

carrier; thereafter, Buyer shall bear all risk of loss or damage. Damage or shortage claims arising from direct shipments shall be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, including but not limited to changes in quantity or partial release,

Buyer with advice or other assistance that concerns any goods and/or services supplied hereunder; or any system or equipment in which any such goods and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence), or any other grounds or theory of recovery.

12 Returns No goods and/or services will be accepted for return without the written permission of Seller. Only normally stocked items in resalable condition that are in their original unopened condition and packaging (for tile or plumbing fixtures) will be accepted for credit. Any and all accepted returns shall be subject to a minimum 35% restocking charge, provided however, that returns will not be accepted after 30 days from date of delivery. Specially ordered items, "sale" products, or abnormal quantities of stock items will not be accepted for return, and shall be deemed to be sold "as is"

13 Charges for Delay Beyond Delivery Date If shipments are held or stored beyond delivery date for the convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

14 Order Cancellation Orders placed by Buyer may be cancelled by Buyer only if agreed to by Seller in writing and upon payment of reasonable charges based upon expenses already incurred and commitments already made by Seller.

15 Authorization of Employee/Agent Action Unless Buyer notifies Seller in writing to the contrary prior to making a purchase, Buyer hereby represents and warrants that any employee or agent acting on Buyer's behalf shall be deemed to be authorized by Buyer; and Seller may rely upon such representation unless the written notice referred to herein is provided by Buyer prior to making such purchase.

16 Application of Payment Unless Buyer directs otherwise in writing with each remittance, payments will be applied to the account in the order of priority set forth below:

- 20** Covering Law Buyer's order; the interpretation and enforcement of these Terms & Conditions and all related transactions are governed by the laws of the State of Texas without regard to its conflicts of laws rules. All disputes, litigation, or other proceedings arising out of or relating to the foregoing shall take place in Travis County, Texas. The parties consent to exclusive jurisdiction and venue of the courts located in Travis County, Texas, USA, and hereby EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.
- 21** Attorney's Fees and Costs If any action at law or inequity is commenced by either party to enforce or interpret the terms of Buyer's order; these Terms & Conditions or any related transaction, the party substantially prevailing in such proceeding or actions shall be entitled to recover from the other party reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the substantially prevailing party may be entitled.