by the Roca USA Inc..

Labor and installation charge are expressly excluded from this warranty. The Roca USA Inc. 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. The Roca USA Inc. 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.