



Terms and conditions

1. Company and its Products. THEA INC., dba ROXIPAN™ & ROXIPAN US™, a California corporation, (hereafter "ROXIPAN US") offers the following three (3) lines of ROXIPAN™ products in the United States: ROXIFLOOR, ROXIWALL and ROXIFLEX consisting of customized concrete wall panels and flooring (hereafter "ROXIPAN™ products").
2. Payment. Unless otherwise provided in writing on the ProForma Invoice or Invoice, sixty percent (60%) of the payment price for ROXIPAN™ products is due when ROXIPAN™ products are ordered by customer or when the invoice is issued, whichever is earlier; and payment shall be made to THEA INC., dba "ROXIPAN US". The remaining forty percent (40%) of the purchase price is due upon arrival of ROXIPAN™ products at the closest port of entry or airport of customer, and if required, after Customs has authorized delivery of the products. If any amount of the purchase price is not paid to ROXIPAN US when due, customer agrees to pay interest thereon at the rate of ten percent (10%) per annum from the date due until paid.
3. Shipping. Unless otherwise provided in writing on the ProForma Invoice or Invoice, delivery shall be made to the place of installation requested by customer. Customer is responsible for risk of loss after delivery. All claims by customer for loss or damage occurring after delivery must be brought against carrier and not ROXIPAN US. ROXIPAN US shall not be liable or responsible for any failure or delay in delivering ROXIPAN™ products, including any consequential, special, or incidental damages customer may suffer as a result of such delay. Storage charges, will accrue for any ROXIPAN™ products not shipped, at the request of customer, when ready for delivery.
4. Inspection and Acceptance. Customer shall inspect ROXIPAN™ products within 24 hours after receipt thereof. Customer shall, within 48 hours of receipt give written notice to ROXIPAN US specifying any defect in, dissatisfaction with, or other proper objection to ROXIPAN™ products. Unless customer provides such notice within 48 hours of receiving ROXIPAN™ products, customer agrees that it shall be conclusively presumed that customer has fully inspected and accepts the ROXIPAN™ products and that all of the ROXIPAN™ products are in good condition and repair. Written notice may be delivered by U.S. First Class mail to 4564 via Maria, Santa Barbara, CA 93111.
5. Return Policy. Except as provided in this paragraph and except for ROXIPAN™ products which are not accepted by customer and for which customer provided timely notice as provided in Paragraph 3, customer has no right to return or exchange any ROXIPAN™ products. And, in no event shall customer be entitled to return, and ROXIPAN US shall not be obligated to accept, any custom ordered ROXIPAN™ products, any discontinued ROXIPAN™ products, any ROXIPAN™ products for

which customer received a discount or rebate of any nature, or any ROXIPAN™ products which have been installed.

6. Limited Warranty. Customer understands and agrees that ROXIPAN™ products are covered by a Limited Warranty. No other warranty is provided. A copy of the ROXIPAN™ Company Limited Warranty is available to customer at www.roxipan.us. Other than the ROXIPAN™ Company Limited Warranty, customer warrants and represents that it is not relying on any promise, warranty, or representation regarding the ROXIPAN™ products and that no promise, warranty, or representation constitutes the basis of the bargain for the purchase of ROXIPAN™ products.
7. Limitation of liability. THEA, INC dba "ROXIPAN US" shall have no liability under any circumstances for consequential, exemplary, special, incidental, or punitive damages even if THEA, INC has been advised of the possibility of such damages. The liability of THEA, INC, regardless of the basis of the claim, shall be limited to the consideration actually paid hereunder. This limit of liability is a material term of this agreement and THEA, INC's agreement to provide ROXIPAN™ products to customer is dependent upon its inclusion.
8. Warranty and Indemnity. Customer warrants that concrete products may vary and the colors, pattern, or grain represented in any sample may differ from the concrete slab actually delivered. Customer has been advised that professional and/or licensed contractors should be used to install ROXIPAN™ products and improper installation may void any warranty
9. Governing Law. This agreement shall be interpreted in accordance with the laws of the State of California without regard to any conflict of laws.
10. Forum Selection. Customer hereby submits to the exclusive jurisdiction of the state of California. THEA, INC and customer agree that the Santa Barbara Superior Court of California shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this agreement and with regard to any ROXIPAN™ products purchased hereunder.
11. Entire Agreement. The Pro Forma Invoice or Invoice, these Terms and Conditions, and the ROXIPAN™ Limited Warranty set forth all covenants, agreements, conditions, and understandings between the parties concerning ROXIPAN™ products provided and there are no other such covenants, agreements, conditions, or understandings between the parties, either oral or written. This agreement is intended solely for the benefit of the parties herein and is not intended to benefit any third person or party.
12. Severability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated.
13. Venue. The parties acknowledge and agree that this agreement was entered into in Santa Barbara, California, and all payments pursuant to this agreement shall be made in Santa Barbara, California to THEA INC., dba "ROXIPAN US". The parties further agree that all actions or proceedings arising in connection with this agreement or with the ROXIPAN™ Company shall be tried and litigated exclusively in the County of Santa Barbara, State of California.
14. Time Limit for Bringing Suit. Any action arising out of or relating to this agreement or with the ROXIPAN™ Company must be commenced within 1 year after the claim arises, but in no event more than two (2) years after customer purchased ROXIPAN™ products.
15. Waiver. The failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision.
16. No Authority to Bind. Customer has no authority and shall not hold itself out as having authority to bind THEA, INC to any contract, term, provision, representation or warranty. Customer shall be

solely responsible for any statements, representations, or warranties made by Customer or its agents, employees and representatives.

17. Modifications. These standard terms and conditions may be amended, modified, or otherwise changed by THEA INC dba "ROXIPAN US", in its sole and absolute discretion, at any time. Changes to these standard terms and conditions will be published on THEA, INC web site. Customer acknowledges and agrees that the Terms and Conditions published on THEA, INC web site on the date the Pro Forma Invoice is signed by customer or the ROXIPAN™ products are shipped, whichever date is earlier, shall govern.

Questions or concerns?



4564 via Maria, Santa Barbara, CA 93111

855.517.2838 info@roxipan.us