



OKITE[®] Quartz Surfacing
















2011 Price List, effective January 1, 2011

OKITE



OKITE®

Technical Data

Simbol	Test Performed	Test Standard	Results	Note
Physical Properties				
	Absorption	ASTM C 97	0.005 wt. %	Low absorption contributes to stain resistance and sanitation of OKITE.
	Bulk Density	ASTM C 97	2.38 gr/cm ³ 39.03 gr/in ³	½" OKITE = 100.3 lb/ft ³ ¾" OKITE = 150.45 lb/ft ³ 1¼" OKITE = 250.75 lb/ft ³
	Flexural Strength	ASTM C 880	5,567.6 psi (Standard Deviation 311.9)	OKITE is stronger than most natural stones.
	Thermal Expansion	ASTM E 228	5.9x10 ⁻⁶ in/in/°F 1.1x10 ⁻⁵ in/in/°C	OKITE requires only small clearances for thermal movement.
Durability				
	Abrasion Resistance (Taber Abraser)	ASTM C 501	187.2	OKITE resists wear and abrasion.
	Freeze-Thaw Resistance	ASTM C 1026	No defects	15 freeze-thaw cycles.
	Mohs Hardness	DIN EN 101	Quartz = 7 on Mohs scale.	Quartz can only be scratched by materials as hard as topaz (8), corundum (9), or diamond (10).
Stain and Chemical Resistance and Cleanability				
	Stain Resistance	ANSI Z 124.6	22 Pass (Passing criterion is 64.)	Tested with 16-hour exposure to crayon, shoe polish, ink, gentian, beet juice, grape, juice, lipstick, hair dye, iodine and tea.
	Wear and Cleanability	ANSI Z 124.6	Pass	Wear: Passes 10,000 cycles/slurry. Cleanability: Loss of light reflectance after standard detergent cleaning. (Passing criterion is ≤5%.)
	Cigarette Test	ANSI Z 124.6	Pass	No visual damage or surface ignition Tested with Marlboro, Doral and Raleigh.
	Chemical Resistance	ANSI Z 124.6	Pass	No visual damage due to 16-hour contact exposure to naphtha, ethyl alcohol, amyl acetate, 10% Ammonia, 10% citric acid, 6% urea, 3% hydrogen peroxide, clorox (S), toluene, ethyl acetate, 1-2% drano (S), acetone, pine oil, vinegar, 5% trisodium phosphate. (S)= slight superficial effect that is removed by dry 600 grit sanding very lightly. No resulting damage after removal.
	Chemical Resistance	ASTM C 650	Slight Stain No Detrimental Effect	Tested with exposure to solution 10% HCL and 10% KOH. Overall evaluation results in no effect on the samples
	Resistance to Fungal Growth	ASTM G 21	No effect	After 21 day incubation period. Fungi spore suspension (ATCC#6205,9348,9642,9644,9645)
Other				
	Static Coefficient of Friction	ASTM C 1028	Dry 0.63 Wet 0.57	
	Flame Spread	ASTM E 84	Class A	

OKITE®

Quartz Surfacing

PRODUCT IDENTIFICATION

OKITE® Quartz Surfacing

DISTRIBUTOR

Seieffe Corporation

12227 FM 529 Ste. K
Houston, Texas 77041
USA

www.okite.us

info@okite.us

Toll Free: +1 866 654 8397

Telephone: +1 713.849.3800

Fax: +1 713.849.3835

COMPOSITION & MATERIALS

OKITE® Quartz Surfacing is non-porous homogenous blend of natural quartz and polyester resin.

APPLICATIONS

OKITE® is manufactured into large slabs measuring 120" x 55", with thicknesses of ¾" or 1 ¼".

OKITE® applications include: kitchen countertops, bathroom vanity tops, writing desks, table tops, partition wall, shower walls, shower bases, wall cladding and many other endless possibilities.

LIMITATIONS

OKITE® is not suitable for exterior applications. The use of hot pads is always recommended on OKITE® countertops.

SLABS SIZES & THICKNESS

OKITE® is manufactured into slabs measuring 120" (3048 mm – 305 cm) x 55" (1400 mm – 140 cm), with thicknesses of ¾" or 1 ¼". OKITE is also available, as special order, with thicknesses of 3/8" (10 mm – 1 cm) and ½" (13 mm – 1.3 cm). Please contact distributor (Tel. 866-654-8397 Email: info@okite.us) for more information on special orders.

COLORS

Contact the Distributor for samples and binders. Custom colors can be matched to order for larger projects. Please contact distributor (Tel. 866-654-8397 Email: info@okite.us) for more information on custom colors orders.

FINISH

The factory finish of OKITE® is a polished finish. Honed finish (which requires more maintenance) is also available as special order.

Please contact distributor (Tel. 866-654-8397

Email: info@okite.us) for more information on special orders.

WEIGHT:

OKITE® Slabs weight is the following:

3/8" (10 mm. – 1 cm) : approx 231 lbs. (105 kilos)

1/2" (13 mm. – 1.3 cm): approx 300 lbs. (137 kilos)

¾" (20 mm. – 2 cm) : approx 462 lbs. (210 kilos)

1" ¼ (30 mm. – 3 cm) : approx 693 lbs. (315 kilos)

OKITE®

Quartz Surfacing

SANITARY USE

OKITE® has been tested and approved by the National Sanitation Foundation (NSF). Its inert and non-porous surface will not support the growth of bacteria and is ideal for food service and health-care facilities.

CERTIFICATIONS & LEED POINTS

GREENGUARD

OKITE® is certified by GreenGuard Environmental Institute under the “GREENGUARD Standard for Low Emitting Products” and under the “GREENGUARD for Children & Schools product certification programSM”, which means OKITE does not emit any gas or VOC (Volatile Organic Compounds). As result, OKITE® is a much safer than any other surfacing product.

NSF

OKITE® is certified by “NSF” since it does not support the growth of bacteria on its surface.

OKITE & LEED Points

OKITE® Quartz Surfacing is a LEED contributing material under the following sections
MR CREDITS 2: Construction Waste Management
MR CREDIT 3: Materials Reuse
MR CREDIT 4: Recycled Content
IEQ Credit 4.1 Low-Emitting Materials - Adhesives & Sealants
IEQ Credit 4.4 Low emitting material – Composite wood and agrifiber products
IEQ Credit 5: Indoor Chemical and Pollutant Source Control
ID Credit 1: Innovation in Design

Please download our “OKITE® & LEED Certification” Brochure from our website www.okite.us.

FABRICATION AND INSTALLATION

OKITE® Fabrication and installation of OKITE® is similar to that of natural stone. Publications such as “Dimension Stone Design Manual” from the “Marble Institute of America” can also be consulted and referred to.

WARRANTY

OKITE® carries a 10 year limited written material warranty when properly installed by an authorized fabricator. For copies of OKITE 10 year warranty, contact the Distributor “Seieffe Corporation” (Tel. 866-654-8397 – Email: info@okite.us).

AVAILABILITY

OKITE® Quartz Surfacing is available through Seieffe Corporation of Houston, Texas (Tel. 866-654-8397 – Email: info@okite.us).

Seieffe Corporation

12227 FM 529 Ste. K
Houston, Texas 77041
USA

www.okite.us
info@okite.us

Toll Free: +1 866 654 8397
Telephone: +1 713.849.3800
Fax: +1 713.849.3835



1665_Bianco Assoluto ■
(ST)(P)



1625_Bianco Regina
(ST)(P)



2005_Prisma Bianco
(ST)(P)(R)



1379_Bianco
(ST)(P)



1095_Beige Chiaro
(ST)(P)



1896_Bianco Carrara ■
(ST)(P)(H)



1931_Arabescato Verde
(ST)(P)



1717_Roman Stone
(ST)(P)



1715_Afyon ■
(ST)(P)(H)



1711_Gold Stone ■
(ST)(P)(H)



1713_Beige Royal
(SP)(P)



1927_Crema Marfil ■
(ST)(P)



1621_Crema Caffè
(SP)(P)



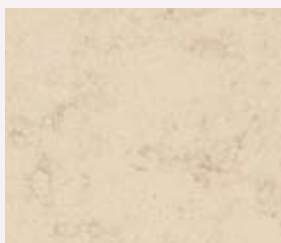
1642_Crema
(ST)(P)



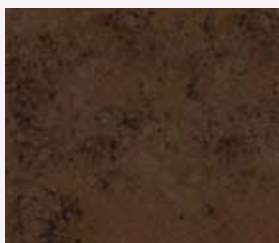
2253_Moka Cream ■
(ST)(P)



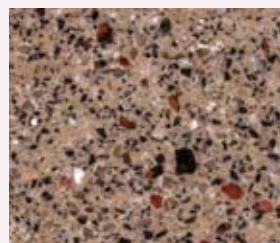
1929_Giallo Michelangelo ■
(ST)(P)(H)



1926_Crema Botticino ■
(ST)(P)(H)



1930_Royal Brown
(ST)(P)



1628_Beige Fiorito
(ST)(P)



1605_Autumn Brown
(ST)(P)

Legend:

(H) Available also in honed finish - (P) Available in polished finish
(R) Recycled content - (SP) Special Order - (ST) Standard Color - in stock

Each color is purely indicative. Manufacturer, Distributor and/or Fabricator cannot be held responsible if the end product has a slight aesthetical difference.

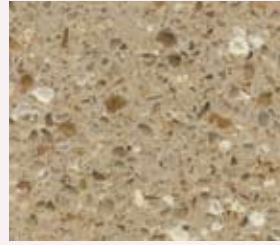
■ Also available in honed finish, in 3/4" thickness only (honed finish requires more maintenance)



1497_Cioccolato
(ST) (P)



2241_Copper Galaxy
(ST) (P)



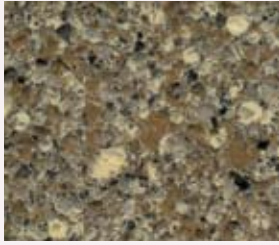
2246_Cocoon
(SP) (P)



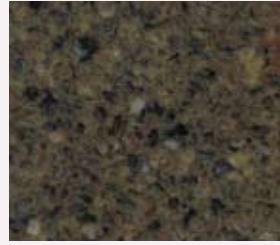
2248_Indigo Galaxy
(ST) (P)



2249_BrownstoneGalaxy
(ST) (P)



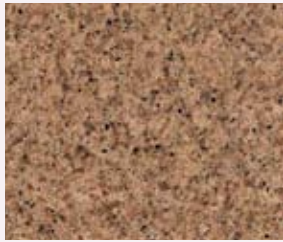
2245_Royal Palm
(SP) (P)



2251_Tarragon
(ST) (P)



2250_Autumn Dusk
(ST) (P)



1606_Royal Gold
(ST) (P)



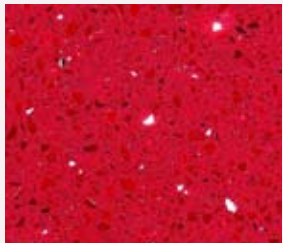
2244_Desert Dust
(SP) (P)



5002_Medina
(SP) (P)



1431_Cotto
(SP) (P)



2003_Prisma Rosso
(SP) (P) (R)



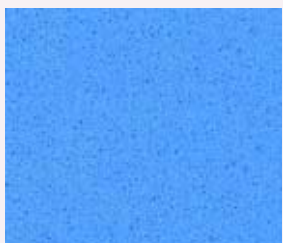
1912_Rosso
(SP) (P)



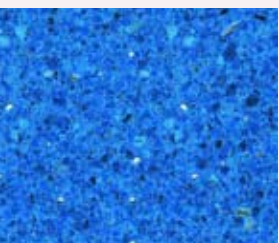
2006_Prisma Giallo
(SP) (P) (R)



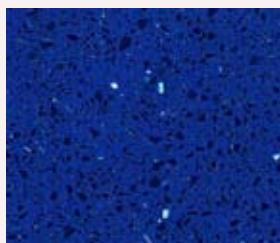
1674_Arancio
(SP) (P)



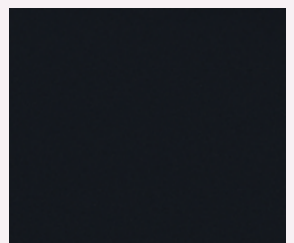
1909_Blu Acqua
(SP) (P)



1881_Prisma Blu Capri
(SP) (P) (R)



2007_Prisma Blu
(SP) (P) (R)



1702_Blu Notte
(ST) (P)

Legend:

(H) Available also in honed finish - (P) Available in polished finish
(R) Recycled content - (SP) Special Order - (ST) Standard Color - in stock

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■ Also available in honed finish, in 3/4" thickness only (honed finish requires more maintenance)



1802_Blu Persia
(SP)(P)



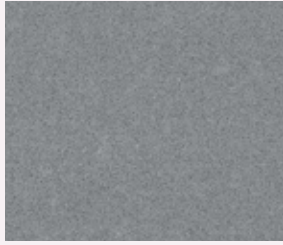
1701_Verde Medea
(SP)(P)



1801_Verde Oriente
(SP)(P)



1910_Grigio
(SP)(P)



1911_Grigio Nordico ■
(ST)(P)(H)



2008_Prisma Grigio
(SP)(P)(R)



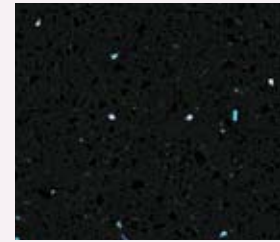
1703_Nero Ebano
(SP)(P)



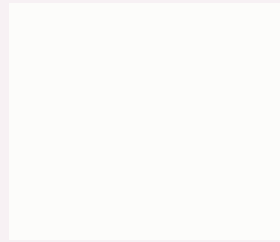
1804_Nero Reale
(SP)(P)



1114_Nero Assoluto ■
(ST)(P)(H)



2009_Prisma Nero
(ST)(P)(R)



1001_Bianco Thassos
(SP)(P)



1002_Bianco Statuario
(SP)(P)

Legend:

(H) Available also in honed finish - (P) Available in polished finish
(R) Recycled content - (SP) Special Order - (ST) Standard Color - in stock

Each color is purely indicative. Manufacturer, Distributor and/or Fabricator cannot be held responsible if the end product has a slight aesthetical difference.

■ Also available in honed finish, in 3/4" thickness only (honed finish requires more maintenance)

OKITE®

Quartz Surfacing



Please note: Color-coded maps are for illustration purposes only. Actual transit times may vary.
Transit times shown are in business days.

For specific transit times and quotes, please contact Seieffe Corporation Customer Service at 1.866.654.8397.

Transit standards for Canada and Mexico shipments assume that there are no clearance delays.

Service to Canada and Mexico may require additional days

OKITE Quartz Surfacing: FULL SLABS ex works HOUSTON

Price Group	Code & Name	3/4" SLABS (120"x55" - 45.83 SF)	1" 1/4 SLABS (120"x 55" - 45.83 SF)
A	1095 Beige Chiaro - (Standard Color) 1114 Nero Assoluto - (Standard Color) ■ 1379 Bianco - (Standard Color) 1431 Cotto - (Special Order) 1497 Cioccolato - (Special Order) ● 1605 Autumn Brown - (Standard Color) 1606 Royal Gold - (Standard Color) 1621 Crema Caffè - (Special Order) 1625 Bianco Regina - (Standard Color) 1628 Beige Fiorito - (Standard Color) 1701 Verde Medea - (Special Order) ● 1711 Gold Stone - (Standard Color) ■ 1713 Beige Royal - (Standard Color) 1715 Afyon - (Standard Color) ■ 1717 Roman Stone - (Standard Color) 1801 Verde Oriente - (Special Order) ● 1802 Blu Persia - (Special Order) ● 1804 Nero Reale - (Special Order) ● 1881 Prisma Blu Capri - (Special Order) 1896 Bianco Carrara - (Standard Color) ■ 1909 Blu Acqua - (Special Order) 1910 Grigio - (Special Order) 1911 Grigio Nordico - (Standard Color) ■ 1912 Rosso - (Special Order) 1926 Crema Botticino - (Standard Color) ■ 1927 Crema Marfil - (Standard Color) ■ 1929 Giallo Michelangelo - (Standard Color) ■ 1930 Royal Brown - (Standard Color) 1931 Arabescato Verde - (Standard Color) 2003 Prisma Rosso - (Special Order) 2005 Prisma Bianco - (Standard Color) 2006 Prisma Giallo - (Special Order) 2007 Prisma Blu - (Special Order) 2008 Prisma Grigio - (Special Order) 2009 Prisma Nero - (Standard Color) 2241 Copper Galaxy - (Standard Color) 2244 Desert Dust - (Standard Color) 2245 Royal Palm - (Standard Color) 2246 Cocoon - (Standard Color) 2248 Indigo Galaxy - (Standard Color) 2249 Brownstone Galaxy - (Standard Color) 2250 Autumn Dusk - (Standard Color) 2251 Tarragon - (Standard Color) 2253 Moka Cream - (Standard Color) ■ 3001 Piazza del Campo - (Special Order) 3003 Grigio Alghero - (Special Order) 3004 Grigio Stromboli - (Special Order) 3005 Nero Etna - (Special Order) 3008 Matera - (Special Order) 3009 Paestum - (Special Order) 5002 Medina - (Special Order) ●	\$ 850.00	\$ 995.00
B	1642 Crema - (Special Order) 1665 Bianco Assoluto - (Standard Color) ■ 1674 Arancio - (Special Order) 1702 Blu Notte - (Special Order) ● 1703 Nero Ebano - (Special Order) ● 3002 Bianco Cortina - (Special Order)	\$ 1,110.00	\$ 1,360.00
C	1001 Bianco Thassos - (Special Order) ● 1002 Bianco Statuario - (Special Order) ●	\$ 4,600.00	NOT AVAILABLE

SPECIFYING AUTHORITY: Please check our "Price-Lock" program, at the last page of this price list.
 (Special Order): If Special Order colors are not in stock in the Houston warehouse, please anticipate 30 to 45 days. 50% Deposit is required. Deposit will be applied toward balance due.
 (Standard Color): Always available in stock at Houston warehouse in 3/4" and 1" 1/4 thickness.
 ● Available only in 3/4" Thickness. ■ Also available in honed finish, in 3/4" thickness only (honed finish requires more maintenance).

OKITE Quartz Surfacing: HALF SLABS ex works HOUSTON

Price Group	Code & Name	3/4" SLABS (55"x60" - 22.92 SF)	1" 1/4 SLABS (55"x 60" - 22.92 SF)
A	1095 Beige Chiaro - (Standard Color)		
	1114 Nero Assoluto - (Standard Color)		
	1379 Bianco - (Standard Color)		
	1605 Autumn Brown - (Standard Color)		
	1606 Royal Gold - (Standard Color)		
	1625 Bianco Regina - (Standard Color)		
	1628 Beige Fiorito - (Standard Color)		
	1711 Gold Stone - (Standard Color)		
	1713 Beige Royal - (Standard Color)		
	1715 Afyon - (Standard Color)		
	1717 Roman Stone - (Standard Color)		
	1896 Bianco Carrara - (Standard Color)		
	1927 Crema Marfil - (Standard Color)	\$ 600.00	\$ 740.00
	1929 Giallo Michelangelo - (Standard Color)		
	1930 Royal Brown - (Standard Color)		
	1931 Arabescato Verde - (Standard Color)		
	2241 Copper Galaxy - (Standard Color)		
	2244 Desert Dust - (Standard Color)		
	2245 Royal Palm - (Standard Color)		
	2246 Cocoon - (Standard Color)		
2249 Brownstone Galaxy - (Standard Color)			
2250 Autumn Dusk - (Standard Color)			
2251 Tarragon - (Standard Color)			
2253 Moka Cream - (Standard Color)			

(Standard Color): Always available in stock at Houston warehouse in 3/4" and 1" 1/4 thickness

Adhesive Cross Reference Chart

OKITE® Sheet Color	Integra Adhesive Color	OKITE® Sheet Color	Integra Adhesive Color
1001 Bianco Thassos	3175 Karran White	1909 Blu Acqua	Custom
1002 Bianco Statuario	3175 Karran White	1910 Grigio	3074 Cinder
1095 Beige Chiaro	3063 Cloud	1911 Grigio Nordico	2320 Meteor Gray
1114 Nero Assoluto	2080 Black	1912 Rosso	Custom
1379 Bianco	2360 Newport Gray	1926 Crema Botticino	3118 Champagne
1431 Cotto	3051 Red Pepper	1927 Crema Marfil	2065 Beach
1448 Blu	0210 Sapphire	1929 Giallo Michelangelo	3068 Nile
1497 Cioccolato	3116 Marone ¹	1930 Royal Brown	3115 Royal Brown
1605 Autumn Brown	2114 Clay Brown	1931 Arabescato Verde	2360 Newport Gray
1606 Royal Gold	2006 Alpha Brown	1934 Marrone Emperador	3116 Marone
1621 Crema Caffè'	2280 Limestone	2003 Prisma Rosso	Custom
1625 Bianco Regina	2420 White	2005 Prisma Bianco	2360 Newport Gray
1628 Beige Fiorito	2197 Desert	2006 Prisma Giallo	Custom
1642 Crema	3141 Cotton	2007 Prisma Blu	0210 Sapphire
1665 Bianco Assoluto	2420 White	2008 Prisma Grigio	2375 Quarry
1674 Arancio	3117 Pumpkin ¹	2009 Prisma Nero	2080 Black
1701 Verde Medea	Custom	2241 Copper Galaxy	3104 Espresso
1702 Blu Notte	3062 Satin Black	2244 Desert Dust	2194 Coral Troya
1703 Nero Ebano	3062 Satin Black	2245 Royal Palm	3054 Sage
1711 Gold Stone	3068 Nile	2246 Cocoon	2197 Desert
1713 Beige Royal	2280 Limestone	2248 Indigo Galaxy	2235 Galaxy Black
1715 Afyon	2280 Limestone	2249 Brownstone Galaxy	3077 Earth
1717 Roman Stone	2280 Limestone	2250 Autumn Dusk	3059 Rust
1801 Verde Oriente	Custom	2251 Terragon	3077 Earth
1802 Blu Persia	3062 Satin Black	2253 Moka Cream	2065 Beach
1804 Nero Reale	3062 Satin Black	5002 Medina	2197 Desert
1875 Rosso Verona	Copper Sunset*	1896 Bianco Carrara	3099 Nougat
1881 Prisma Blu Capri	Custom		

* Requires a good fit

End user should verify suitability prior use. Refer to MSDS for safety and handling information.

For additional information, instructions & prices, please contact manufacturer of adhesives:

Integra Adhesives

Toll Free #: 888.862.6665

Web: www.integra-adhesives.com

Seieffe Sales Terms & Conditions

"SL 16000" - (VERSION 03-2009)

1. FORMATION OF AGREEMENT.

1.1. Definitions.

"Seller" is Seieffe Corporation located at 12227 K FM 529 Houston, TX. "Buyer" refers to the customer specified above. "Goods" means the materials identified on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation and supplied by Seller to Buyer. "Proposal" means Seller's Order Proposal and/or Quote and/or Estimate and/or Order Confirmation and these Terms and Conditions. "Purchase Order" means Buyer's written, electronic or verbal purchase order for the Goods. "Order Confirmation" means Seller's confirmation of Buyer's Purchase Order. "Authorized Representative of Seller" means Seller's CEO and/or CFO – it's expressly excluded from such definition ("Authorized Representative of the Seller") any other employee and/or agent and/or distributor and/or retailer of the Seller.

1.2. Terms and Conditions of Agreement.

These Terms and Conditions, together with the terms stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation, constitute Seller's offer for the sale of the Goods. Seller expressly conditions and limits Buyer's acceptance of Seller's offer to these Terms and Conditions. If Buyer's Purchase Order includes any terms in conflict with or in addition to these Terms and Conditions, these Terms and Conditions constitute a rejection of and counter-offer to Buyer's Purchase Order. Any terms and conditions of any Purchase Order which are inconsistent with Seller's Terms and Conditions will not be binding on Seller unless such inconsistent terms are expressly and specifically accepted in writing by an authorized representative of Seller.

Seller's Terms and Conditions shall prevail and control, and neither an acknowledgment of Buyer's Purchase Order, nor the shipment of product ordered by Buyer, shall constitute an acceptance by Seller of any inconsistent terms set forth in Buyer's Purchase Order.

1.3. Entire Agreement.

Seller's Terms and Conditions, together with the terms stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation shall constitute the entire agreement ("Agreement") between Seller and Buyer regarding the Goods. This Agreement constitutes the entire Agreement and understanding between Buyer and Seller with respect to the subject matter of this Agreement and supersedes all prior communications, representations, agreements, understandings, proposals, negotiations and promises relating to that subject matter, whether written or oral. Any change to this Agreement must be expressly and specifically agreed to in writing by the Authorized Representative of Seller.

2. PRICES.

The prices for the Goods are as stated on Seller's Proposal or Order Confirmation. Unless specifically stated on Seller's Proposal or Order Confirmation, prices are EX Seller's shipment point(s). These prices are subject to change as a result of any decrease in the quantities of Goods ordered by Buyer, in which event Buyer agrees to pay the price as so adjusted. In the event of Buyer's delay in payment and/or does not comply with the Payment Terms stated in Seller's Sales Terms & Conditions for whatever reason, Buyer will automatically lose the benefit of any price and/or volume discounts, in which event Buyer agrees to pay the price as so adjusted. In the event the final destination of the Goods is changed to any destination that is different from North America (United States, Canada & Mexico) Seller will adjust the price accordingly and Buyer agrees to pay immediately the price as so adjusted.

3. TAXES.

Buyer shall be responsible for all taxes, including tariffs or duties with respect to transactions hereunder. Such taxes, tariffs and duties are not included in Seller's prices. Seller may add such charges, if applicable, to Seller's invoice, in which event Buyer agrees to pay for same. Buyer is also responsible for any costs and/or fine and/or penalty and/or any other expense associated with importing such "Goods", especially if "Goods" are imported under a wrong heading and/or subheading of the Harmonized Tariff Schedule and/or any other applicable law of the Country in which the Buyer is importing the Goods – even if such heading and/or subheading and/or category is recommended by the Buyer.

4. SHIPMENT.

Buyer shall pay for all packaging, shipping, handling, insurance and other similar costs involved in the shipping and delivery of the Goods, which will be made on Buyer's account. If stated otherwise Order Proposal and/or Quote and/or Estimate and/or Order Confirmation, then Seller shall prepay any such charges and charge Buyer for such costs – together with a 25% (Twenty Five Per Cent) handling fee. Buyer will immediately pay any additional expense.

5. PAYMENT TERMS.

5.1. 5.1 Unless stated otherwise on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation hereof, payment in full is due to Seller promptly at the time of the shipment. Payment must be confirmed through an irrevocable and confirmed bank Letter of Credit, which must be received by Seller at least ten (10) days before delivery. The terms of the bank Letter of Credit must be to Seller's satisfaction and must be consistent with Seller's Sales Terms & Conditions. Buyer agrees to use a Letter of Credit Template provided by the Seller, which will not be modified in any part by the Buyer. Buyer's failure to comply with any of these conditions will entitle Seller to suspend performance, without the Seller incurring in any expense or reimbursement for damages, lost of gain, or any other sort of reimbursement for whatever reason.

5.2. Unless stated otherwise on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation hereof, any delay in payment will also cause Buyer to incur a late payment charge of 1.5% per month, or the maximum permitted by law, whichever is lower, compounded monthly, on any unpaid amounts past due. Each late payment will be attributed first to any accrued interest, and then to the remaining past due principal amount.

5.3. In addition to Buyer's defaults as described above, Seller also has the right to suspend or delay its performance – without the Seller incurring in any expense for any loss and/or damage that Buyer may suffer in that respect.

6. TIME OF PERFORMANCE.

6.1. 6.1. Delivery Time. The Goods are deemed to be delivered upon the issuance of Seller's notice to Buyer that the Goods are ready for shipment. Buyer acknowledges and accepts that all delivery times are approximate and may be changed by Seller. Time for delivery of the Goods is not of the essence and accordingly Seller shall not be liable for any loss or damage that Buyer may suffer as a result of any change in the delivery time.

6.2. Storage Costs. Seller may charge Buyer storage fees at the rate of \$1.00 (US\$ One and 00/100) per Sq.Ft. and per each calendar day, commencing five (5) days after Seller's notice (by email and/or phone and/or letter and/or any other type of communication) to Buyer that the Goods are ready for shipment, if Buyer requests deferral of shipment, fails to accept shipment, fails to pick up the Goods, or otherwise fails to provide documentation necessary for the delivery of the Goods.

7. DELIVERY, TITLE AND RISKS

7.1. Unless specifically stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation, delivery is at EX Seller's shipment point(s). Title to the Goods shall pass to Buyer at Seller's shipment point, but not until Seller has been paid in full. Buyer bears the exclusive risk of loss and/or damage of the Goods at all times after they are delivered to the carrier or consignee, regardless of any shipment terms stated on the Order Proposal and/or Quote and/or Estimate and/or Order Confirmation or in Buyer's Purchase Order, and regardless of Seller's retention of title for non-payment.

7.2. Buyer is aware of the proper techniques, tools, skills, containers type and machinery required for unloading the "Goods" and Buyer is aware of the risks involved with the Loading, unloading and storage of the "Goods". Buyer declares to have the capabilities, skills, knowledge and facilities to properly unload, store, fabricate and install the "Goods". Buyer shall be responsible for any cost and/or damage associated with the unloading and/or storage of the "Goods" – including but not limited to damages due to "Goods" stored on the outside and/or exposed to sunlight. Under no circumstances shall Seller and/or any affiliated company be liable for consequential or incidental damages, including, but not limited to, business interruption and/or lost profits and/or injuries and/or damages.

7.3. IN THE EVENT SELLER WILL HANDLE THE FREIGHT FOR THE BUYER, BUYER AGREES TO PAY FOR ANY ADDITIONAL EXPENSE THAT MAY ARISE. SUCH ADDITIONAL EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, DEMURRIAGE FEES, INSPECTION FEES, AND ANY OTHER ADDITIONAL FEE THAT SELLER CANNOT ANTICIPATE IN ADVANCE AT THE TIME OF ORDER PROPOSAL AND/OR CONFIRMATION.

7.4. In the event Buyer will change the final destination of the "Goods", Buyer will undertake all related responsibilities and will be solely responsible for any associated costs, fine and/or any additional expense related. Seller and/or any affiliated Company and/or the Manufacturer of the "Goods" are completely released from any responsibility and expenses related.

8. INSPECTION AND ACCEPTANCE.

8.1. Buyer agrees to examine the Goods immediately upon delivery.

8.2. Goods will be deemed to have been accepted by Buyer unless Seller receives written notice of rejection, specifying the nature of the non-conformance, within seven (7) calendar days after the date Buyer receives delivery of the Goods, but in any event before the Goods are resold, installed or in any way modified.

Seieffe Sales Terms & Conditions

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If Buyer fails to notify Seller within this time period or before the Goods are resold and/or installed and/or modified, Buyer will be considered to have irrevocably accepted the Goods as conforming.

8.3. All shipment damage or shortage claims should be made upon receipt of the Product and filed directly with the carrier handling the shipment. The carrier's agent should always be requested to make a notation on the freight bill specifying the damage or shortage.

8.4. No transaction pursuant to this Agreement shall be interpreted as a "sale on approval" or a "sale or return."

8.5. Buyer agrees that he is aware of all technical performance and all characteristics of the "Goods" and that he understand all its limitations (including limitations in the possible applications with the different thicknesses the goods are available), tolerances, dimensions, weight, fabrication methods and quality grades.

8.6. With the purpose to avoid any confusion and/or misunderstanding, and to completely release the Seller and/or any affiliated Company from any type of liability - including but not limited to the responsibility for incorrect Good's samples labeling and/or Good's representation on sales collaterals and/or non exact color matching of the goods with the recommended matching adhesives, Buyer agrees to sign on or more reference sample(s) which will be shipped back to Seller address.

9. EXCLUSIVE WARRANTY

9.1. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE GOODS, AND WILL BE BINDING ON SELLER ONLY UPON ITS RECEIPT OF PAYMENT IN FULL FOR THE GOODS.

9.2. SELLER DISCLAIMS ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ALLEGEDLY APPLICABLE TO THE GOODS OR TO ANY SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE, AND/OR ANY WARRANTY AS TO THE GOODS' CONDITION, QUALITY OR PERFORMANCE.

10. LIMITATION OF LIABILITY

10.1. BUYER'S EXCLUSIVE REMEDY, WITH RESPECT TO GOODS PROVED TO SELLER'S SATISFACTION TO BE DEFECTIVE OR NON-CONFORMING, SHALL BE, AT SELLER'S SOLE DISCRETION AND UPON RETURN OF THE GOODS AT BUYER'S EXPENSES, EITHER REFUND OR REPLACEMENT OF THE GOODS, THAT WILL BE MADE AVAILABLE BY SELLER AT ITS SHIPMENT POINT.

10.2. SELLER SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, BREACH OF STATUTE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, LOSS, DAMAGE, COST OR EXPENSE ALLEGEDLY ARISING OUT OF, CAUSED BY OR RESULTING FROM THE GOODS OR THIS AGREEMENT.

10.3. SELLER SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND/OR SUCH DAMAGE IS FORESEEABLE.

10.4. SELLER'S TOTAL LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE 40% (FORTY PER CENT) OF THE AMOUNT PAID BY BUYER FOR THE GOOD(S) THAT IS THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO, OR CAUSED BY, THE CLAIM. AN ACTION FOR THE BREACH OF THE AGREEMENT MUST BE COMMENCED WITHIN ONE CALENDAR MONTH AFTER THE CAUSE OF ACTION HAS ACCRUED.

10.5. THE LIMITATIONS OF WARRANTY AND LIABILITY SET FORTH HEREIN SHALL SURVIVE THE CANCELLATION, COMPLETION OR OTHER TERMINATION OF THIS AGREEMENT FOR ANY REASON, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

10.6. BUYER AGREES THAT ANY REFERENCE SAMPLE OF THE GOODS IS INDICATIVE OF THE COLOR AND CHARACTER OF THE "GOODS" SOLD BY THE SELLER AND THAT COLOR, SHADE AND GRAIN STRUCTURE MAY VARY FROM ACTUAL PRODUCTION. SEIEFFE CORPORATION AND/OR ANY AFFILIATED COMPANY AND/OR THE MANUFACTURER OF THE "GOODS" CANNOT BE HELD RESPONSIBLE IF THE "GOODS" RECEIVED BY THE BUYER, AND/OR SIGNED FOR APPROVAL BY THE SPECIFIER AND/OR THE OWNER OF THE PROJECT, HAVE A COLOR AND/OR STRUCTURE VARIATION. BUYER ALSO UNDERSTANDS AND AGREES THAT "GOODS" SOLD WITH A FINISH DIFFERENT THAN POLISH WILL REQUIRE MORE MAINTENANCE. IT IS FULL RESPONSIBILITY OF THE BUYER TO HAVE HIS CUSTOMER AND/OR SPECIFIER SIGN A RELEASE

THAT WILL FUNCTION AS AN AKNOWLEDGEMENT OF "GOODS" SPECIFIC CHARACTERISTICS, INCLUDING, BUT NOT LIMITED TO, ALL THE CHARACTERISTICS ILLUSTRATED IN EVERY SECTION OF THIS SALES TERMS & CONDITIONS.

10.7. Buyer understands that any modification of the goods such as surface re-polishing and/or re-calibrating and/or sealing it is not recommended by the Manufacturer of the goods. In the event buyer will modify the Goods as per above, Seller, any affiliated company of the Seller and/or the Manufacturer of the Goods are automatically and immediately released from any type of liability.

11. MISCELLANEOUS TERMS

11.1. FORCE MAJEURE. In addition to the other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, beyond Seller's reasonable control, including but not limited to any delay in delivery or performance, due to any act of God, act of nature, fire, explosion, accident, flood or other casualty or disaster, any act of government, act of war or terrorism, shortage of raw materials, labor strike or dispute, delays of the manufacturer, delay or default of common carrier.

11.2. SEVERABILITY. If any part of this Agreement is found to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.3. NO WAIVER OR NOVATION. Seller's failure to strictly enforce any term or condition or to exercise any rights or remedies arising from this Agreement shall not be construed as a waiver by Seller of such terms, rights and remedies. Any deviation from the Agreement, even if agreed to in writing by an authorized representative of Seller, will constitute a modification, but not a novation of the Agreement.

11.4. Buyer shall not assign this Agreement without prior written consent by Seller. Any assignment in contravention of this paragraph will be null and void as to Seller. Seller is not in privity with any individual or entity that is not a party to this Agreement.

11.5. Buyer agrees that will fabricate and/or will advise its customer to fabricate the "Goods" according to the industry specific directions and/or procedure stated in the most updated "Dimension Stone Design Manual" from "Marble Institute of America", which is available to the Buyer by purchase. Buyer is responsible to review such "Dimension Stone Design Manual" and approve such fabrication and/or installation techniques. Under no circumstances shall Seller be liable for damages, including, but not limited to: lost of profits and/or penalties if such directions and/or procedure stated in the "Dimension Stone Design Manual" are not suitable and/or not effective and/or non appropriate and/or non conforming to Buyer's business and/or specific projects.

11.6. Buyer shall use the "Goods" MSDS (which is available for immediate download on Seller's web site) to familiarize itself with any known hazards associated with the "Goods", their storage, handling and use, fabrication and installation, and the containers in which they are shipped. Buyer shall make available the MSDS for "Goods" to all those required by law to receive access to them. In addition, Buyer shall appropriately inform and train its employees and other personnel as to the hazards identified in the MSDS for "Goods" and any other hazards discovered by the Buyer through its fabrication, installation, handling and use of "Goods" and provide its employees and other personnel with proper personal protective equipment ("PPE").

11.7. Buyer shall properly manage and dispose (or advise its customer to do so) of all wastes and/or residues resulting from fabrication, installation and use of the "Goods" in accordance with its corresponding MSDS and all applicable laws and regulations.

Buyer shall properly recycle (and/or advise its customers to do so) all the water used for the fabrication of the "Goods" in accordance with its corresponding MSDS and all applicable laws and regulations.

11.8. Buyer, or any affiliate and/or related company, will always promote and sell the "Goods" by using the product code and name established by Seller (i.e. OKITE 1665 – Bianco Assoluto), and Buyer will not change "Goods" coding and naming.

11.9. Any communication must be in written format and must be addressed to Seller's principal place of business, at the sole attention of Authorized Representative of the Seller.

12. GOVERNING LAW AND VENUE

GOVERNING LAW AND VENUE THIS AGREEMENT AND ANY SALES HEREUNDER IS GOVERNED AND CONSTRUED BY, AND ENFORCED IN CONFORMANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES. BUYER AND SELLER AGREE THAT THE STATE AND/OR FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS SHALL HAVE EXCLUSIVE VENUE TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS AGREEMENT, AND AGREE TO BE SUBJECT TO THE JURISDICTION OF SUCH COURTS IN HOUSTON, TEXAS.

Other Terms & Conditions

FREIGHT & PACKAGING COSTS

The following freight costs will apply if the customer prefers Seieffe Corp. to arrange shipment.

Delivery within Houston city limits.

Purchase of 10 full slabs or less: \$85.00 (US\$ Eighty Five and 00/100)

Purchase of 11 full slabs or more: Free of charge

Other Destinations

Seieffe Corporation will provide a specific quote for any other destination different from the above mentioned.

Packaging

Standard Wood A-Frame: \$160.00/each (US\$ One Hundred Sixty and 00/100). Standard A-Frame can hold up to 14 slabs 3/4" or 9 slabs 1 1/4". Within 14 (fourteen) calendar days from pick up date, wood frames can be returned at customer expense, for a credit of \$60.00. Wood Frames must be in original conditions.

Container A-Frame: \$180.00/each (US\$ One Hundred Eighty and 00/100)

PAYMENT METHODS

Seieffe Corporation accepts the following payment methods:

- Money Order.
- Credit Card (Mastercard, Visa & American Express): a fee of \$30 per slab will be applied.
- Checks.
- Wire Transfers (a fee of \$25.00 will be applied to each wire transfer).
- Letter of Credit (for customers buying containers delivered from Italy).

RETURNS

Slabs purchased ex works Houston can be returned or exchanged, at customer's expense, within 14 (fourteen) calendar days from pick up date. Following terms will apply to slabs return:

- MATERIAL EXCHANGE: A Restocking fee of \$75.00/slab (US\$ Seventy Five and 00/100) per each full or half slab will be applied.
- MATERIAL RETURN: A Restocking fee of 20% (TWENTY PERCENT) of original price will be applied.
- Slabs MUST be non modified or damaged (scratches, cuts, etc.).
- Slabs sold at promotional prices (including but not limited to: discontinued colors, slabs sold under special prices agreement), are non refundable.
- Returns and exchanges are allowed only for slabs purchased from Houston facility.

DISPLAY SLABS

Slabs to be used for the fabrication of "Displays" will be invoiced at regular price. Once the Customers provide Seieffe Corporation with pictures of the installed display, Seieffe Corporation will issue a Credit Memo for 50% of the total amount (minus eventual costs of freight & packaging). Credit memo can be used against future purchases. In order to receive the Credit Memo, the invoice must be paid in full.

SPECIAL ORDER COLORS

If Special Order colors are not in stock in the Houston warehouse, please anticipate a 30 to 45 days delivery term. 50% down payment is required to place the order, the remaining balance is due at the time of pick up or before delivery.

NSF FEES

\$35.00 (US\$ Thirty Five and 00/100) per each NSF check plus any additional attorney cost to collect amounts due.

STANDARD COLORS GUARANTEE

The following applies to certified fabricators only: in the event Seieffe does not have in stock a standard color slab in 2cm thickness, certified fabricator have the option to purchase 3cm slab at 2cm price. If Seieffe does not have 3cm standard color in stock, certified fabricator has the option to buy 2cm slab with 10% (ten per cent) discount over 2cm price. Conditions: Up to 5(five) slabs per order will benefit of such conditions.

PRECUT PIECES

Precut pieces are available for colors included in Group "A". Following cost schedule will apply:

- Precut pieces 2 cm thickness (Group "A" only, no sink cutout, no edge polishing): \$35.00/SF
- Precut pieces 3 cm thickness (Group "A" only, no sink cutout, no edge polishing): \$40.00/SF

Precut pieces cannot be returned or exchanged. - Minimum 20SF per order per thickness and per color.

Precut Pieces must be fully paid in advance.

DISCONTINUED COLORS

Discontinued colors are sold for \$675.00/Slab (any thickness).

Discontinued colors slabs are sold as is, no availability guarantee and no return/exchange allowed.

For bulk orders of discontinued colors, please contact for pricing.

BINDERS

Non certified fabricators: 1 binder/yr: free of charge. Over: \$72.00/ea

Certified fabricators: up to 25 binder/year: free of charge (>25: \$50.00/ea.)

Price Lock program

There are so many variables when beginning a construction project and, while most will not guarantee pricing more than a few days, OKITE and Seieffe wants to be your partner and is willing to prove it.

Locking in your pricing for up to 36 (thirty-six) months will provide peace of mind when it comes to budget concerns for your project.

With our Price-Lock Program, we guarantee that, if you specify OKITE Quartz Surfacing in a commercial and/or residential project, the price at the time of the project will not be increased, for the specified product(s), over 2% (two per cent) per each year or portion of the year between the date of specification and the actual date of purchase.

In order to benefit of such exciting program, the Specifying Authority (Design Professional, General Contractor, Owner or Fabricator) must register the project with Seieffe Corporation at the time of specification (please contact Seieffe Corporation for details 866-654-8397 – info@okite.us).

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