

The Stone Broker (TSB) Terms and Conditions ver. 1.0

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The Stone Broker Defined

The Stone Broker, referred too herein as TSB, also representing its owner’s, members, managers, franchise owners or employees or anyone of affiliation thereof, is used merely as a system that has been developed for locating stone remnants for its members. Our fees are deemed finder’s fees for assisting in the fulfillment of issued requests originated from the system and or delivery fees should the service of delivery be determined.

Members Defined

A member is one of two or both, buyer or seller.

A buyer is a prospective purchaser searching for a piece of stone that suits their needs. They are not to be considered a guaranteed buyer resulting in a sure purchase to your responses.

A seller is a prospective seller responding to search requests with the best intentions of selling an adequate piece according to the buyers needs. They are not to be considered a guaranteed seller resulting in a sure sale or acquisition of a piece in response to your searches.

Membership

Signing up as a member of the system you are expected to be truthful in all of the required information. You are expected to select your member status truthfully. You are expected to conduct yourself in a professional manner in all dealings with and as a result of our system. You are expected to respect the system by not bypassing the system in any dealings introduced by the system, not sharing any form of contact information in the message areas, not communicating directly between buyer and seller, not using foul or lewd language or engaging in indecent or illegal activities of any kind whatsoever. Any misuse of or inappropriate conduct through the system will subject your membership to immediate termination. By signing up as a member you are agreeing that TSB is not to be held responsible in any capacity for the behavior, conduct or dealings of it's members

Misrepresentation of Member Status

We appreciate our Fabricator members with a lesser fee margin than our other categorical members. Any member that misrepresents themselves in an effort to receive fabricator status will be dismissed from the system. Any consumer that falsely represents themselves as a Fabricator, Builder, Designer or Architect will be immediately deleted from the system without notice.

Using our Service and Time Wasting "Tire Kicking"

We are delighted that you have decided to let us help you find your stone. Upon issuing a search request, among others you have two options pertaining to whether the job prompting the request has been awarded or is still in the bidding stages. This gives sellers an opportunity to realize the intention of the request and whether they want to put the time into looking through their inventories knowingly risking their time of being wasted. Pieces being sought while in the bidding stage are referred to as Tire Kickers. Your rate of return is expected to be much lower than if you have already been awarded the job.

We ask that your selection of 'Job Awarded – I'm Ready to Buy' demonstrates sincere search efforts in being ready to purchase a piece that suits your needs, as we are very concerned about respecting our seller's time. This is one of our largest concerns, and this behavior will have a strongly negative impact on your user rating. It can be a very time consuming task to look through an inventory of remnants as most are not incredibly organized or tracked by any means. Buyers selecting the 'Job Awarded – I'm Ready to Buy' option then neglecting a suitable response, meeting the qualifications outlined below, then reported by a seller, will be monitored. We ask that sellers issue feedback on Tire Kickers when they've had an experience appearing to be a false representation of intention. Once a member's feedback rating falls below 80% or has been reported as a 3 time offender this will result in either dismissal from the system, or a probationary period and the member will be required to submit a \$100 deposit in order to conduct future searches. In this level

of probation, if a subsequent search has produced a suitable response being qualified as meeting requested size, member's inbox receiving response with 48 hours from issuance and costing at least 30% less than the cost of a full slab, but the requestor backs out of the sale, this deposit gets paid to TSB and split with the seller that has located the most cost effective piece while meeting the size requirements. This deposit may be rolled over toward the next search after each successful transaction, or you may contact us for a refund then resubmit a new deposit each time you issue a new search.

Misrepresentation of Goods or Availability

Any member experiencing a case of misrepresentation should immediately contact us at pitchabitch@thestonebroker.com to inform us so that we may investigate the situation. Complaints on same member, whether found as true or false, will result in dismissal from the system after 3rd offense.

Timeliness of Response by Both Sellers and Buyers

As a joining selling member you are agreeing to be the assigned contact within your company and to check your email inbox at least once daily, if not more, for search requests. You are further agreeing to the procedure of checking your stone inventory for availability and responding to those same requests by the end of each business day. Buying members are expected to check for responses to requests at least once daily and purchase swiftly once an appealing piece has been located.

Pricing of Remnants

Based on years of experience buying and selling remnants it has been determined that if you really want to benefit from this system you will be buying rems at a rate that is at least 30% less than having to buy a full slab and selling pieces at a rate that is at least 20% less than fabricator cost from the original source of purchase. We ask that you recognize 90%+ of remnant inventories are already paid for, by the original client that purchased the full slab, and pure profit to the seller. There are of course exceptions but this is found to be true in the vast majority of cases. You will find that selling your rems and generating cash flow is much more advantageous than hanging on to pieces to get more than the going rate. Anything worth buying is only worth what someone is willing to pay for it and we of course are not doing this solely for fun and require a degree of margin to integrate our locating fee.

Sending and Receiving Email

As a joining member you are subscribing to our seller search list and should expect to receive request emails when you within selected range of requester. You will also receive periodic informative and or newsletter emails from TSB proper. You will have the option and right to unsubscribe from the list, in each email you receive

Rating Users

TSB and the community of members really want to know if there have been any issues or problems with seller or buyer after TSB has exited the transaction, which is at the point of disclosing the seller information. Even more so we want to know about good experiences with buyers or sellers. We do have a **rating system** for the purpose of upholding the system's integrity and **we strongly encourage users to use it for every transaction**. Any

member receiving negative feedback will be publicly noted as so. You may view a member's feedback once they have issued a response to your search request. Any buyer that has been reported as issuing a Tire Kicker to a seller that has responded within 48 hours of search issuance, with a piece that meets the size requirements and member suggested pricing, then backs out of purchase for any reason other than a more suitable response from within the system, will incur negative feedback in their rating profile. Any member falling below an 80% rating will be put on a probationary period and be required to submit a \$100 deposit in order to conduct future searches. A member may plea their case if they feel they have been misrepresented in their feedback profile. We reserve the right to adjust a member's feedback rating up or down and or remove any member for any reason without notice.

Any member falling below our minimum standards of maintaining a 60% rating may and is likely to be deleted without notice.

Paying As a Buyer

Payment is due upon acceptance of your most appealing search response in order to receive seller info. TSB or its sellers do not offer payment terms. Once the piece and price have been agreed to, payment in full is expected at that time.

You can pay by credit/debit card or via PayPal if you have a PayPal account. If you must pay by check select the 'Bill me' option, the check must be received by TSB and cleared prior too seller disclosure, unless you are a preferred member conducting a minimum of 50 buyer transactions per year with a 100% feedback rating. You must allow enough time for mail and banking procedures so as to not affect your fabrication schedule. We are not responsible for any damages to or resulting from our not releasing seller contact info timely to your fabrication schedule.

Cash must be delivered directly to our corporate office in Bristol, WI by appointment only and during reasonable five day week business hours. We encourage establishing an account with PayPal as it is very safe and secure. You arrange for your payments to be taken directly from your bank account and you pay with the 'click' of a button. It's very easy to sign up.

Getting Paid As a Seller

Sellers payment due will be issued within 1 week of buyer/seller info disclosure by means of check issued by TSB, following receipt of payment by buyer, then sent to seller by USPS mail. Members that have a PayPal account can be paid directly, though incurring the cost of the transaction fee and subtracted from due balance.

Taxes

Our members as buyers or sellers are responsible for all applicable taxes per their own state's or local tax laws. Members are responsible for determining any applicable taxes per their state's tax schedule and including them in the total cost of initial response to buyer. Our fee is paid merely as a finder's fee we are not acting as resellers.

Bypassing the System or Exchange of Contact Information

Exchange of personal name, business name or contact information of any type, including business address, email address or phone numbers, is prohibited in the comments box or

an area of communication between buyer and seller prior too TSB disclosure of such information. If you are discovered to have made any transactions directly with buyer or seller that were originated on our system you will be immediately deleted from the system without warning. If you don't have the moral integrity or enough business sense to realize that TSB will be a much more sustainable avenue for future business, versus one or two deals that you perform outside of the system, your dismissal from the system is likely inevitable for one reason or another. Solicitation of such conduct, by buyer or seller, is expected to be reported to TSB and will be rewarded with a waiver of finder's fee on your next stone purchase.

Delivery

We reserve the right to automatically include delivery, by our method of choice, on a per transaction basis as we deem appropriate. We are not liable for breakage or any damage to anything as a result of any type of mishap during transit. TSB may use a delivery service for our deliveries and any pertinent issues need to addressed with that corporation directly. Deliveries by seller or buyer are the responsibility of the owner of delivery vehicle and adequate insurance is expected, in good faith, to be carried, though TSB does not interview or qualify matters of the sort with its members so sellers should make it known ahead of time if they do not carry that type of insurance. If a piece that has already been paid for breaks at any point or time after it has been loaded to be moved to another location we do not offer any discounts or refund of our fees. Replacement cost of piece would typically be the responsibility of the transporting company. Any courtesies are up to the seller but seller is not held responsible after the transporting vehicle has been loaded, unless seller is also delivering said piece. Any piece that gets damaged or broken while being loaded from its purchased location onto the transport vehicle is considered the responsibility of the seller until the delivery vehicle has left the seller's property. Proper business etiquette would include timely notice if delieveries are running late or canceled.

Expiration of Requests

Requests will automatically expire after five business days. Resubmitting a request from the 'Stuff I'm Searching For' page will start the clock over again and will expire after five additional days. You will only be allowed to change the distance details of the request.

Changing Your Response

In the event that you have already responded to a request you may resubmit any necessary changes as long as the piece has not been agreed to or in effect purchased by the action of clicking the buy it button, by the buyer who initiated the request. If a response has already been agreed to and effectively purchased and the seller changes response, unless it is in the buyer's favor, **we strongly recommend this be noted in the feedback profile of the seller.**

Viewing a Piece

If you have specific aesthetic requirements for your stone we always recommend that you select the "I want to view the piece" option on the request page and go meet the piece. You must first purchase the piece you wish to view prior too receiving the seller's contact info,

sorry “them’s the rules”! Please review our refund policy below to ease any concerns about this policy.

Our Refund Policy

If you do not like the piece purchased after viewing it in person, you just need to let us know and your full payment will be issued to you by the same means it was issued to us within 24 hours. The purchased piece must be approved or denied prior too leaving the seller’s property. Once the piece has left the seller’s premises, this constitutes acceptance. We do not issue refunds of our fees for reasons of personal politics or ill feelings from the buyer toward the seller or visa versa. You must be prepared to buy from or sell to any qualified member of our system or select your status as buyer only upon signing up.

Holding Piece After Replying to Requests Giving Buyer Ample Opportunity to Purchase

There is no guarantee or warranty that an offered piece will be held for buyer while the purchase is contemplated, though we do ask that our sellers hold said piece for 48 hours, once a seller’s response has been issued. Piece is subject to being released immediately if TSB’s e-voice has not been paid in full within 48 hours of acceptance. **Piece will not be delivered or released without payment in full to TSB, at least 24 hours prior too date of exchange.**

Our Liability vs. Your Liability

TSB is strictly a brokerage service and does not represent or qualify members in any way. TSB and the system are designed as a service intended to locate a piece of stone that suits the needs of a buyer, however we cannot guarantee it. We cannot be held liable in any way for any thing under any circumstances should the piece you are seeking not turn up. TSB is not in any way responsible for the locating, approval, fabrication, pick up and delivery of or quality of stones located. Fabrication or delivery of piece are not to be presumed as included in this transaction and are entirely up to buyer/seller to make arrangements for.

Liability In the Event of Accident, Injury or Death

We cannot assume any liability whatsoever in the misfortunate event of anyone getting hurt in any way during any course of action while conducting business that was brought about by the use of TSB system. We are merely the virtual conduit between buyer and seller.

The System And Your Use of It

There may be times when the system goes down for any number of unforeseeable reasons or we may be uploading upgrades, temporarily disabling the system disallowing access to the system. We cannot assume responsibility or reimbursement for any losses or damages, of any kind, to or resulting from, the unavailability of the system.

Arbitration

Any issues that arise between buyer and seller are not to be considered our obligation to arbitrate. We will make every reasonable effort to help resolve any discrepancies. Any legal action or expense required, be it by plaintiff or defendant, is to be handled and paid for by

each party. TSB will have no responsibility in paying or reimbursing legal fees or legal representation of any kind.