



U.S. Customs and
Border Protection

12/20/2012

FBR Marble Inc.
6851 Paramount Blvd.
Long Beach, CA 90805

FBR Marble Inc.:

On behalf of U.S. Customs and Border Protection (CBP), I am pleased to welcome FBR Marble Inc. as a certified partner in the Customs-Trade Partnership Against Terrorism (C-TPAT) program. By participating with CBP, you are making a vital contribution to help us secure our borders and ensure the continued free flow of international trade.

Your role as a C-TPAT partner is to continue to ensure that appropriate security measures, based upon risk analysis and consistent with C-TPAT security criteria, are maintained in a documented and verifiable format throughout your international supply chains. C-TPAT partners must also have a documented and verifiable process for the selection of business partners and ensure that these business partners develop security procedures consistent with C-TPAT security criteria.

To meet these obligations and the security standards established under the C-TPAT program, it is necessary that a security self-assessment process be developed and implemented. Additionally, these assessments should identify and institute any enhancements or updates to your supply chain program. All aspects of the security self-assessment must be verifiable, documented, reviewed on a regular basis and updated as warranted.

CBP's commitment to you, consistent with our goals of security and facilitation of trade moving into the United States, is to provide a secure entry process marked by the efficient release of goods and prompt resolution of CBP issues. At this time, CBP will proceed to provide FBR Marble Inc. with C-TPAT benefits which may include reduced cargo exams, training and sharing of information.



Again, I welcome FBR Marble Inc. as a certified C-TPAT partner, and I thank you in advance for your support in this evolutionary and cooperative effort to build a more secure and more efficient global trade environment.

Please visit our website and log into the C-TPAT secure web portal at <https://ctpat.cbp.dhs.gov> in order to learn to which C-TPAT field office and Supply Chain Security Specialist (SCSS) your company has been assigned.

CBP created the C-TPAT validation process to ensure that the security measures declared in a participant's C-TPAT security profile are effective. CBP will, to the extent practicable, conduct a C-TPAT validation not later than one year of the Partner's C-TPAT certification in accordance with section 215 (a) of the "Security and Accountability for Every Port Act of 2006" (SAFE Port Act), Pub. L. 109-347, 120 Stat. 1917.

Sincerely,



Bryan Picado
Acting Director, C-TPAT/Industry Partnerships
Office of Field Operations
U.S. Customs and Border Protection

FBR MARBLE, Inc. TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU.

1. GENERAL: This Agreement contains the terms and conditions that apply to customers for purchases from FBR Marble, Inc. The term "Seller" shall refer to FBR Marble, Inc. The term "Buyer" shall mean that person or entity purchasing products from Seller. All sales made by Seller are subject to the terms and conditions (these "Terms and Conditions") contained herein, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. No terms and conditions in any way altering or modifying these Terms and Conditions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. Buyer agrees that its exclusive remedy against Seller in the event Buyer contends goods or materials supplied by Seller are defective, shall be an action for damages limited by the purchase price of the goods or materials actually paid by Buyer and in no event shall Seller be liable for any other damages, including, but not limited to loss of profits, indirect, incidental, consequential, special, delay, or other similar damages that may arise out of any breach of this agreement or any obligations under this agreement.

2. ORDER ACCEPTANCE AND PURCHASE: The sale and shipment of the products listed in the Seller's invoice are governed by the terms and conditions contained in the proposal and/or those terms below without regard to any additional provisions or provisions to the contrary in any of the Buyer's commercial forms or otherwise. FBR Marble, Inc. reserves the right at any time after receipt of Buyer's order to accept or decline Buyer's order for reasonable cause including but not limited to availability of products, failure by Buyer to satisfy payment terms, and/or breach by Buyer of this Agreement. INSTALLATION of material is considered full acceptance of the material AS IS. Marble and travertine are products of nature, natural holes will be present, some pieces will vary in color and veining from one tile to another and absolutely no two tiles are alike. Natural stones may also react with installation materials used, some types of sealers or even with the surrounding environment and change of color or discoloration may occur. Up to 5% breakage, damage or inconsistencies of all materials are considered acceptable, and the Seller is not liable for those materials. If payment has been remitted for the purchase and FBR Marble, Inc. cancels Buyer's order, FBR Marble, Inc. shall forthwith issue a refund equal to the amount remitted for the rejected or cancelled order.

3. PURCHASE PRICE: Any quotations given by FBR Marble, Inc. will be valid for the period stated on the quotation. FBR Marble, Inc. reserves the right to adjust or cancel quotations as required. Unless otherwise specified in writing, Buyer agrees to pay the total purchase price prior to pick up or delivery of the products listed in the Seller's invoice. In addition, the Buyer agrees to pay any sales or other taxes levied on or measured by such purchase price, or arising from the use of the products and any parts or maintenance supplied, including without limitation, any additional sales, use, gross receipts, privilege, excise and personal property taxes unless specified.

4. PICK UP / DELIVERY: TITLE AND RISK OF LOSS: Buyer acknowledges and agrees that any deliveries that FBR Marble, Inc. performs are curbside and signature is required at time of delivery. Seller is not liable for any lost, damaged or stolen products after delivery. The Seller is not responsible for damages occurred to the customer's vehicles during pick-up, loading or transport of purchased materials. For all orders of non-fabricated products, title and risk of loss shall pass to the Buyer as follows: (a) if the order is for more than or equal to that quantity contained in one standard twenty foot freight container, or an equivalent amount, the title and risk of loss shall pass to the Buyer upon commencement of loading (by the Seller, the Buyer, or any third party carrier) at the Sellers facility or other point of shipment; or (b) if the order is for less than one standard 20 foot freight container then title and risk of loss shall pass to the Buyer when the products arrive ready for unloading at the Buyer's facility or other designated delivery destination. All sales and shipments pursuant to this invoice are subject to cancelation or delay in the event of: strikes, delay of carriers, acts of God, quarry conditions, or other conditions beyond Seller's control. All shipments of the Sellers products shall be conducted utilizing the Sellers standard bill of lading and shall be subject to all terms and conditions of the same.

5. INSPECTION: Buyer is responsible to inspect the products upon pick up or receipt of delivery. Any damage to delivered materials needs to be noted on all copies of the freight bill. The delivery receipt must be signed by the driver and consignee. Concealed damage needs to be reported within 24 hours. Pictures must be taken of the material in its original packaging showing different angles of the damaged crates and damaged material. If any smaller items such as mosaics or accessory pieces are missing, it must be noted on the delivery receipt. It shall be conclusively presumed, by both the Buyer and Seller, that the products were delivered in good order should the delivery receipt not reflect any damage. **IN NO EVENT WILL ANY CLAIMS BE ACCEPTED FOR ANY REASON AFTER MATERIAL HAS BEEN INSTALLED. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LABOR OR INSTALLATION CHARGES AND FOR CLAIMS RELATED TO THE INSTALLATION OF THE DELIVERED MATERIALS.**

6. INDEMNITY: Buyer agrees to defend and hold Seller harmless from and against any and all claims of any kind or nature (whether based in tort, contract or otherwise) resulting directly or indirectly from the purchase of goods or materials by Buyer from Seller or the use or consumption of such goods or materials by any third party, as well as all other actions or inactions of Buyer, its agents, employees and all others acting on its behalf or at its direction related thereto. For purposes of this provision, the "Seller" includes Seller, all parent, subsidiary and related entities, as well as their past, present and future officers, directors, agents, employees, insurers and all for whom they are responsible.

7. APPLICABLE LAW AND VENUE: The purchaser acknowledges and agrees that the exclusive venue for all disputes under this agreement shall be in the state or federal courts located in Long Beach, California and the applicable law shall be the law of the State of California.

22. ARBITRATION: All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by a single arbitrator (the "Arbitrator"), pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The decision of the

Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration pursuant to this section 12.

8. PAYMENT: All deposits for special orders are considered non-refundable. Payment is due in full prior to pick up or delivery of material unless otherwise specified by the Seller. In the event of any default of this payment the Buyer agrees to pay all costs of collections including investigations and reasonable attorney's fees. All bounced check or NSF fees to be paid by Buyer. The Buyer further agrees to pay a 2% finance charge on past due balances per month. The Buyer agrees that any credit balances issued will be applied within one (1) year of issuance. If not applied or requested within one (1) year, any balance remaining will be subject to automatic cancellation without further notice, and the Seller shall have no further liability regarding said credit balance.

9. PAYMENT TERMS: Terms of payment are within FBR Marble, Inc. sole discretion and unless otherwise agreed to by FBR Marble, Inc., payment must be received or otherwise authorized or secured in a form approved by FBR Marble, Inc. prior to FBR Marble, Inc. acceptance of an order. Payment for the products will be made by approved credit card, wire transfer, electronic funds transfer or some other prearranged payment method agreed to by FBR Marble, Inc. prior to material leaving the warehouse. Invoices are due and payable upon receipt, by the payment date(s) specified through electronic (including but not limited to e-mail), facsimile (fax) and/or verbal confirmation between FBR Marble, Inc. and Buyer. FBR Marble, Inc. may invoice parts of an order separately. Orders are not binding upon FBR Marble, Inc until accepted by FBR Marble, Inc. (see Order Acceptance and Purchase Policy).

10. SPECIAL ORDERS: All custom-made items are considered special orders. All special orders must be paid in full prior to ordering unless otherwise stated by Seller in writing. This money is non-refundable, and once placed, the order cannot be cancelled for any reason. The Buyer also understands that the Seller cannot guarantee that any special order product will match any samples, photographs or other renderings provided throughout the sales process. All special orders are no exchange no return.

Customers who contract FBR Marble, Inc. for Custom Orders are not able to return the product for any reason and will not be issued a refund. All Custom Orders, arriving under the contractually specified condition, are Final Sale. The Customer cannot cancel custom Orders once fabrication has begun. Any payments and/or deposits paid are non-refundable. If FBR Marble, Inc. has not manufactured the item according to the contract set forth between FBR Marble, Inc. and Customer, FBR Marble, Inc. shall take full responsibility to fix the order according to the specifications of the contract. Due to the nature of travertine, FBR Marble, Inc. cannot guarantee exact color or shade matches although a best attempt will be made.

11. SHIPPING: Customer is responsible for all costs related to shipping of their products. FBR Marble, Inc. contracts third-party transportation companies and is solely the shipping facilitator

and at no point will be responsible for any unpaid trucking fees. Client may also elect to hire their own transportation company or to pick-up the materials on their own.

In case when customers arrange their own transportation, FBR Marble, Inc is not liable for the material once it leaves its warehouse. In the case that customer elects to use FBR Marble, Inc contracted shipping company, customer must provide contact information to FBR Marble, Inc that allows the transportation company to contact Customer once shipment is in transit. Tracking information is provided to the client at the time of shipment and it is the client's responsibility to begin tracking the delivery once it leaves FBR Marble, Inc warehouse. Transportation company is advised to contact the customer in advance to schedule a delivery time, although this is not guaranteed. Delivery times must be agreed upon by Customer and the third-party transportation company. It is the customer's responsibility to be prepared to receive the materials at the time of delivery, with all necessary equipment as stated on their Estimate.

Shipping rates given by FBR Marble, Inc. are for standard pick-up and delivery only. Additional storage and/or shipping charges and other warehouse charges will apply if Customer cannot be contacted, is not available, rejects the shipment, gave the wrong address, changed their mind, cancels their order after it has left FBR Marble, Inc's warehouse, does not have the means to unload or is not prepared to receive product; or if product is redirected upon Customer's request.

FBR Marble, Inc. is not liable for delays in delivery times nor is it responsible for extra labor or equipment costs arising from issues with the third-party transportation company or their equipment; or if a shipment is delayed, mishandled, or rerouted. Any claims arising against the transportation company must be filed and handled directly with the transportation company by customer.

If a shipping rate is quoted at an incorrect rate due to typographical error or error in pricing information received from FBR Marble, Inc's suppliers, FBR Marble, Inc shall have the right to refuse, adjust, or cancel any orders placed whether or not the order has been confirmed or whether or not payment has been remitted.

If Customer decides to return goods ordered from FBR Marble, Inc., Customer shall arrange for and incur all shipping charges for the material to be sent back to and unloaded at FBR Marble, Inc.'s warehouse.

Transportation companies regularly use flatbed trucks and large vans around 53' in length which may not be suitable for all residential locations. Client understands this and ensures that the trucks have the ability and the right to access their property. Any costs arising from a situation where the truck cannot access the property or deems it unsafe to operate their vehicles en route to the property are the sole responsibility of the client.

It is the client's responsibility to inform FBR Marble, Inc of any accessibility issues prior to placing an order. FBR Marble, Inc has the right to deny shipment, cancel an order, and seek alternate delivery options if needed due to accessibility issues and client agrees to this.

12. RETURN POLICY: FBR Marble, Inc. has a 31-day Return Policy. Any and all requests for returns must be submitted in writing and approved by FBR Marble, Inc. in writing within 31 days of delivery of the material to the Customer. The product must be returned in its entirety, in its original form and in the same condition as when it arrived at the original destination and must not have been installed, removed and then returned. By “original form,” we mean in its natural state. By “in the same condition as when it arrived,” we mean that if the pallet was delivered on a pallet or a crate, the material must be returned to us packaged on the same pallet or crate. The product returned must match the product authorized for return. FBR Marble, Inc. will arrange for pick-up of the product. Customer will pay all Return Shipping Fees to ship the material back to and to be unloaded at FBR Marble, Inc. warehouse. This Return Policy does not apply to Standard Grade materials, clearance items, custom orders, previously installed or sealed or treated materials. These items are treated as final sale.

Container Orders shipping directly from factory to customer’s port of choice cannot be returned or cancelled once production has taken place. All custom order and container order deposits are non-refundable.

13. RESTOCKING ITEMS: All approved returns are subject to Seller’s inspection. Stocking items may only be returned within thirty (30) days from the date of pick up or delivery and must be in original packaging. The Seller will not accept picked through or leftover material. If accepted, and at Seller’s sole discretion, returned stocking items require a 25% handling and restocking charge.

14. STORAGE FEES: The Buyer is required to take delivery within 8 weeks. If products are held in the Seller’s possession because of the Buyer’s refusal or inability to take possession or because failure to pay on the balance of the invoice, Buyer shall pay storage and/or demurrage charges of \$250.00 per month.

15. TITLE; RISK OF LOSS: Title to product passes from FBR Marble, Inc to Customer upon completion of shipment of product to Customer by FBR Marble, Inc, unless otherwise stated in terms of purchase (e.g. Letter of Credit). Any loss or damage to products that occurs during shipping must be filed directly with the transportation company. Loss or damage to products that occurs during shipping by a carrier selected by Customer is Customer’s responsibility. Loss or damage to products that occurs during installation is Customer’s responsibility. FBR Marble, Inc will never be responsible for costs related to installation or repairs either before a material has been installed or after the fact for any reason.

16. WARRANTIES: Travertine is a natural stone and is therefore subject to natural variations in color, quality, shading, veining, markings and texture from piece to piece and crate to crate. Variation is an inherent characteristic of natural stone – no two stones will ever be the same, and that is what makes it beautiful. FBR Marble, Inc. makes no warranties, whether express, implied or statutory, on the material it sells; including any implied warranty of merchantability, environmental suitability or fitness for a particular purpose or environment.

It is the responsibility of the Customer to seek professional advice and to contract a licensed and insured installer. FBR Marble, Inc. may occasionally recommend installers as a convenience to

Customer, however FBR Marble, Inc. does not employ the Installer and is not liable for the work of the Installer or any advice that the Installer provides. FBR Marble, Inc. is not responsible for damages or loss that may occur after product has been installed. FBR Marble, Inc. is not responsible for loss or damages arising from installation advice, poor installation or the use of sealers, enhancers or other cleaning products.

17. NATURE OF TRAVERTINE: Travertine is a porous stone and will have visible surface pores. FBR Marble, Inc. can never guarantee the exact color, porosity, veining, or movement of its natural stone. These are not defects, they are the inherent nature of the stone and what makes it perfect for outdoors. Samples sent by FBR Marble, Inc. are intended to be average representations of the product only and are not guaranteed color or quality matches. Although we strive to get as close as possible, we can never guarantee exact color matches. In some instances, samples may display natural color variation from the actual product. Products on our website are photographed wet to show the natural variation in the stone and may appear darker. This also shows what the travertine will look like when sealed. It is also important to note that shading can appear different from computer screen to computer screen. Buyer understands this and accepts this as one of the risks associated with purchasing natural stone.

When purchasing natural stone, it is advised to judge the lot you are buying as a whole, not on a piece-by-piece basis. When installing natural stone, it is advised to open all of the pallets and blend the material during the installation process.

We cannot accept claims based on shade expectations, porosity, veining, or natural color deposits. We extend no guarantees, expressed or implied, as to exact color, slipperiness, porosity levels, wear resistance, maintenance procedures or installation techniques. All natural stone is subject to some wear and/or scratching over time. Food and other acids may stain or etch the surfaces of some stones. All products are provided in untreated form – no sealer is applied. We recommend sealing Travertine to protect the stone.

18. CLAIMS: Buyer is responsible for inspecting freight for shortages or signs of damage beyond 4% immediately upon receipt of goods. Customer must inspect material at the time of delivery and note any damage or shortages on the delivery paperwork or otherwise waive any right to transportation damage claims. Signing a delivery receipt without noting some sort of damage indicates a clean shipment and all damage claims will be denied by the transportation company. FBR Marble, Inc. is not liable for damages that occur during transportation or issues with the freight company or their equipment upon delivery. All freight damage claims must be noted directly on the delivery paperwork and filed directly with the transportation company immediately upon receipt of materials (see 10. "Limitation on Damages"). We will provide necessary documentation to assist customer with his or her claim with the transportation company.

All claims will require detailed, quantifiable images of all damaged materials. In some instances, the transportation company will send a representative to inspect the damage.

Due to the distance from the origin country to FBR Marble, Inc., some material may have shifted along the way, leading to cracks or other damage. FBR Marble, Inc. inspects each order and ensures that no more than 4% of goods in each shipment will leave its warehouse broken.

No claims will be accepted under the 4% breakage allowance and all claims must be filed within 2 weeks of delivery.

All material shortages must be submitted in writing to FBR Marble, Inc. immediately upon delivery of the order.

Claims may be submitted to: sales@fbrmarble.com

FBR Marble, Inc. shall not be liable for special or consequential damages or for any damages arising out of or caused by: (1) Delay, (2) Acts of God or the public enemy, (3) The Authority of the law, (4) Strikes, riots or quarantine, (5) The inherent nature or vice of the goods transported

19. DISCLAIMER: FBR MARBLE, Inc. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FBR MARBLE Inc ALSO DISCLAIMS ANY IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. FBR MARBLE, Inc. DOES NOT WARRANT THAT THE PRODUCT(S) WILL BE ERROR-FREE, OR WARRANT THAT EACH DEFECT WILL BE CORRECTED. TRAVERTINE AND MARBLE ARE NATURAL STONES AND THEREFORE ARE NOT MANUFACTURED PERFECT. FBR MARBLE, Inc. DOES NOT WARRANT THAT ALL PRODUCTS COMPLY WITH SPECIFIC GEOGRAPHICAL COMPLIANCE OR REGULATORY RESTRICTIONS. IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE THAT USE OF PRODUCTS PURCHASED COMPLIES WITH LOCAL JURISDICTION CODES AND WITH ALL REGIONAL, NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS.

20. LIMITATION ON DAMAGES: FBR MARBLE, Inc. DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. FBR MARBLE, Inc. WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF REVENUE OR OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF THEY WERE FORESEEABLE OR IF FBR MARBLE Inc WAS ADVISED OF THE POTENTIAL OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, FBR MARBLE, Inc. IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION (I.E. WHETHER THE LAWSUIT IS IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE).