Terms and Conditions of Sale – October 2026

In these Terms and Conditions of Sale, Atlas Concorde USA, Inc., is referred to as "Atlas Concorde USA" and the customer or person or entity purchasing Atlas Concorde USA's products (the "Goods") from Atlas Concorde USA is referred to as the "Buyer". For the purposes of these Terms and Conditions of Sale, "order confirmation" and "pro-forma" invoice shall be interchangeable.

These Terms and Conditions of Sale, and Atlas Concorde USA's order confirmation (usually in the form of a pro-forma invoice) constitute the complete and exclusive agreement and understanding governing the sale of Goods by Atlas Concorde USA to Buyer (the "Agreement") and supersede all prior agreements, understandings or representations, whether written or oral, among the parties with respect to such matters. Provided, however, that if any term, provision or condition of Atlas Concorde USA's order confirmation should conflict or be inconsistent with any term of these Terms and Conditions, then the terms of Atlas Concorde USA's order confirmation shall prevail and control over such conflicting and/or inconsistent terms.

BY ACCEPTING ATLAS CONCORDE USA'S ORDER CONFIRMATION – PRO FORMA INVOICE AND/OR INSTRUCTING ATLAS CONCORDE USA TO SHIP GOODS (EITHER BY FACSIMILE OR E-MAIL COMMUNICATION), BUYER WILL MANIFEST ITS ACKNOWLEDGMENT, ACCEPTANCE AND AGREEMENT TO THESE TERMS AND CONDITIONS.

Atlas Concorde USA reserves the right to refuse any order, in its sole discretion. No order is accepted by Atlas Concorde USA until: (i) Atlas Concorde USA provides Buyer with a written order confirmation, and (ii) Buyer duly signs the order confirmation in acknowledgement, acceptance and agreement, and returns the signed order confirmation to Atlas Concorde USA.

1. PRICES

All prices for Goods, including, but not limited to, those specified in Atlas Concorde USA's price list or schedule, website or written quotation, are subject to change without notice. Such prices shall be automatically adjusted to reflect Atlas Concorde USA's prices for Goods as in effect at the time of the requested shipment date, and each shipment will be invoiced at such adjusted prices. Unless otherwise expressly agreed by Atlas Concorde USA in writing, all prices are EX WORKS (which shall have the same meaning as in the Incoterms 2020 published by the International Chamber of Commerce), exclusive of any

applicable taxes, duties, sales taxes, transportation and insurance costs or charges (collectively “Charges”), which Charges are to be borne exclusively by Buyer.

2. TERMS OF PAYMENT

Unless otherwise expressly agreed by Atlas Concorde USA in writing in Atlas Concorde USA’s order confirmation, the purchase price for all orders shall be paid in full in advance of shipment.

All payments must be made in U.S. currency. In the event Buyer fails to make any payment when due, Atlas Concorde USA shall have the right, in addition to all other remedies available to Atlas Concorde USA either at law or in equity, to either terminate this Agreement immediately, without notice, or to suspend further performance under this Agreement. Buyer shall be liable for all expenses, including reasonable attorneys’ fees, relating to the collection of past due amounts. If any payment owed to Atlas Concorde USA is not paid when due, it shall accrue interest at the rate of the lesser of 15% per annum, or the maximum amount permitted by applicable law, from the date on which such past due amount is due until the past due amount is paid in full. Should Buyer’s financial responsibility become unsatisfactory to Atlas Concorde USA, cash payments or security satisfactory to Atlas Concorde USA may be required by Atlas Concorde USA for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Atlas Concorde USA’s other rights and remedies, Atlas Concorde USA may discontinue deliveries.

3. SHIPMENT AND DELIVERY

a) Unless otherwise expressly agreed in writing by Atlas Concorde USA, shipments are made EX WORKS (which shall have the same meaning as in the Incoterms 2020 published by the International Chamber of Commerce). Risk of loss or damage and responsibility shall pass from Atlas Concorde USA to Buyer upon delivery of the Goods to carrier. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. Buyer affirmatively waives any claim for damage not acknowledged at the time of delivery. While Atlas Concorde USA will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Atlas Concorde USA, all shipping dates are approximate and not guaranteed. Atlas Concorde USA reserves the right to make partial shipments. Atlas Concorde USA, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided accurate shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, including but not limited to, Buyer providing Atlas Concorde USA with

inaccurate shipping instructions, then Buyer agrees to reimburse Atlas Concorde USA for any and all transport and/or storage costs and other additional and incidental expenses resulting therefrom.

b) In instances in which shipment is made FCA or CPT (which shall have the same meaning as in the Incoterms 2020 published by the International Chamber of Commerce) the Buyer is required to provide Atlas Concorde USA with all delivery instructions as well as any special delivery requirements which include, but are not limited to, residential deliveries, lift gate needs, limited access deliveries, lumper service needs. Buyer agrees to reimburse Atlas Concorde USA for any and all additional transport fees Atlas Concorde USA incurs caused by lack of communication of special delivery requirements from the Buyer to Atlas Concorde USA at the time of freight quotation

c) The warehouse of Atlas Concorde USA loads pallets on trucks sideways in order to maximize space on trucks. If, for any reason, Buyer requires the pallets to be loaded front-facing, Buyer must notify Atlas Concorde USA in writing at the time of Order Acknowledgment confirmation. Atlas Concorde USA shall not be liable for any additional cost or charges incurred because of Buyer's (or Buyer's customer) inability to unload a truck loaded sideways.

4. CLAIM ON TRANSPORTATION (if applicable)

General Freight Claim Procedure: If Buyer believes there is material damage to the Goods after transportation, Buyer is required to notify its assigned Atlas Concorde USA Customer Care Representative in writing within five (5) business days of delivery, including a thorough explanation of the damage.

Buyer's claim must include the following information:

- (i). Company name
- (ii). Address where the shipment was delivered.
- (iii). Delivery date
- (iv). Name of the carrier
- (v). Order #
- (vi). Delivery #
- (vii). Copy of delivery paperwork
- (viii). Description of the damage

- (ix). Quantification of the damage (how many boxes, tiles, etc.)
- (x). Photos of the claimed damage

Evident Damage

a) Evident damage is clearly detectable during the receiving process. If evident damage is discovered, Buyer must note the visible damage and/or missing items on the delivery paperwork before the driver leaves. For example, if a product is damaged, clearly write "PRODUCT DAMAGED" on the Bill of Lading specifying the quantity of boxes damaged. If Buyer is unable to inspect the Goods at time of delivery, Buyer must note the following on the Bill of Lading: "Boxes are subject to inspection at time of delivery. Buyer will notify carrier of pending damage within five (5) business days.".
It is the Buyer's responsibility to inspect the shipment prior to acceptance and note any damage and/or missing items on the delivery paperwork before the driver leaves. In instances in which shipment is made FCA or CPT (which shall have the same meaning as in the Incoterms 2020 published by the International Chamber of Commerce) all Products must be inspected at time of arrival for visible damage and Buyer must note on the Proof of Delivery or Bill of Lading any damage prior to the delivery driver departing. Failure to note damage on the Bill of Lading and send the pictures within five (5) business days of the delivery shall result in a waiver of any claim related to damaged Goods.

b) Concealed Damage/Shortages: Concealed damage is any damage found after the driver has left which was not readily visible and was not noted on the Bill of Lading. If Buyer discovers concealed damage or shortages after the delivery driver has left Buyer's premises and those damages or shortages have not been clearly specified on the Bill of Lading, Buyer is required to notify its assigned Atlas Concorde USA Customer Service Representative within five (5) business days of the delivery in writing by e-mail, including a thorough explanation as to why the damage could not have been seen at the time of delivery as well as all the information and pictures listed in the "General Freight Claim Procedure" section (4(a)) of this document.

Claim Evaluation: Upon receipt of any claim by Buyer to Atlas Concorde USA, whether for evident damages or for concealed damages/shortages, Atlas Concorde USA will initiate a claim with the carrier. Atlas Concorde USA shall not be responsible for any reimbursement or replacement decision made by the carrier under any circumstance. Atlas Concorde USA cannot assure that the claim will be approved by the carrier. Damaged material subject to any claim should not be returned to Atlas Concorde USA without Atlas Concorde USA's written prior approval and should not be disposed of or further altered in any way. Any allegedly damaged Goods should be clearly marked as nonconforming and stored safely

until the claim is fully resolved. In the event the claim is denied by the carrier, Atlas Concorde USA reserves the right to also deny the claim and request payment of the corresponding invoice without deductions. Atlas Concorde USA is under no obligation to replace Goods that were damaged as a result of the carrier's mishandling of goods.
If Buyer signs the delivery paperwork without recording or otherwise noting that there are possible damaged or missing items, recourse to the freight carrier will not be possible. Please keep all shipping materials and original product packaging until the inspection is completed.

EX WORKS Shipment: Unless otherwise expressly agreed in writing by Atlas Concorde USA, shipments are made EX WORKS (which shall have the same meaning as in the Incoterms 2020 published by the International Chamber of Commerce). Responsibility for, and any risk of loss or damage to the Goods shall pass from Atlas Concorde USA to Buyer upon delivery of the Goods to Buyer's carrier of choice. Any claims for shortages or damage suffered in transit are Buyer's responsibility and shall be submitted by Buyer directly to its carrier of choice.

Detention Fees: A detention fee is a charge that's assessed when load/unload time exceeds an allowable time. If Buyer is made aware by its carrier of an extra freight charge related to a Detention Fees, Buyer is required to notify its assigned Atlas Concorde USA Customer Care Representative in writing within five (5) Business Days of delivery. Buyer's claim must include all of the following information:

- (i) Company name
- (ii) Address where the shipment was delivered
- (iii) Delivery date
- (iv) Name of the carrier
- (v) Order #
- (vi) Delivery #
- (vii) Copy of the delivery paperwork
- (viii) Written proof of the detention fee charged to Buyer by its carrier.

Atlas Concorde USA is under no obligation to accept or reimburse a Detention Fee Claim, and claims will be accepted in its sole discretion. In that case, according to industry standards, Atlas Concorde USA will take into consideration detention fee claims only if all the following conditions are met:

- Buyer's carrier scheduled an appointment on Atlas Concorde USA's FTL Booking System ("Book & Go")
- Buyer's carrier showed up within the timeslot of the appointment scheduled on "Book & Go"
- Atlas Concorde USA will have double checked, verified and confirmed check-in and check-out times as well as loading times according to the data automatically stored by "Book & Go".

Upon acceptance of a detention fee claim, according to industry standards detention time will start two hours after the carrier has checked in at Atlas Concorde USA's facility ONLY IF carrier showed up within the timeslot entered on "Book & Go". If carrier checked in at Atlas Concorde USA before its appointment, the two-hour detention time will still start from the appointment time and not from the time of checked in at Atlas Concorde USA.

According to industry standards, if all the above-mentioned conditions are met (and only then), Atlas Concorde USA will honor a detention time of up to $50/hour max with no exceptions. The detention fee rate shall not to exceed $250.

5. LIMITED WARRANTY

Subject to the limitations set forth in Section 5 below, Atlas Concorde USA warrants that Goods sold by Atlas Concorde USA as "first choice goods" are manufactured in accordance with the published technical standards. This limited warranty is valid only: (i) for a period of one hundred and eighty (180) days from the date of shipment of the Goods by Atlas Concorde USA, or (ii) for the period from the date of shipment of the Goods by Atlas Concorde USA until installation or attempted installation of the Goods, whichever is less. This limited warranty applies only to "first choice goods" sold by Atlas Concorde USA.

ALL GOODS SOLD BY ATLAS CONCORDE USA OTHER THAN "FIRST CHOICE GOODS" ARE SOLD AS IS. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ATLAS CONCORDE USA WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO ATLAS CONCORDE USA, AND WHETHER OR NOT ATLAS CONCORDE USA'S 'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY ATLAS CONCORDE USA AND/ FOR BUYER'S (OR ANY SUBSEQUENT TRANSFEREE'S, AS DEFINED BELOW) USE OR PURPOSE.

OTHER THAN REPRESENTATIONS OR WARRANTIES MADE BY ATLAS CONCORDE USA IN THEIR RESPECTIVE LITERATURE AND/OR PACKAGING, NO REPRESENATION OR WARRANTY OF ANY KIND REGARDING THE GOODS MADE BY ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEPENDENT DISTRIBUTORS AND SALES REPRESENATIVES, SHALL BE BINDING UPON ATLAS CONCORDE USA.

IF YOU ARE A CONSUMER, AND SHOULD ANY APPLICABLE LAW PROHIBIT THE DISCLAIMER OF IMPLIED WARRANTIES SET FORTH ABOVE, THEN ANY IMPLIED WARRANTIES FOUND TO EXIST WILL BE STRICLTY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE.

Notwithstanding the foregoing, this limited warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Atlas Concorde USA's), unauthorized modification or alteration, use beyond rate capacity, improper installation, maintenance or application. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Atlas Concorde USA in the selection or design of the Goods and the preparation of Atlas Concorde USA's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Buyers must notify Atlas Concorde USA of any defects in the Goods in writing, via certified mail to Atlas Concorde USA, at 117 Seaboard Lane – Suite F170, Franklin, TN 37067, within thirty (30) days of Buyer's receipt of the Goods.

Upon receiving Buyer's notice of defect, Atlas Concorde USA shall, at its option, repair, correct or replace the Goods EX WORKS (which shall have the same meaning as in the Incoterms 2020 published by the International Chamber of Commerce), or refund the purchase price for that portion of the Goods found by Atlas Concorde USA to be defective. Failure by Buyer to give such written notice within 30 days of receipt shall act as a complete bar to any claims against Atlas Concorde USA for any defect. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Notwithstanding the provisions contained in the preceding sentences of this paragraph, Buyer shall be deemed to have accepted the Goods and absolutely and unconditionally waived its rights to claim for any defects: (i) upon installation or attempted installation of the Goods, or (ii) if the Goods are otherwise used or altered in any way. It is Buyer's obligation to fully inspect the Goods prior to installation or attempted installation.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

This Section 5 also applies in the event that any entity or person (other than Buyer) buys, acquires or uses the Goods, including, but not limited to, any entity or person who obtains the Goods from Buyer (any of them a "Subsequent Transferee"). Buyer hereby covenants and agrees to provide such Subsequent Transferee with conspicuous written notice of the provisions set forth in Sections 5 and 6 of these Terms and Conditions of Sale, by providing each such Subsequent Transferee with a copy of these Terms and Conditions of Sale, or an online link thereto, at the time of sale from the Buyer to the Subsequent Transferee. Additionally, should a Subsequent Transferee again transfer or sell the Goods to another end user, the Subsequent Transferee shall be under the same obligation to provide notice of these Terms and Conditions of sale to the end user.

Buyer, furthermore, covenants and agrees that it shall not make any representation or warranty whatsoever regarding the Goods to any third party (either on behalf of Atlas Concorde USA or on its own account), other than the limited warranty of Atlas Concorde USA set forth in this Section 5.

BUYER HEREBY COVENANTS AND AGREES THAT, SHOULD IT FAIL TO COMPLY WITH THE PROVISIONS OF THIS LAST PARAGRAPH OF SECTION 4, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD ATLAS CONCORDE USA AND/, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), OR CLAIMS FOR INJURY OR DAMAGES (INCLUDING, BUT NOT LIMITED TO GENERAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH BUYER'S OR BUYER'S EMPLOYEES', AGENTS', REPRESENTATIVES' AND/OR INDEPENDENT CONTRACTORS' BREACH OF THESE TERMS AND CONDITIONS OF SALE.

For clarity, this Section shall control and supersede any state law providing for any indemnification to Buyer by Atlas Concorde USA for any claims raised by a Subsequent Transferee where Buyer has failed to comply with this Section(1).
(1) This includes, but is not limited to: Ariz. Rev. Stat. § 12-684, Ark. Code Ann. § 16-116-207; Fla. Stat. Ann. § 686.41; Idaho Code § 6-1407; Ind. Code Ann. § 34-20-9-1; Kan. Stat. Ann. § 60-3303; Miss. Code Ann. § 11-1-63; N.D. Cent. Code § 28-01.3-05; Tex. Civ. Prac. & Rem. Code § 82.002; Utah Code Ann. § 78B-6-707, and any other similar state statutes.

6. LIMITATION OF REMEDY AND LIABILITY

a) THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE IN ACCORDANCE WITH SECTION 5 ABOVE. SUCH REPAIR, CORRECTION, OR REPLACEMENT SHALL BE LIMITED TO REPLACEMENT MATERIAL AND SHALL NOT INCLUDE ANY LABOR, FREIGHT, OR INCIDENTAL COSTS.

b) BUYER, ANY SUBSEQUENT TRANSFEREE, AND ANY END USER OF THE GOODS AGREE THAT ATLAS CONCORDE USA SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL ATLAS CONCORDE USA'S LIABILITY TO BUYER AND/OR ANY SUBSEQUENT TRANSFEREES EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY ATLAS CONCORDE USA GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.
THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM BY BUYER, A SUBSEQUENT TRANSFEREE, OR AN END USER OF THE GOODS FOR INDEMNIFICATION OR ATTORNEYS' FEES IN EXCESS OF THE PURCHASE PRICE BY BUYER, AND SHALL SUPERSEDE ANY STATE LAW TO THE CONTRARY(2).
THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM BY BUYER, A SUBSEQUENT TRANSFEREE, OR AN END USER OF THE GOODS FOR INDEMNIFICATION OR ATTORNEYS' FEES IN EXCESS OF THE PURCHASE PRICE BY BUYER, AND SHALL SUPERSEDE ANY STATE LAW TO THE CONTRARY(2).
The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of business opportunity, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.
(2) See supra n. 1.

c) It is expressly understood that any technical advice furnished by Atlas Concorde USA with respect to the use of the Goods is given without charge, and Atlas Concorde USA assume no obligation or liability whatsoever for the advice given, or results obtained, all such advice being given and accepted at Buyer's own risk.

7. EXCUSE OF PERFORMANCE

Neither Atlas Concorde USA nor Manufacturer shall be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; pandemic or epidemic; default of suppliers; material fluctuations in the exchange rate between the U.S. Dollar and Euro; or unforeseen circumstances or any

events or causes beyond Atlas Concorde USA's 's reasonable control. Deliveries or other performances may be suspended for an appropriate period of time or cancelled by Atlas Concorde USA upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing.

If Atlas Concorde USA determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Atlas Concorde USA may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among its purchasers on such basis as Atlas Concorde USA determines to be equitable without liability for any failure of performance which may result therefrom.

8. CANCELLATION

Buyer may cancel orders as follows: (1) For "Made On Order Products" (which means declared as "Made on Order" according current pricelist) and for "Custom Products" (which means Products manufactured upon request of the Buyer, not included in the current Atlas Concorde USA's pricelist), by giving written notice of cancellation 15 calendar days before production of the custom-made Product; or, (2) for standard products (those appearing in Atlas Concorde USA's catalog), by giving written notice of cancellation 15 calendar days prior to the shipment date. All cancellations will be subject to a 10% cancellation fee of the total order amount. Additional charges may apply, which include, among other things, all costs and expenses incurred to cover commitments made by Atlas Concorde USA. Atlas Concorde USA's determination of such cancellation charges shall be conclusive.

For Made on Order or Custom Products any cancellation made outside the specified cancellation period explained above will result in the Buyer being obligated to pay Atlas Concorde USA the full due amount listed in the Order Acknowledgment.

9. CHANGES

Buyer may request changes or additions to the Goods consistent with Atlas Concorde USA's specifications and criteria. Atlas Concorde USA is not obligated, however, to accept any changes or additions. In the event, such changes or additions are accepted by Atlas Concorde USA, Atlas Concorde USA may revise the price and dates of delivery accordingly. Atlas Concorde USA reserves the right to make technical and manufacturing changes to the Product(s), none of which will substantially alter the aesthetic of the Product(s), without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

10. RETURNED GOODS

Except as otherwise provided in paragraph d) of Section 5 above with respect to warranty defect, any and all material which Buyer desires to return and which Seller agrees to take back will be accepted only with prior written authorization and must be in full compliance of this Sellers return policy. Atlas Concorde USA is under no obligation to accept a return, and returns will be accepted in its sole discretion.

No returns will be accepted on discontinued or not 1st grade material. Returns will not be accepted unless Atlas Concorde USA has first issued a return authorization number. Only Atlas Concorde USA Customer Service Department can authorize a return, and all return authorizations must be in writing. No sales representative may accept the return of any products without such written authorization. Products may be returned to Atlas Concorde USA only after inspection by the Atlas Concorde USA and after receipt by Buyer of shipping instructions. Returns will be charged a minimum restocking charge of 25% (unless the Company erred in filling the order) and will be limited to full and unopened cartons that have not been damaged or mutilated in any way. Shipping, handling, insurance, taxes, risk of loss and tariff charges for return products shall be borne by Buyer.

11. INDEMNIFICATION

Buyer hereby covenants and agrees to defend, indemnify and hold harmless Atlas Concorde USA, their officers, directors, employees, agents, advisers, representatives and affiliates (collectively, the “Indemnitees”) from and against, and pay or reimburse the Indemnitees for any and all claims, liabilities, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including out-of-pocket expenses and reasonable attorneys’ and accountants’ fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder (collectively, “Losses”), resulting from or arising out of: (i) Buyer’s breach of any provision or covenant set forth in this Agreement, and/or (ii) Buyer’s making of any representation to any third party regarding the Goods other than the limited warranty set forth in Section 5 above. This Section is intended to supersede any state law requiring Atlas Concorde USA to indemnify Buyer for any claims made by a Subsequent Transferee, consistent with Section 6, above(3).
(3) See supra n. 1.

12. ASSIGNMENT

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Atlas Concorde USA, and any such assignment, without such consent, shall be void.

13. GENERAL PROVISIONS

No change, modification, rescission, discharge, abandonment, or waiver of these Terms and Conditions of Sale shall be binding upon Atlas Concorde USA or Manufacturer unless made in writing and signed on its behalf by a duly authorized representative of Atlas Concorde USA or Manufacturer. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions of Sale shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Atlas Concorde USA's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Atlas Concorde USA in any quotation, acknowledgment or publication are subject to correction.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its conflicts of laws principles. Buyer and Atlas Concorde USA and Manufacturer, and any Subsequent Transferee agree to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the State and Federal courts of the State of Tennessee, located in Williamson County. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS

AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH SUCH PARTY CERTIFIES THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION OR INDUCEMENT OF THE OTHER PARTY IN AGREEING TO THIS PROVISION AND THAT THEY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL. The Convention for the International Sale of Goods shall not apply to this Agreement.

16. U.S. EXPORT CONTROL REGULATIONS

All Goods sold to Buyer are subject to the export control laws of the United States and Buyer agrees not to re-sell or divert any Goods contrary to such laws.

17. NO THIRD-PARTY RIGHTS

These Terms and Conditions of Sale create no third-party rights between Atlas Concorde USA and any person other than Buyer, with exception of the warranty provided by Paragraph 5, which shall run with the Goods as described therein. It is understood and agreed that the parties do not intend that any third party be a beneficiary of these Terms and Conditions of Sale.

18. RECOMMENDED USE OF PORCELAIN TILES AND PAVERS

Failure to comply with any of the below recommended uses will result in the Warranty provided herein becoming null and void.

Recommended use for matte finish porcelain tiles (all collections)
These products are recommended for indoor floors, walls, countertops, and outdoor walls in commercial and residential applications. The use of these products is not recommended for horizontal exterior surfaces that require anti-slip features. Atlas Concorde USA recommends an offset no greater than 30% if a staggered pattern is required for tiles of 20” inches or longer. Visit www.atlasconcordeusa.com for detailed instructions of installation.

Recommended use for grip finish porcelain tiles (all collections)
These products are recommended for indoor and outdoor floors and walls, in commercial and residential applications, especially where anti-slip features are required. Atlas Concorde USA recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20” inches or longer. Visit www.atlasconcordeusa.com for detailed instructions of installation.

Recommended use polished finish porcelain tiles (all collections)
These products are recommended for indoor floors, walls, countertops, and outdoor walls in commercial and residential applications. The use of these products is not recommended for horizontal exterior surfaces that require anti-slip features. We recommend not to use polished finish products for wet areas where deposits of water are likely to occur. Atlas

Concorde USA recommends an offset no greater than 30% if a staggered pattern is required for tiles of 20” inches or longer. Visit www.atlasconcordeusa.com for detailed instructions of installation.

Recommended use for 20mm thick porcelain pavers (all collections)
These products are recommended for indoor floors, walls, countertops, and outdoor floor and walls in commercial and residential applications. Atlas Concorde USA recommends an offset no greater than 30%, if a staggered pattern is required for tiles of 20” inches or longer. Visit www.atlasconcordeusa.com for detailed instructions of installation.

Other recommendations
Brightly colored products, particularly white and extra-white tiles, are inherently delicate and, although they are hygienically clean for all intents and purposes, they are more susceptible to soiling than darker tiles. Accordingly, it is imperative to note that these specific products necessitate careful and regular maintenance. Furthermore, with regard to brightly colored products, it is of utmost importance that the initial deep cleaning procedure following installation on concrete be conducted with exceptional care, in strict compliance with the aforementioned instructions, and utilizing appropriate tools and cleaning agents. As previously stated, failure to adhere to these procedures may result in the formation of an absorbent film due to grout residue, which may trap dirt and make the surface difficult to clean. Due to the natural brightness of the product, any grout residue may be particularly visible. In such cases, Atlas Concorde USA shall bear no liability for any damage incurred to the surface.

WARNINGS
The recommendations provided above are based on research, laboratory testing, and years of practical experience. Notwithstanding, the cleaning characteristics of the materials may vary significantly depending on installation methods, usage conditions, surface types, and intended applications. As a general rule, the higher the anti-slip rating of the tiles, the greater the potential for cleaning challenges. The professional responsible for maintenance and cleaning must, therefore, assess the condition of the surface prior to undertaking any cleaning and/or maintenance operations (it is recommended that a sample of tiles be tested prior to installation).

Atlas Concorde USA declines any liability for cleaning and maintenance operations conducted under conditions of heavy use (e.g., mechanical workshops or areas with oil residue or tire marks), poor installation practices, or improper cleaning procedures. It is expressly agreed that Atlas Concorde USA shall not be held responsible for any damages, defects, or events arising from improper installation of the tiles, inadequate cleaning and

maintenance procedures, or the improper selection of materials or adhesives for a particular use case.

For complete recommendations about installation, use, care and maintenance of our products please consult our guides on www.atlasconcordeusa.com.

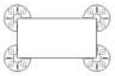
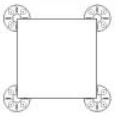
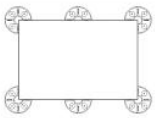
19. PORCELAIN PAVERS RAISED FLOORS INSTALLATION SYSTEMS: WARNINGS

Atlas Concorde USA products are made using the best technology available, and their technical performances match or exceed requirements from both ASTM and ISO standards for porcelain products. Nevertheless, if the application of the 20 mm slabs requires the ceramic product used in structural installations, the project engineer and/or customer must carefully assess the project requirements with regard to the technical specifications of the slabs.

To prevent the risk of damage or injury, the manufacturer recommends:

a) In a raised floor installation, it is important to note that, even though porcelain is an extremely hard and compact material, the ceramic slab is not bonded to the ground, but laid on raised pedestals. Since the ceramic slab is a hard, not elastic material, it could break for various reasons (such as, but not limited to, a heavy object falling on the paver, heavy equipment/machinery operated improperly, etc.). Therefore, the manufacturer recommends checking the specific intended use before starting the installation and:

- Comply with the table for raised installation provided below.
- In all installations on pedestals higher than 3/4”, reinforcing must be applied on the back of the slabs (double fiberglass mesh) which must be ordered through Atlas Concorde USA and which will be applied prior to shipment of the goods.
- If a Buyer, customer, or end user decides to use another anti-collapse solution other than double fiberglass mesh among those available in the market (including any double fiberglass mesh not applied by Atlas Concorde USA), Atlas Concorde USA specifically disclaims, and Buyer agrees, that Atlas Concorde USA shall not have any responsibility for damage to the product, objects, or persons caused by the breakage of any of pavers. Additionally, if an Atlas Concorde USA-supplied backing solution is not used on raised installations, Atlas Concorde USA disclaims, and Buyer agrees, that Atlas Concorde USA shall not have any responsibility for damage to the product, objects, or persons caused by the breakage of any pavers.

SUPPORTS REQUIREMENTS			
	SIZE	UP TO 3/4" (20 MM)	ABOVE 3/4" (20 MM)
	12"x12" (300x300 mm)	4 supports 0,32 pcs/sq ft	Please contact Atlas Concorde USA
	12"x24" (600x300 mm)	4 supports 0,32 pcs/sq ft	Please contact Atlas Concorde USA
	24"x24" (600x600 mm)	4 supports 0,32 pcs/sq ft	Please contact Atlas Concorde USA
	24"x36" (600x900 mm)	6 supports 0,32 pcs/sq ft	Please contact Atlas Concorde USA
	12"x48" (300x1200 mm)	6 supports 0,65 pcs/sq ft	Please contact Atlas Concorde USA
	24"x48" (600x1200 mm)	6 supports 0,65 pcs/sq ft	Please contact Atlas Concorde USA

b) For any dry installation system of flooring above the ground level, Atlas Concorde USA recommends compliance with local regulations and conditions of use regarding wind-load, loadbearing, seismic events, etc. Outdoor paving solutions installed unglued above the ground level are subject to the action of the wind, with the risk, in some cases, of becoming airborne. Atlas Concorde USA recommends using a qualified professional to check the suitability of any above ground installation system in accordance with the local laws and regulations and the conditions of use. Failure to do so could result in serious injury or property damage, for which Atlas Concorde USA shall have no liability.

c) Installations must be completed onto a solid, water-resistant substrate with the correct slope to guarantee water drainage.

d) Supports come equipped with four spacers that allow for the creation of grout lines between pavers. For a correct installation against walls or corners, it is necessary to keep the supports distant from the wall and remove 2 or 4 spacers as showed in the picture below. Atlas Concorde USA recommends to strictly follow the instructions for the raised installation of porcelain pavers. Failure to comply with these recommendations may lead to improper use of the product and could cause serious property damage or injury.

Additionally, failure to comply with these recommendations will result in the Warranty provided herein becoming null and void.

For further information and recommendations concerning the installation systems please refer to www.atlasconcordeusa.com

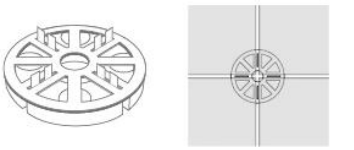
Wall corner



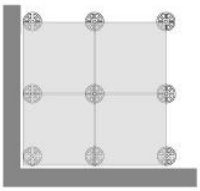
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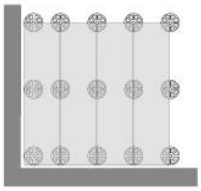
Floor center



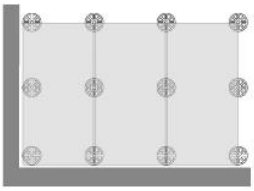
24″x24″ - 12″x24″ - 12″x12″



12″x48″



24″x48″



All information provided in this document is subject to change. Please refer to www.atlasconcordeusa.com for the latest, most accurate and up-to-date information.

20. TRIM TILE SHADE AND MATCHING WITH FIELD TILES

With respect to the utilization of Cove Base (hereinafter referred to as “CB”) and Bullnose (hereinafter referred to as “BN”), it is of critical importance to acknowledge the following:

a) CB and BN constitute specialized components intended exclusively for basal wall application and serve the function of protecting the wall from exposure to water, chemicals, and dirt during cleaning procedures.

b) The principal distinction between BN and CB lies in the latter’s capacity to facilitate the transition from the floor to the wall through a rounded connection edge, which enhances the efficiency of cleaning at the point of contact between the wall and the floor. Both CB and BN feature a rounded miter cut on their upper edges, rather than a straight cut. This rounded corner serves as the final ceramic element preceding the uncovered wall surface and is designed for both aesthetic purposes and improved cleanability.

c) Given the intended function of BN and CB, they are generally not toned in coordination with field tiles for the following reasons:

- BN and CB are installed in a vertical orientation, whereas floor tiles are positioned horizontally. As a result of differing light refraction angles, the tones will inherently appear distinct, irrespective of whether the field tile and the BN/CB are theoretically matching in shade. Consequently, tonal consistency is not a relevant factor.
- The CB is manufactured using distinct equipment and raw materials from those used for field tiles, further diminishing the likelihood of achieving a precise shade match. While the BN may exhibit a closer tonal resemblance due to being cut directly from the field tile, the vertical installation will nonetheless cause light refraction to create a visual discrepancy.

d) Neither CB nor BN is engineered to function as a transitional joint between ceramic-covered floors and walls. This is the reason for the rounded, rather than straight, upper edge. Accordingly, Atlas Concorde USA expressly advises against the use of CB or BN in instances where a ceramic-covered wall is required above them.

In light of the foregoing, Atlas Concorde USA shall not be held liable for any issues arising from tonal mismatching between CB and BN and their corresponding field tiles, where improper usage is demonstrable.