

MATRIX Z, LLC TERMS & CONDITIONS OF SALE

1. BASIS OF SALE. a. The Seller shall sell and the Buyer shall purchase the Products in accordance with any written purchase order of the Buyer which is accepted by the Seller, subject to these Conditions, which shall govern to the exclusion of any other terms and conditions. Internet purchases as applicable shall apply and subject to internet published conditions of sale.

No modification or amendment to the purchase order, Seller's acknowledgment confirming the purchase order, or these Conditions shall be effective unless agreed to in writing signed by an appropriate officer of the Seller.

The Seller's employees or agents are not authorized to make any representations concerning the Products unless confirmed in writing signed by an officer of the Seller. The Buyer acknowledges that it has not and will not rely on and waives any claim for breach of any representation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2. ORDERS AND CANCELLATION. a. No purchase order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until: (a) the purchase order is confirmed in writing by the Seller's authorized representative by way of purchase order acknowledgment; and (b) Seller has received full payment and/or a deposit equal to 50% of the invoice price for the Products whichever is agreed.

No purchase order which has been acknowledged by the Seller may be amended or canceled by the Buyer except with the written agreement of the Seller and on the terms that the buyer shall pay the Seller cancellation charges equal to the greater of 50% of the total price of the order or the deposit made by the Buyer. Credit card disputes or cancellations will not be accepted.

3. PRICE OF PRODUCTS. a. The price of the Products shall be the Seller's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer.

The Seller reserves the right, by giving notice to the Buyer at anytime before delivery, to increase the price of the Product, to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

Except as otherwise stated under the terms of any quotation of the Seller, and unless otherwise agreed to in writing signed by the Buyer and the Seller all prices are given by the Seller on an F.O.B. Seller's warehouse basis, and where the Seller agrees to deliver the Products otherwise than at the Seller's warehouse, the Buyer shall pay the Seller's charges for transportation, packaging and insurance.

The price is exclusive of any applicable sales, use or other tax, which the Buyer shall be additionally required to pay or reimburse to the Seller.

4. PAYMENTS DEPOSITS AND COLLECTIONS: Payment shall be made in United States currency to the location specified on the invoice. a. In respect of all purchase orders submitted by the Buyer, the Buyer shall pay the full invoice price for the Products unless credit terms are granted by the seller. The Seller shall not have any obligation to commence with processing the order and further reserves the right to stop processing of any purchase order unless or until such payment is paid. Credit card purchases are accepted if drawn on US banks. Items not in stock that require additional production or delivery time will require a 50% non-refundable deposit with balance due on completion or ten days prior to delivery date.

If the Buyer fails to make any payment as and when due then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (i) cancel the order or suspend all further deliveries under the purchase order; (ii) retain any payments made by the Buyer to the Seller for the Products; (iii) charge the Buyer interest (both before and after any judgment) on the unpaid balance for the order, at the rate of 18% per annum until payment in full.

Notwithstanding that title to the Products may not have passed to the Buyer by virtue of these Conditions, the Seller shall (without prejudice to any other of its rights) be entitled to sue for the price of the Products once payment is due.

If the account is placed in the hands of an attorney for collection of all or part of the amount due Seller, the Buyer shall be liable for all costs of collection and a reasonable attorney's fee including attorney's fees for litigation up through and including all trial and appellate levels and post judgment proceedings.

5. DELIVERY. a. Delivery of the Products shall be made by the Seller upon notice to the Buyer that the Products are ready for pickup at the Seller's premises or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Products

to that place. At the time of delivery of the Products, the Buyer shall provide at its expense if applicable personnel and equipment to assist the Seller or its carriers in unloading the Products. Any delivery dates agreed to by the Seller are approximate only and the Seller shall not be liable for any delay in delivery of the Products. The Seller reserves the right to deliver the Products in installments without any adjustment in the price.

Where the Products are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to cancel or repudiate the purchase order or Seller's acknowledgment as a whole.

The Goods shall be deemed to be delivered: (i) on tender of delivery, if the purchase order or Seller's acknowledgment require delivery at a specified destination; (ii) on tender of the Products to Buyer's carrier, if the purchase order or Seller's acknowledgment require the Buyer to transport the Products; (iii) on tender, of delivery at Seller's premises, if the purchase order or Seller's acknowledgment require the Buyer to pickup the Products at the Seller's premises.

If the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions within 14 days after receipt of notice that the Products are ready for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may: (i) store the Products until actual delivery and charge the Buyer storage charges at Seller's then current rate for storage (including insurance); and (ii) in the event that the Buyer fails to accept delivery (for a period of 15 days) the Seller may sell the Products at the best price readily obtainable and recover from the Buyer the difference between the resale price and the order price, together with incidental damages including, but not limited to, all storage, packing, unpacking, transport and delivery costs and selling expenses.

6. TITLE AND RISK OF LOSS. a. Risk of loss shall pass to the Buyer: (i) in the case of Products to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Products are available for collection; or (ii) in the case of Products to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Products, at the time when the Seller has tendered delivery of the Products. The Buyer shall obtain, pay for and maintain insurance with respect to the Products, from the time when the Seller has tendered delivery of the Products, in such form and in such amount as shall be reasonably satisfactory to the Seller, or shall reimburse the Seller for the cost of obtaining and maintaining such insurance.

Notwithstanding delivery of the Products and the passing of risk of loss, or any other provision of these conditions, title to the Products shall not pass to the Buyer until the Seller has received in cash or immediately available funds payment in full of the price of the Products.

Until such time as the Buyer fails to make payments as and when due under these Conditions, or otherwise defaults under these conditions (and provided the Products are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver the Products to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Products are and repossess the Products.

7. WARRANTIES AND LIABILITY. a. Subject to the conditions set forth below, the Seller warrants that at the time of delivery the Products: (a) will be free from material defects in materials and workmanship.

The above warranty is given by the Seller subject to the following conditions: (i) the Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Buyer; (ii) the Seller shall be under no liability in respect of any defect arising from reasonable wear and tear, willful damage, negligence, incorrect use, movement, installation or erection, misuse or alteration; (iii) the Seller shall have no liability or obligation under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products is not paid when due. In the event of failure to deliver Products, omissions from the delivery or loss or damage occurring to Products during transit where the Products are transported by the Seller or its carrier, the Buyer must give the Seller written notice of such omissions from delivery or loss or damage in transit within two (2) working days of the date of delivery. The Buyer shall also comply in all respects with the notice requirements for omissions from the delivery or loss or damage in transit of any carrier which has delivered the Products to the Buyer. If the Buyer fails to give written notice pursuant to this Paragraph, the Buyer shall be deemed to have accepted the Products, in good order and in conformity with the purchase order or Seller's acknowledgment and these conditions.

The Buyer shall notify the Seller in writing, within three (3) days [72 hours] from the date of delivery of any defect in the quality or condition of the Products. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Products.

The Seller shall have no liability, and the Buyer shall be bound to pay the price as accepted products delivered in accordance with the purchase order or Seller's acknowledgment and these conditions.

Where the Buyer notifies the Seller of any defect in the quality or condition of the Products, the Seller shall be entitled to replace the Products (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Products (or a portion of the price in proportion to the part in question) in exchange for return of the Products, but the Seller shall have no further liability to the Buyer.

The Seller shall not be liable to the Buyer for consequential damages (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer, except as expressly provided in these Conditions.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract for the purchase and sale of the Products by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the generality of the foregoing, the

following shall be regarded as causes beyond the Seller's reasonable control: (i) act of God, weather conditions, explosion, flood, tempest, fire or accident; (ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (iii) acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental or local authority; (iv) import or export regulations or embargoes; (v) strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); (vi) difficulties in obtaining supplies, raw materials, labor, fuel, parts or machinery; (vii) power failure or breakdowns in machinery; (viii) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

h. The erection, installation or wear of the Products is the Buyer's sole responsibility.

8. PRODUCT VARIATIONS. a. The Product is composed of natural materials which have certain inherent characteristics. Shading, color variation and aggregate size variation is a natural and expected occurrence, not a defect. The Product is not guaranteed for evenness of color and may not be the exact shade or size anticipated. The shade and color may vary over time. Voids on the surface of the Product and along its edges and on occasion hairline separations between the fossils may be visible and may occur during the manufacturing process. These voids enhance the natural quality and appearance of the Product and shall not be considered a defect or failure. All sizes are nominal.

9. COLOR. a. Special or custom colors cannot be returned. Purchaser agrees to take delivery on total quantity ordered.

10. IRREDESCENCE or efflorescence. a. Irredescence is a natural shading occurrence due to natural or artificial light conditions. Efflorescence is a cement byproduct and it will usually wash and wear off in the course of time. No responsibility is accepted by the Seller for either occurrence.

11. DESIGN PROTECTION. All products, designs, trade names, trademarks or copyrights of merchandise published or delivered are protected by the seller under United States Federal Trademarks and Copyrights and shall not be reproduced or simulated.

12. GENERAL. a. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at the addresses shown on the Seller's acknowledgment confirming the purchase order or such other addresses as may be given by either party to the other in writing.

No waiver by the Seller of any breach of the contract to purchase and sell the Products by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

The purchase order, Seller's acknowledgment and these Conditions shall be governed by the laws of the State of Florida and the parties hereto hereby submit themselves to the jurisdiction and venue of Broward County.

The remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or equity.

These Conditions, along with the duly executed purchase order and Seller's acknowledgment, shall be deemed to contain the

entire and only agreement between the parties relating to the subject matter hereof, and any terms or conditions relating hereto not incorporated herein shall not be binding upon either party.

g. In any dispute, controversy or claim arising out of or relating to these Conditions, the purchase order or Seller's acknowledgment, including, without limitation, the interpretation or the breach thereof, the prevailing party shall be entitled to recover all attorney's and paralegal's fees and costs incurred in connection with the exercise of any of the remedies set forth herein including any litigation arising out of these Conditions up through and including all trial and appellate levels and post judgment proceedings.

