



T **TOPCU**
TILE + STONE

SAIBASHI

DECORATIVE CERAMIC WALL TILES

ENCALADO | NACAR | CORAL | PERA | BARCELONA





Saibashi | Barcelona | Pera Quarter Rounds | 2.5" x 8"



Encalado
Nacar
Coral



ENCALADO



SBENCA28
2.5" x 8" Saibashi Encalado



SBENCAQR
8" Saibashi Encalado Quarter Round



NACAR



SBNACA28
2.5" x 8" Saibashi Nacar



SBNACAQR
8" Saibashi Nacar Quarter Round



CORAL



SBCRAL28
2.5" x 8" Saibashi Coral



SBCRALQR
8" Saibashi Coral Quarter Round





Pera
Barcelona



PERA



SBPERA28
2.5" x 8" Saibashi Pera



SBPERAQR
8" Saibashi Pera Quarter Round



BARCELONA



SBBARC28
2.5" x 8" Saibashi Barcelona



SBBARCQR
8" Saibashi Barcelona Quarter Round



TERMS + CONDITIONS

Purchasing:

- 1) All prices are FOB Topcu Corporation ("Topcu") warehouse.
- 2) All prices and packaging information are subject to change without further notice. Topcu Corporation accepts no responsibility for any losses incurred due to typographical errors or changes in pricing and packaging information.
- 3) Damage claims for prepaid shipments can only be processed accompanied with the delivery receipt signed by the driver justifying all the damage at the time of delivery. It is the customer's responsibility to inspect all merchandise thoroughly and note any possible damage on the BOL once received.
- 4) For collect shipments and third-party billing shipments, it is the consignee's responsibility to file a loss or damage claim.
- 5) All small package shipments (UPS, FedEx, USPS, or DHL), regardless of whom the charges are paid by, may be subject to a handling charge.
- 6) Topcu Corporation reserves the right to delay shipment of an order when a payment is past due.
- 7) Topcu Corporation reserves the right and sole discretion to sell to any person or party. Having possession of the catalog published by Topcu Corporation does not obligate Topcu Corporation to sell to the person or party in possession of the catalog.
- 8) In any disputes or non-compliance to pay within given terms, Topcu Corporation shall be entitled to all costs of collection, attorney fees and interest at 15% per annum or the highest rate allowed by law, whichever is less.

Returns:

- 9) All returns are at the discretion of Topcu Corporation and may be subject to a %20 restocking fee. It is Topcu Corporation's sole discretion not to accept any returns for any discounted and special promotional items sold.
- 10) Returns must be made in full quantity and within thirty (30) days of purchase to not incur a restocking fee. No returns will be accepted after 1 year of purchase.
- 11) All returned products must be in unaltered, in its original, resalable condition. Any altered, cut, reprocessed product may not be credited. Returned merchandise must be in original, unopened packaging. All returns not in its original, unopened packaging may be subject to a restocking fee.
- 12) All returns must be accompanied by a return authorization number issued by Topcu Corporation. Returns without a return authorization are subject to restocking fees and freight charges to be deducted from the credit at Topcu's discretion.
- 13) Topcu will not be responsible for freight charges on any of the returns. It is the customer's responsibility to pay and return the products. If a return is authorized to be freight collect in writing on the return authorization form, freight charges may be deducted from the credit.

Liability:

- 14) Natural stone products are a product of nature and will vary in color, shading, veins, and texture. Variations in shade are inherent in all fired clay ceramics and porcelains.
- 15) Samples given are indicative only and may not give the full detail of variation throughout a standard. This is a common occurrence throughout the industry and Topcu Corporation is not able to guarantee that samples provided will be an exact match to the final product supplied.
- 16) Before installation it is the customer's responsibility to dry lay all natural stone products to inspect the acceptable variance in color, shading, veins, texture, and thickness. If this variance does not meet expectations, Topcu will only accept full returns in accordance with Topcu Corporation's return policy.
- 17) Please inspect all products before installation. **Claims will not be accepted after installation. Installation constitutes unconditional acceptance of merchandise. Topcu Corporation shall not be responsible for any installation or any costs incurred once the product is partially installed.**
- 18) Topcu Corporation extends no warranties or guarantees, expressed or implied, as to slip resistance, wear resistance, maintenance or installation procedures. No warranties are made, expressed or implied, relative to merchantability or fitness for a particular purpose or application. It is the customer's responsibility to make sure that the products installed meet the required parameters for the specific application. Topcu cannot be held responsible in any cause of action resulting from their use in any form.
- 19) We recommend sealing all natural stone and porcelain products.
- 20) Colors shown in printed or digital marketing mediums may vary from the actual product. Samples can be provided according to our sample policy for evaluation of color. No claims will be accepted based on purchases made from marketing products solely.
- 21) Liabilities of Topcu arising out of a purchase shall be limited by indemnification of the direct damages caused as a result of the fault solely perpetrated by Topcu or its employees and conditional upon a finalized court ruling on the negligence. Topcu's liability shall be limited to the direct damages and shall exclude any or all indirect and consequential damages, loss of business, income or profit suffered by the purchaser. In any case, Topcu's aggregate liability arising from a purchase shall be limited to the total purchase price.
- 22) Topcu shall not be liable for any delay in delivery or suspension or cancellation of performance or other failure of performance hereunder due to any causes beyond its control, including but not limited to, acts of God or government, labor disputes or inability to secure materials, labor or transportation. In the event of such delay, Topcu's time for delivery or other performance shall be extended for a period equal to the duration of such delay.

General Provisions:

- 23) Topcu Corporation's confirmation of any purchase is expressly limited to buyer's acceptance of these terms and conditions. Topcu Corporation objects to any different or additional terms. It is agreed that sales are made on the terms, conditions and warranties contained herein. To the extent of any conflict, these terms and conditions take precedence over any purchaser form or correspondence. These terms and conditions apply to all transactions of Topcu Corporation without any physical, written, or electronic signature. No agreement altering, modifying or extending the terms of this agreement shall be valid unless in writing, duly signed by the parties.
- 24) Rights provided by these provisions are not assignable by purchaser without Topcu's prior written consent, any assignment of rights or obligations without Topcu's prior written consent shall be void.
- 25) This agreement and the rights of the parties for any purchase shall be governed by and construed in accordance with the laws of the State of Georgia including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. All disputes shall be resolved exclusively in the state and federal courts of DeKalb County/Georgia.
- 26) All provisions hereof relating to Parties' rights and limitation of liability shall survive the completion of the transactions or any earlier termination, expiration or rescission of this Agreement.
- 27) If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision is to that extent deemed omitted, and the balance of this Agreement remains in full force if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.
- 28) Execution in counterparts electronically by PDF or other form: The parties agree that these terms and conditions, consents, confirmations, and signatures may be transmitted and delivered electronically by PDF or other form; and that all such delivered electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
- 29) Electronic Signatures: The parties certify that their policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or check box, or (2) to enter text, or (3) to perform any similar act or action while using web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any purchase or transaction regarding these Terms and Conditions constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective signatures. Topcu Corporation Terms & Conditions apply to all transactions without requiring any physical, written, and electronic signature or any signature exchange.
- 30) Any rights of Topcu Corporation not expressly granted herein are reserved.