

Order Date: _____
Sales Rep: _____
Order Confirmation #: _____

Surface Bullnose & Mosaic Sheets

Specification

Customer Name: _____ Customer's Representative: _____
(Print First & Last Names)

Contact's Email: _____ Cell Phone: _____

Client Acct. #: _____ Address: _____

Client's P.O. #: _____ Requested Need by Date: _____

Tile Delivered to MoTrPro on: _____ Received by: _____ Date: _____

Tile Manufacturer: _____ Series: _____ Color: _____

Dye Lot #: _____ Tile Size: _____

Order is for: ☐ Surface Bullnose ☐ 2" x 2" Mosaic Sheets

Surface Bullnose: ☐ 3.5 inches Tall x _____ inches Long **Number of Pieces Ordered:** _____

☐ 5.5 inches Tall x _____ inches Long **Number of Pieces Ordered:** _____

Quantity of Field Tile (Square Feet) Needed to complete this order: _____

Quantity Received: Boxes: _____ Total Pieces: _____ Condition? _____

Any Broken or Chipped field tiles received? _____

Tile Vein / Pattern Direction:

☐ Not Applicable

☐



☐



▶ **Unused Field Tile to be Returned:** _____ Pieces **Return Date:** _____ **Received by:** _____

Mosaic Sheets: ☐ 2" x 2" x 3/8" chips, mesh mounted in 12" x 12" Sheets

Number of Sheets Ordered: _____

Quantity of Field Tile (Square Feet) needed to complete the job: _____

Quantity Received: Boxes: _____ Total Pieces: _____ Condition? _____

Any Broken or Chipped field tiles received? _____

▶ **Unused Field Tile to be Returned:** _____ Pieces **Return Date:** _____ **Received by:** _____

Completed date: _____ **Cutting:** _____ **Mounting:** _____ **Quality Control:** _____ & _____

Boxing & Packing Description: _____

SEE REVERSE SIDE FOR TERMS & CONDITIONS

Customer's Signature: _____ **Date:** _____

TERMS AND CONDITIONS OF SALE

1. PROPRIETARY RIGHTS and CONFIDENTIAL INFORMATION: All rights to patterns, designs, trade names, trademarks, advertisements and copyrights of **MoTrPro**, a dba of K.M.B., Inc. (The Company), used on or in connection with ceramic or stone tile & complementary accessory materials and stone slab products (The Products) are proprietary. The buyer shall have no right or interest therein with respect thereto. The buyer shall not reproduce, simulate, cause or allow anyone to reproduce or simulate patterns, designs, trade names, trademarks and copyrighted information or product without written authorization from The Company.

2. WARRANTIES: Any questions with regard to warranty, or relating to any and all products sold by The Company, should be discussed prior to purchase. The Company, its employees, successors and assigns accept no responsibility for misrepresentations or misstatements made with regard to warranties. The Company is not liable for any damages arising from the inappropriate use or installation of The Products. The Company makes no guarantee or warranties as to the fitness or merchantability of The Products. Color, shade, hue and size variations are inherent characteristics of The Products. There are no warranties offered by The Company relative to these characteristics. The Products are not considered *wear resistant*. Thorough inspection and acceptance of The Products is required prior to installation. It is recommended that tiles be drawn from multiple boxes and blended during installation.

3. SAMPLES or PRINTED MATERIAL: Samples, brochures or other printed material furnished by The Company are furnished as an approximation of size, color, texture and quality. The Company makes no guarantees that the color, shade, hue, size consistency of The Products supplied will match print images or samples provided.

4. RISK of LOSS: Any freight damage or claim of loss must be filed with or made upon the freight company by the customer, as title to The Products is transferred to the customer when the merchandise is picked up by the customer or their designated carrier.

5. CLAIMS for SHORTAGE / ALLEGED DEFECTS: Following the receipt of goods, the customer must promptly inspect same. Any claim for shortages must be made to The Company in writing within five (5) days following receipt of goods. Claims for alleged defective goods must be made in writing to The Company within fifteen (15) days after the goods are received by the customer, and always prior to installation. All issues with regard to The Products sold by The Company must be resolved prior to installation.

6. RETURNS: As All products sold by MoTrPro are custom made for the customer they are not subject to return. **No Returns. No Exchanges. No Refunds.**

7. OPEN CREDIT BALANCES: A credit balance on a customer's account will be created in the event of a verified overpayment or a defective product return. Open credits can only be used for future purchases of products sold by The Company. No cash refunds. A credit memo from The Company must be used within twelve (12) months after the date of issuance. After 12 months the credit memo will become null and void and will not be honored. It is the responsibility of the customer to use an open credit within the time specified.

8. CHANGE in PRODUCT LINES: The Company reserves the right to discontinue or modify The Products, including but not limited to the color, style, size, etc., without notice to the customer. The Company shall not be liable for damages as a consequence of such discontinuance or modification.

9. OPEN ACCOUNT CUSTOMERS: As all MoTrPro products are custom and made-to-order, orders must be pre-paid in full prior to production. Open Account Net 30-day payment terms do not apply. A storage fee of \$50 per day will be charged on orders not picked up 5 working days after completion notification has been given. This charge must be paid prior to taking possession of the order.

10. SALES TAX EXEMPTION: All sales are subject to applicable state and local sales tax. If tax exempt status is requested, customer must provide The Company an appropriate state issued resale certificate, signed by an authorized representative of the customer. An update of this certificate will be requested as required by state law. If it is later determined that sales taxes should have been paid by the customer but were not, the customer is still liable and will be invoiced. Sales taxes are due and payable upon receipt of The Company's invoice.

11. BILLING DISPUTES: Any claims due to billing errors must be made in writing within fifteen (15) days after the invoice date.

12. N.S.F. CHECKS: A \$75.00 fee, plus accrued interest and all bank and other collection costs & fees, will be charged for all returned checks.

14. RELEASE of CLAIMS: In consideration of The Company selling The Products for good and valuable consideration, The Customer releases The Company and all of its officers, employees, successors and assigns, from any and all claims, whether known or unknown arising from any cause whatsoever.

15. These Terms & Conditions are governed by the laws of the State of Arizona and any suit or related action will take place in Maricopa County, Arizona, U.S.A.