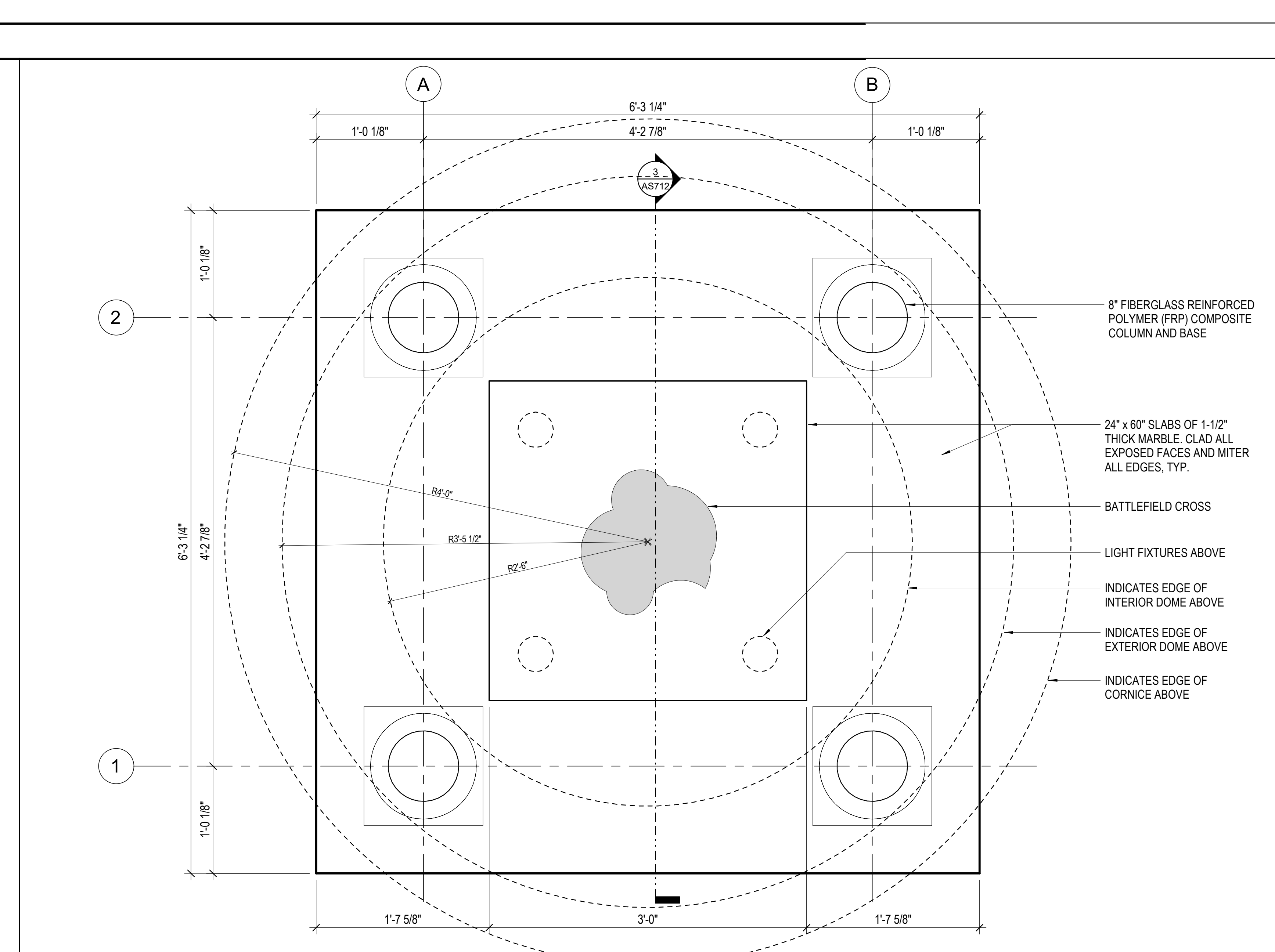
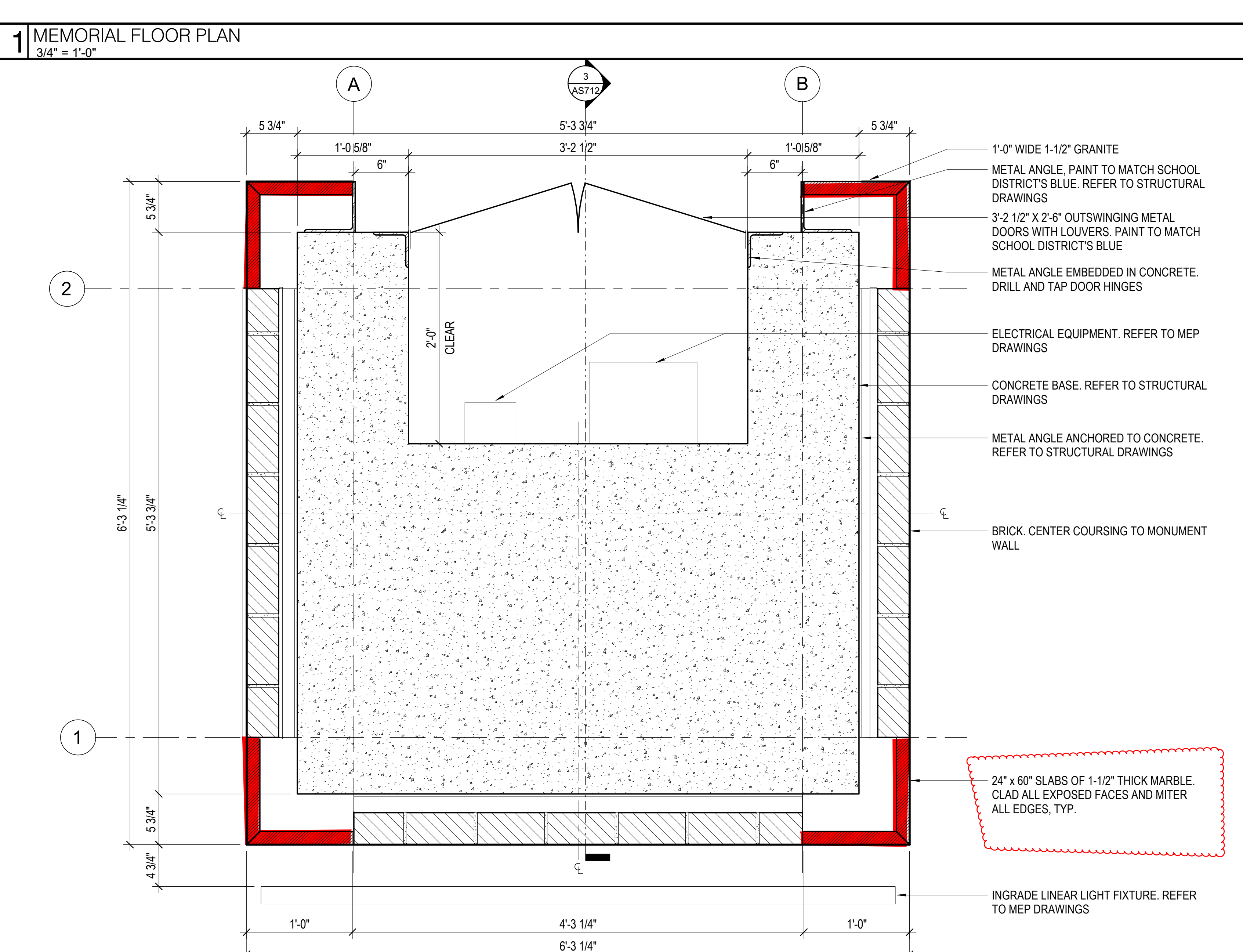
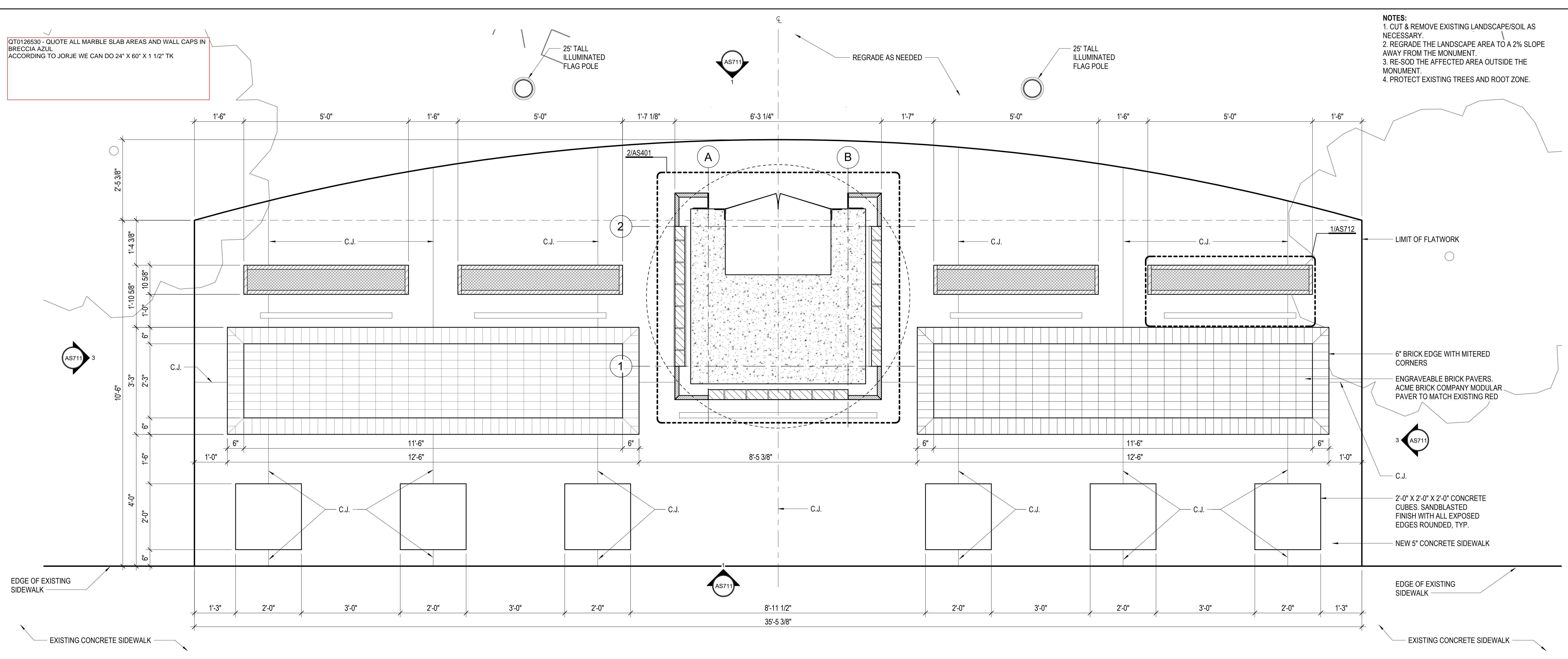


CLIENT		
SOUTH SAN ANTONIO ISD		
DATE	PROJECT NUMBER	
2022/01/17	P2139500AR	
DRAWING HISTORY		
No.	Description	Date

ISSUE FOR REVIEW
BUILDING NUMBER

ARCHITECTURAL FLOOR PLANS



QT0126530 - QUOTE ALL MARBLE SLAB AREAS AND WALL CAPS IN BRECCIA AZUL ACCORDING TO JORJE WE CAN DO 24" X 60" X 1 1/2" TK

NOTES:
1. CUT & REMOVE EXISTING LANDSCAPE/SOIL AS NECESSARY.
2. REGRADE THE LANDSCAPE AREA TO A 2% SLOPE AWAY FROM THE MONUMENT.
3. RE-SOD THE AFFECTED AREA OUTSIDE THE MONUMENT.
4. PROTECT EXISTING TREES AND ROOT ZONE.

24" x 60" SLABS OF 1-1/2" THICK MARBLE. CLAD ALL EXPOSED FACES AND MITER ALL EDGES, TYP.



DISCIPLINE

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CLIENT SOUTH SAN ANTONIO ISD

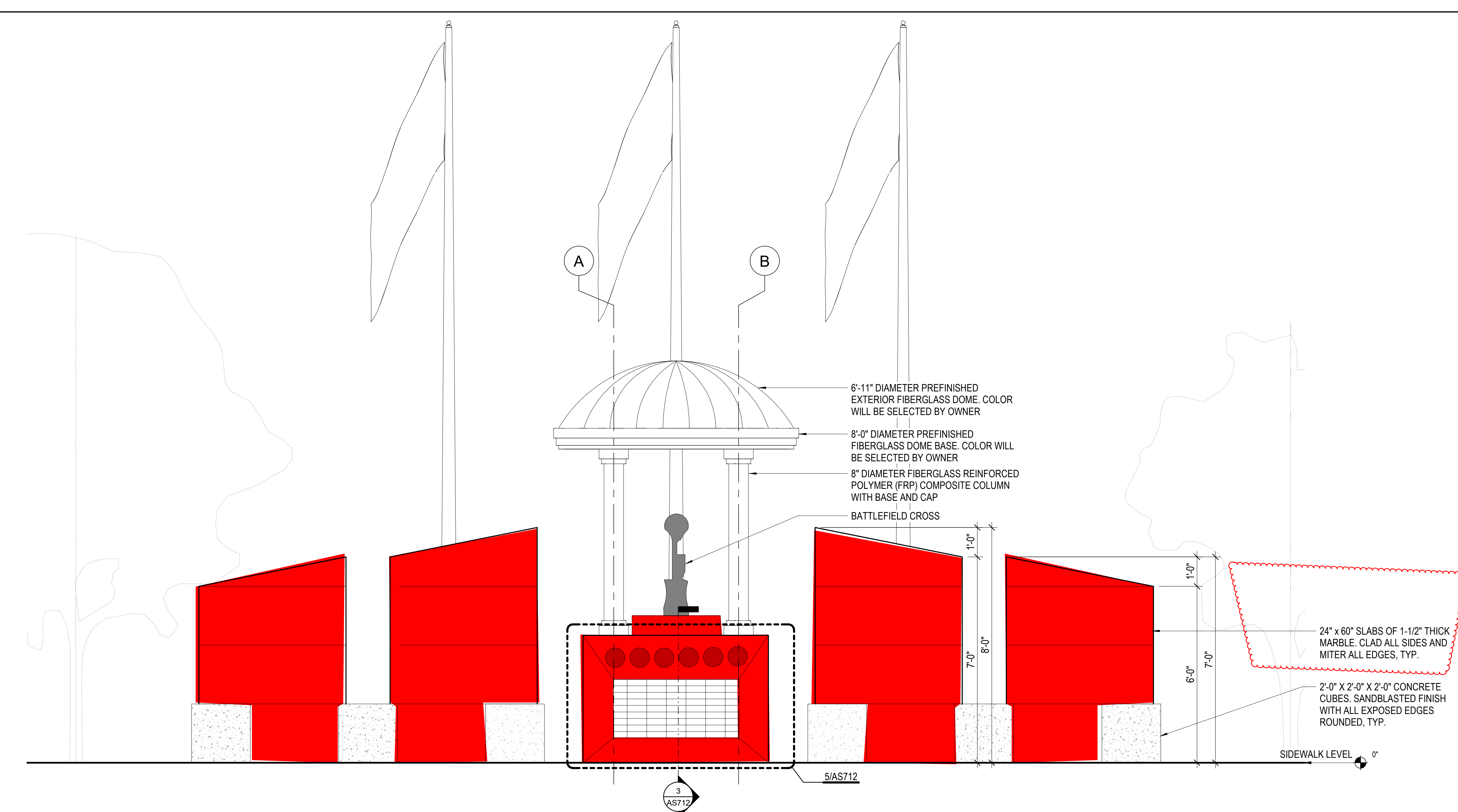
DATE 2022/01/17	PROJECT NUMBER P2139500AR
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DRAWING HISTORY

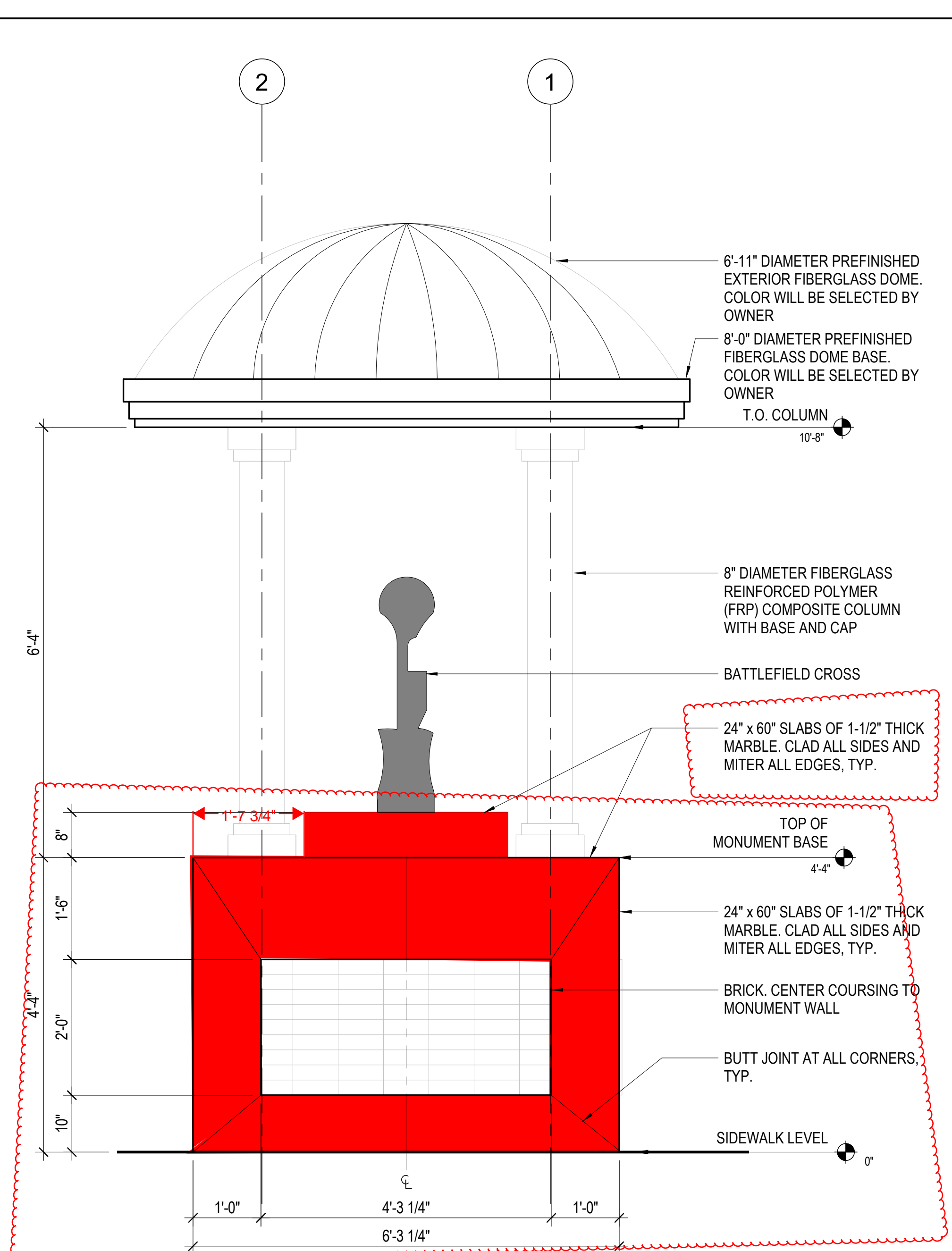
No.	Description	Date

ISSUE FOR REVIEW

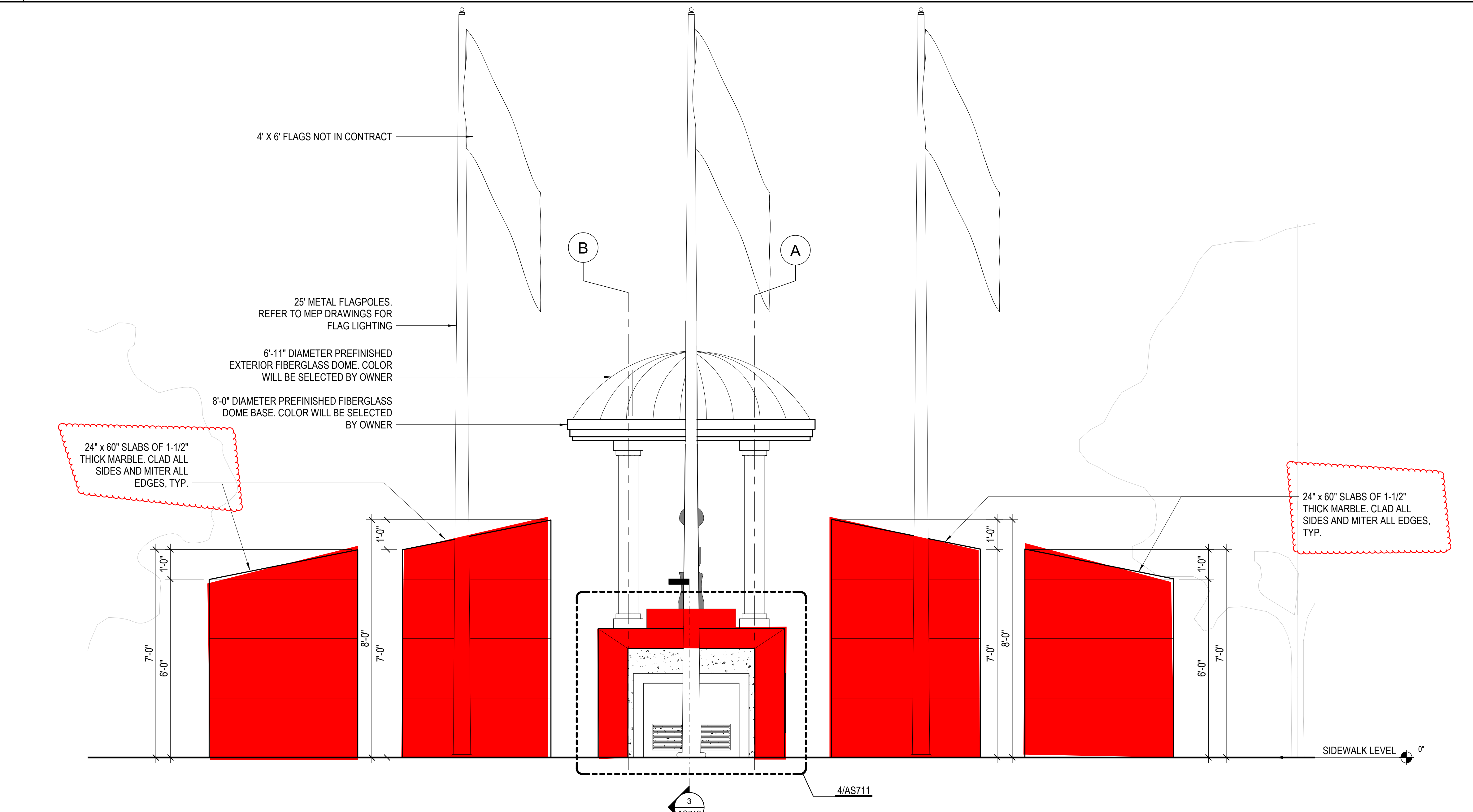
MONUMENT ELEVATIONS



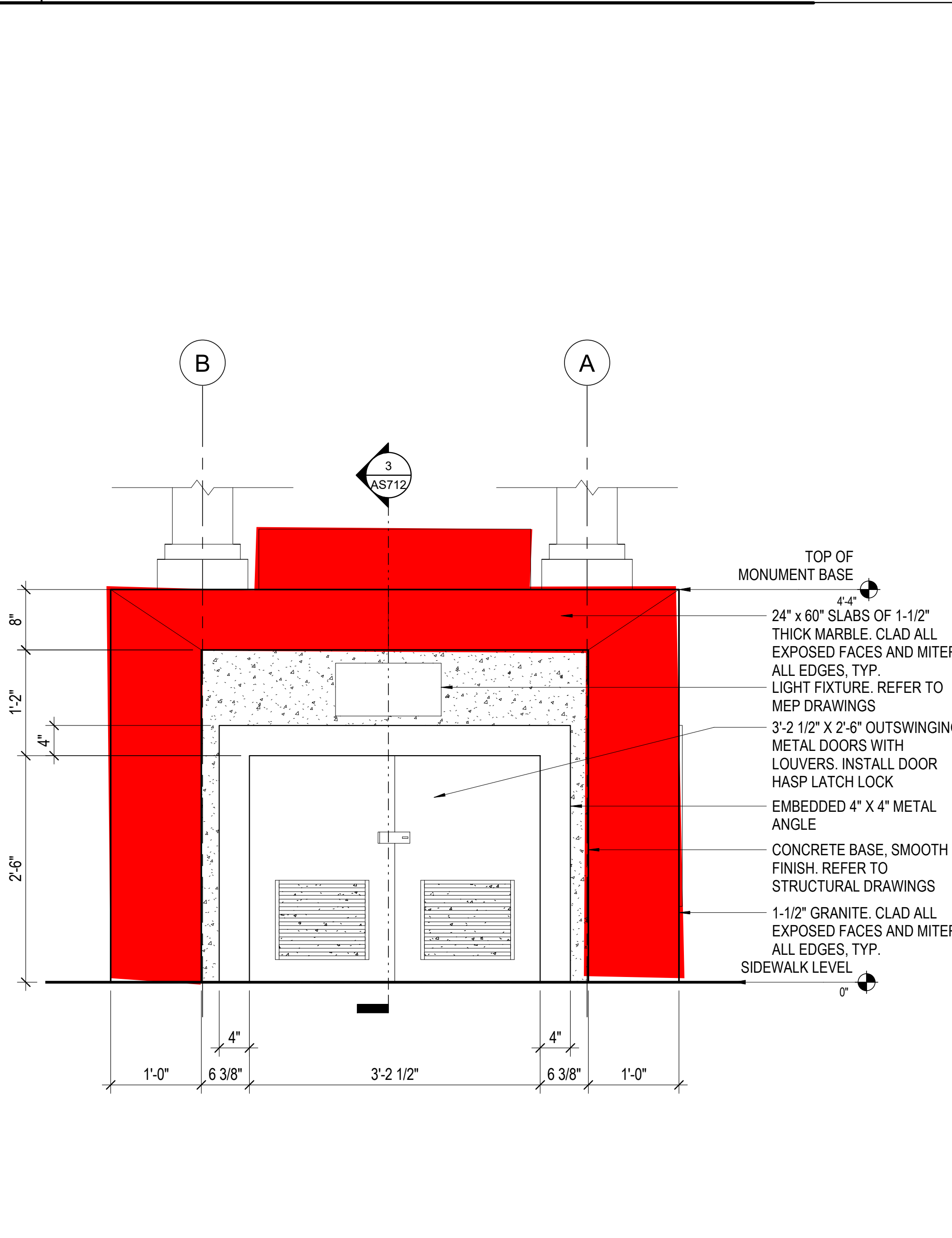
1 SOUTH ELEVATION
1/2" = 1'-0"



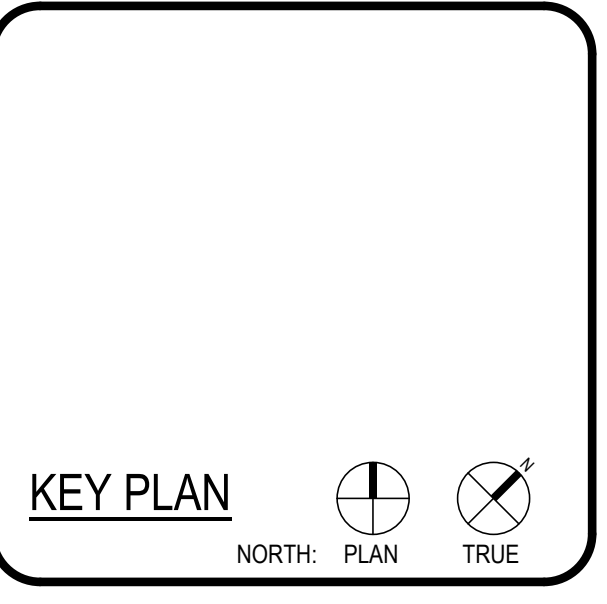
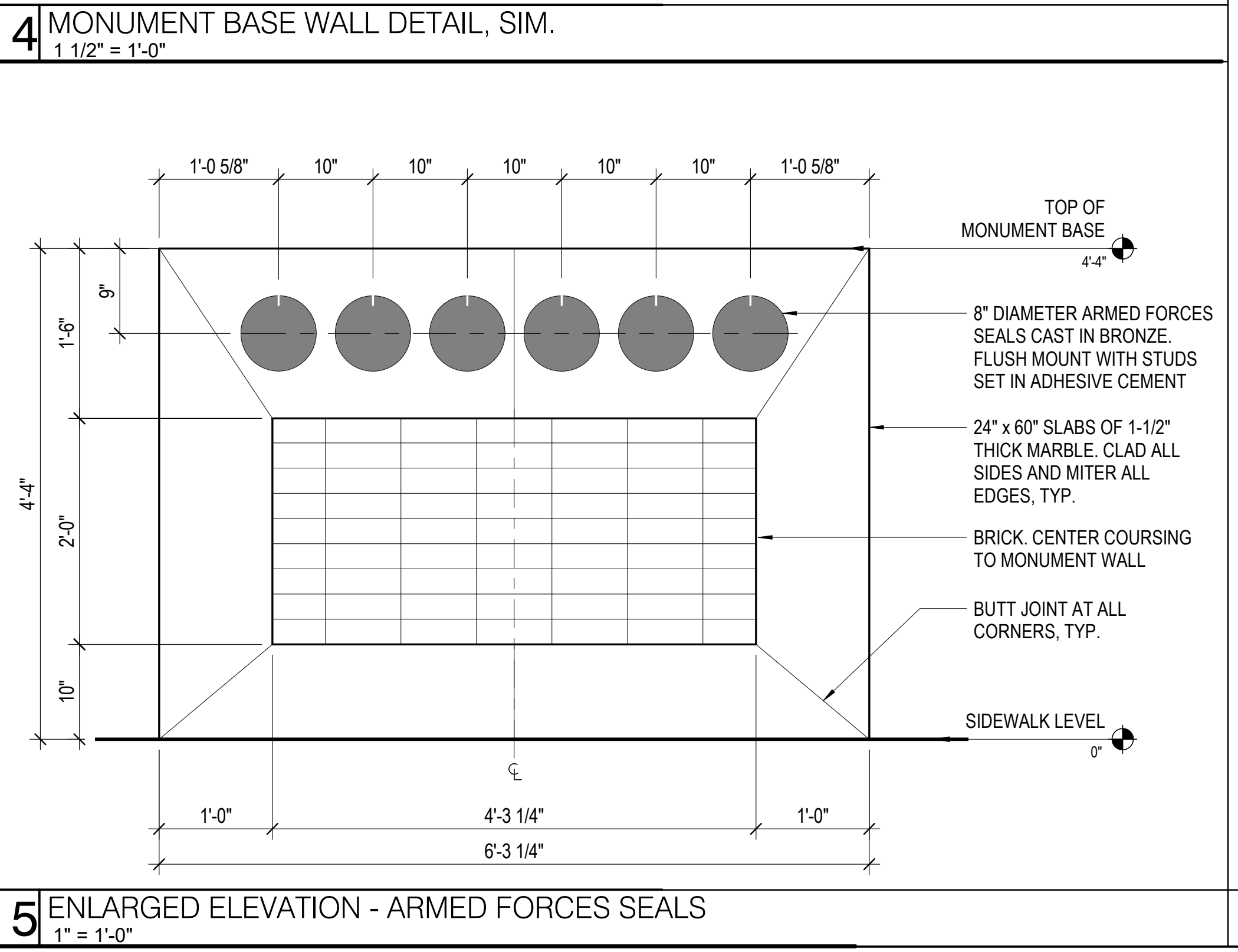
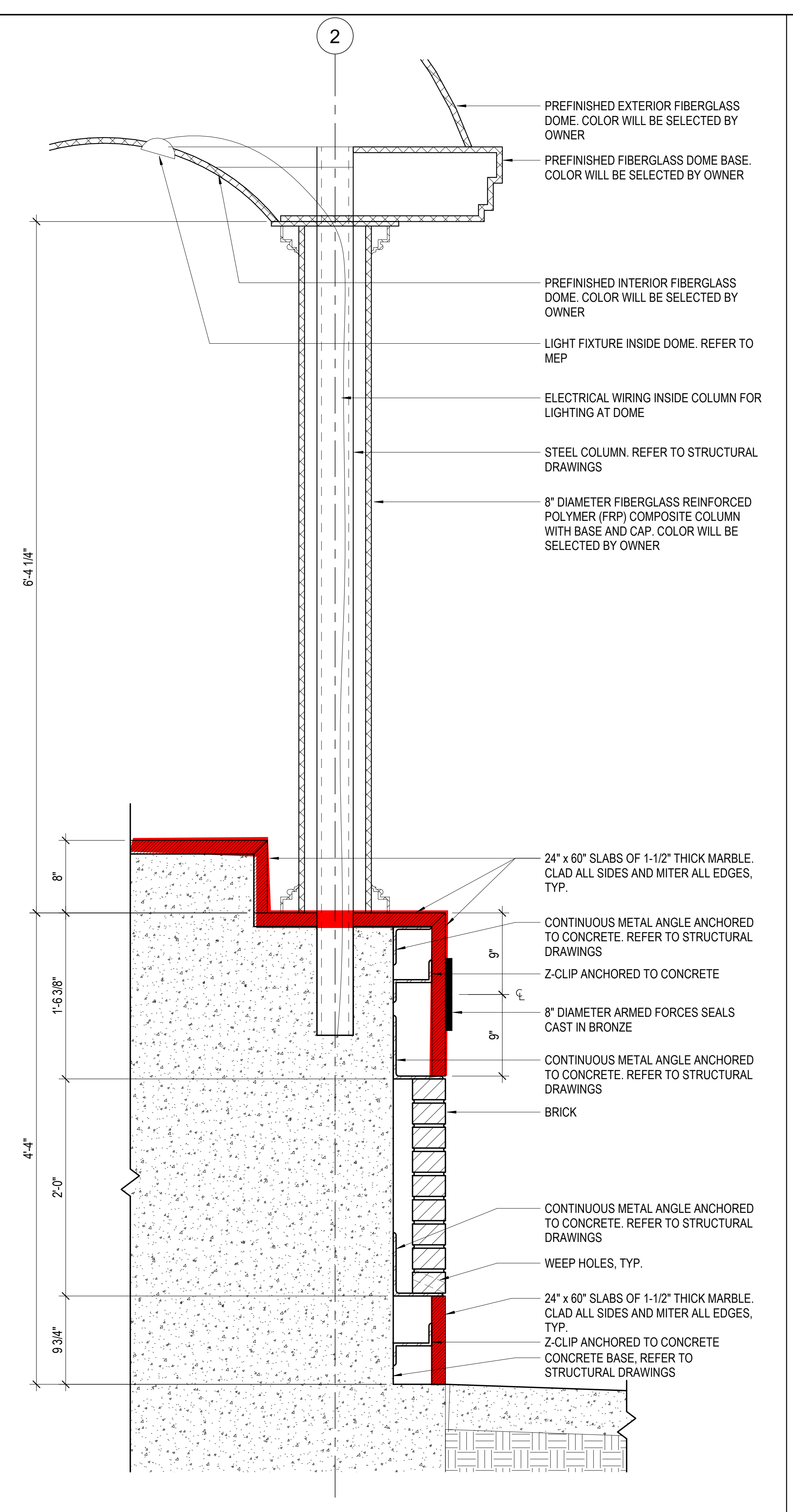
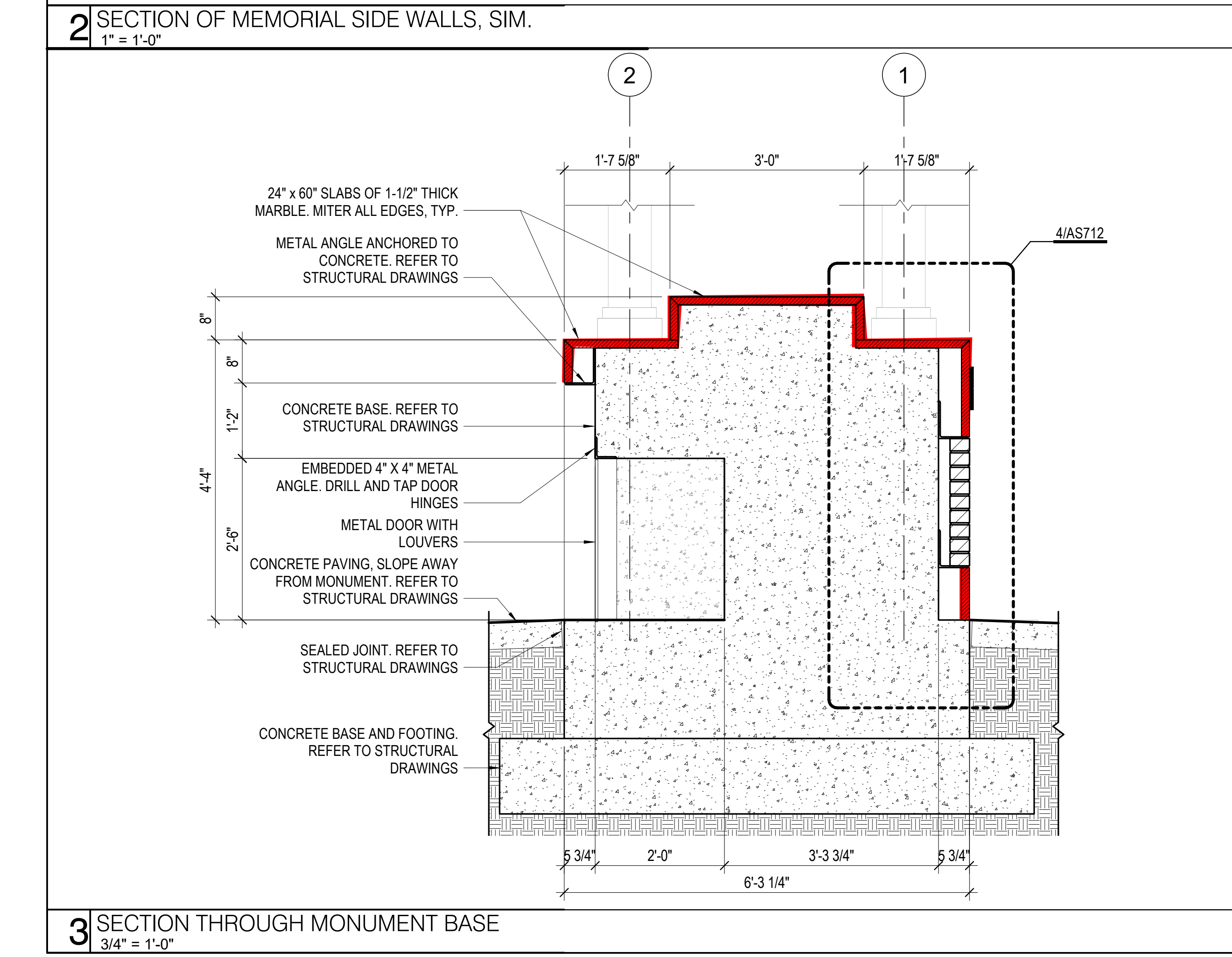
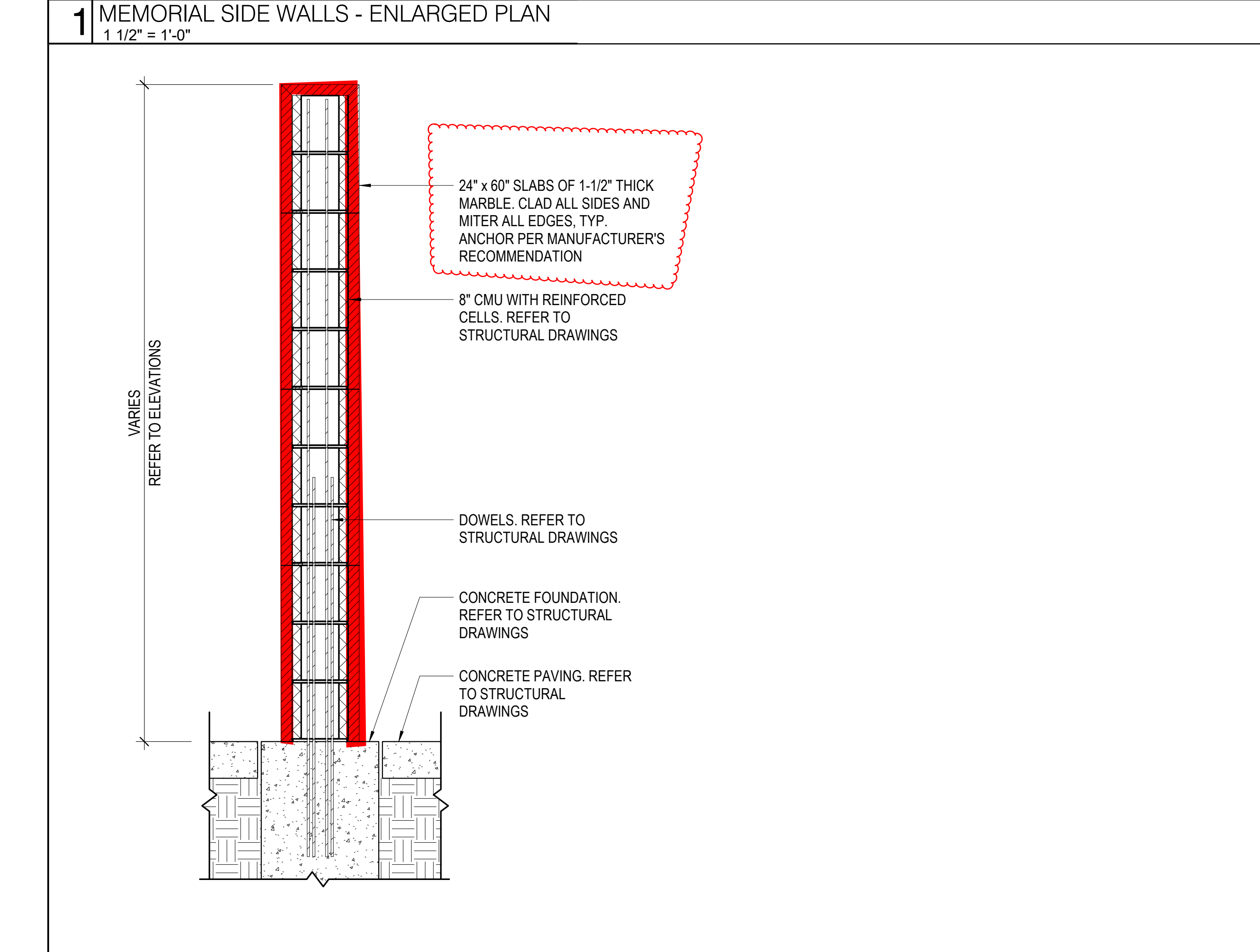
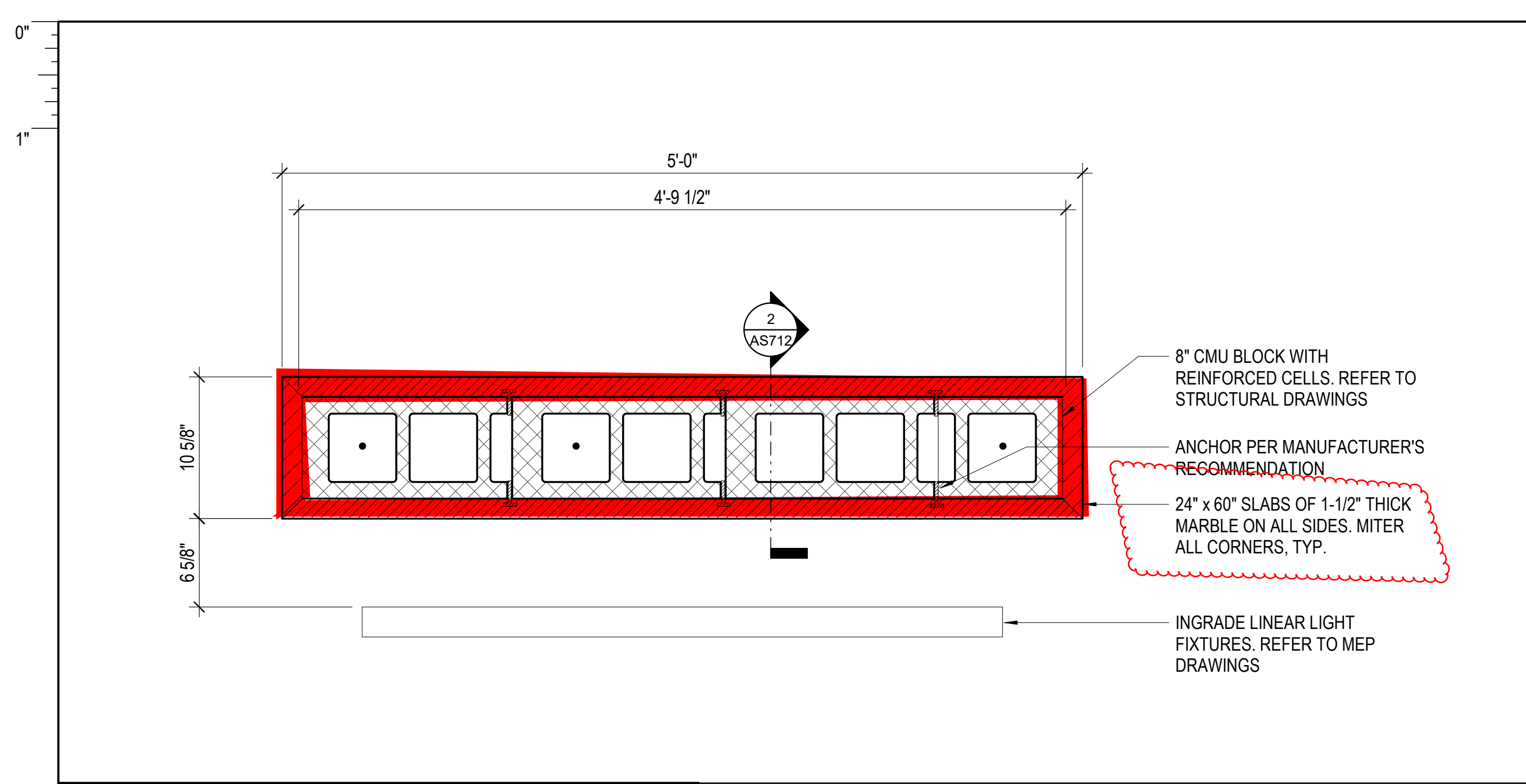
3 WEST ELEVATION, SIM.
3/4" = 1'-0"



2 NORTH ELEVATION
1/2" = 1'-0"



4 NORTH ELEVATION - MONUMENT BASE
1" = 1'-0"



DISCIPLINE

CIENT SOUTH SAN ANTONIO ISD
DATE 2022/01/17 PROJECT NUMBER P2139500AR
DRAWING HISTORY

No.	Description	Date

ISSUE FOR REVIEW
BUILDING NUMBER

DETAILS



5424 Broadway
 SAN ANTONIO, TX 78209-
 Phone: (210) 785-2048

Quote

Quote Date Feb 9, 2022	Page 1
Customer No PBK15	Quote No. QT0126530

Sold To:

PBK ARCHITECTS
 601 N.W. LOOP 410, STE 400
 SAN ANTONIO, TX 78216

Ship To:

PBK ARCHITECTS
 601 N.W. LOOP 410, STE 400
 SAN ANTONIO, TX, 78216

 ANDREA TEJEDA
 (210) 829-0123
 ANDREA.TEJEDA@PBK.COM

Ship Via:

Description VETERANS MEMORIAL MONOLITH	PO Number VETERANS MEMORIAL MONO	Customer No. PBK15	Salesperson Terri Pace	Terms DUE UPON RECEIPT MML W/H
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Description	Qty.	UOM	Unit Price	Order Amount
Breccia Azul Polished Custom Flatwork--24" X 60" X 1 1/2" approx 50 slabs required (500 sqft) per drawings estjm	50	EACH	842.00	42,100.00
				42,100.00
DEPOSIT REQUIRED:				\$22,786.63

Comments: Pricing valid for 30 days. Freight Pricing valid for 30 days. Credit Card payments will be subject to a 3% administrative fee. Any modification, alteration, use or installation of the product shall constitute unconditional acceptance of the product.	Estimated Weight:	9,400.00		
			Subtotal	42,100.00
			Total sales tax	3,473.25
		Total order	45,573.25	

MATERIALS MARKETING, LTD.'S TERMS AND CONDITIONS OF SALE

Materials Marketing, Ltd. (also known as MML) fabricates and distributes custom tile and stone products whose inherent natural characteristics and variances help form the material's unique beauty. In placing this order, Buyer understands and accepts the following terms and conditions of sale:

1. **PRODUCT QUALITIES:**

a. **DIMENSIONS:** All material dimensions given for custom tile and stone are nominal in size. The industry standards to which MML holds itself allow variances in stone flatwork ranging from +/- 1/16" for a total of 1/8" for any given piece, and variances in architectural products ranging from +/- 1/4" for a total of 1/2" for any given piece, depending upon stone type and size.

b. **STONE SAMPLES:** Samples of stone products provided by MML are taken from the quarries where the stone is being quarried, and are intended to provide a general reference of the color, veining, pitting and other natural characteristics presently being produced by the quarry for that product. Buyer acknowledges and agrees that, due to the natural qualities of stone and the inability of a small sample to accurately depict the total variation that may occur within a stone type, the finished products furnished by MML may vary in one or more characteristics from the original sample.

c. **TILE SAMPLES:** As with stone products, Buyer acknowledges and agrees that some tile products will naturally vary in color, finish or other characteristics from samples received, and that the characteristics of a small sample cannot accurately represent the total variation that may occur within a given tile product.

d. **IMPERFECTIONS:** Naturally occurring variations in color, tone, finish and other characteristics are not considered imperfections. Chips, pop-outs, cracks or blemishes are especially characteristic of hand-molded or hand-glazed tile and hand carved natural stone, and may not be considered imperfections.

e. **BLENDING:** Prior to installation, Buyer must view and make accommodations for the overall range of characteristics present in the material received to ensure an even blending of size, tonality and color.

g. **SCRATCHING:** With all tile and stone surfaces, some wearing or scratching may occur over time. Buyer should exercise care when selecting materials to select the proper material for Buyer's application.

h. **ACIDS:** Acids in food, cleaning products and other substances may cause staining or etching if allowed to remain on a tile or stone. Buyer's proper sealing of the material and prompt cleaning of spills should minimize this occurrence.

i. **SEALING:** **MML RECOMMENDS THAT ALL STONE, WHETHER FOR EXTERIOR OR INTERIOR APPLICATIONS, BE PROPERLY SEALED AND MAINTAINED ON A REGULAR BASIS.**

2. **INSTALLATION:** MML recommends that all tile products be installed according to the specifications, standards, guidelines and recommendations contained in the current Handbook for Ceramic, Glass and Stone Tile Installation published by the Tile Council of North America. MML recommends that all marble and architectural stone products be installed according to the specifications, standards, guidelines and recommendations established and recommended by the Natural Stone Institute. With respect to all other products, MML recommends that Buyer follow the recommendations and standards, if any, provided by the manufacturer of such products. **MML is not responsible for installation of any material and assumes no liability for any defective or improper installation of any product.**

3. **SPECIFICATIONS:** Buyer is solely responsible for the accuracy and completeness of all material dimensions, quantities and plans/specifications submitted to MML. Accordingly, MML recommends that Buyer and/or its representative thoroughly review the dimensions, quantities and other specifications contained in MML's quote. MML recommends Buyer order additional stone quantities for allowances made for any inherent or unforeseen coverage needs based upon the material application and installation. MML cannot guarantee that future orders for tail-outs or additional quantities for overages will exactly match the original order, and MML will not accept returns or partial quantities from overages or other excess materials.

4. **ARCHITECTURAL STONE FIELD MEASUREMENTS:** Unless otherwise expressly stated in the quote and/or order, Buyer is solely responsible for providing all field measurements.

5. **ARCHITECTURAL STONE SHOP DRAWING APPROVALS:** MML will submit shop drawings to Buyer for prompt review and approval prior to fabrication of custom stone products. MML's shop drawings will show general stone detail for fabrication based upon information in MML's quote. Shop drawings will not include the methodology of attachment or installation. Shop drawings not approved and returned by Buyer and/or Buyer's representative within the time set identified on the first submittal shop drawings may result in a revised delivery time that will reflect MML's current production schedule and may further be subject to surcharges for rising costs of production, labor, material costs and/or currency exchange rates. The quoted purchase price includes architectural/design fees for one submittal and up to one resubmittal set of shop drawings. Buyer is solely responsible for the cost of any additional submittals of drawings at the rate of \$50.00 per hour.

6. **MATERIAL MODIFICATION/CHANGE ORDER FEE:** Any modifications to the design, quantities and/or materials requested by Buyer after MML's receipt of the signed quote and/or order is subject to a material modification fee in addition to any additional cost of the changed work, even if the modification results in a reduction in scope of the original quote. MML may, at its sole option, treat any failure of Buyer to approve the requested modifications and fee within five (5) business days of Buyer's receipt of the modified documents from MML as an authorization for MML to proceed with the work set out in the original quote.

7. **RETURN/CANCELLATION:** **WITHOUT EXCEPTION, CUSTOM TILE AND/OR STONE PRODUCTS ARE NOT SUBJECT TO CANCELLATION OR RETURN FOR ANY REASON ONCE THE ORDER IS ACCEPTED BY MML. For sales of all other eligible products, only product returned to MML at its corporate warehouse within thirty (30) days of the date of purchase may be returned for credit or refund, less a restocking fee of not less than twenty-five percent (25%) of the original purchase price, subject to inspection and acceptance by MML, provided that the non-custom product has not been altered, damaged or installed in any way. Any ALTERATION, DAMAGE OR INSTALLATION OF THE PRODUCT SHALL constitute ACCEPTANCE OF THE PRODUCT BY BUYER.**

8. **INSPECTION:** All products must be inspected by Buyer immediately upon delivery. All claims for defects, deficiencies, variances or otherwise must be reported to MML in writing within five (5) business days of the date of delivery. **Any failure to report a claim from Buyer in writing within this period and/or any modification, alteration, use or installation of the product shall constitute unconditional acceptance of the product and a conclusive waiver of all claims related to the product received.**

9. **SHIPMENTS; TRANSFER OF RESPONSIBILITY FOR PRODUCT:** The delivery or completion date specified in the order is approximate only and unless otherwise expressly stated time is not of the essence for delivery or completion. Any quotes provided for freight charges are only valid for thirty (30) days and are subject to change thereafter. MML will endeavor to deliver the products or complete the services by the date or dates agreed between the parties but the Buyer shall not be entitled to refuse delivery on account of any delay. Responsibility for the care, custody and control of the product transfers to Buyer upon delivery to the place where Buyer and/or Buyer's representative receives possession of the products. Buyer assumes responsibility for placement and storage of the product on a level site to reduce risk of damage and for all damage to product for any reason after delivery including, but not limited to, internal movements of the crates around the jobsite or location, failure to properly secure the location.

10. **SHIPMENT MODIFICATIONS:** Requests for partial shipments, additions or modifications of products and/or changes to the delivery location, as well as any delay by Buyer of product production or delivery, will result in additional freight fees, sales tax adjustments and/or other costs for which Buyer will be solely responsible.

11. **STORAGE FEES:** MML will store the product at its storage facilities free of charge for a period of one hundred twenty (120) days from MML's invoice date. MML shall impose a monthly storage fee of 2% of the value of the product maintained by MML at its storage facilities in excess of one hundred twenty (120) days.

12. **BACKCHARGES:** MML shall in no event be responsible to Buyer or third parties for claims, offsets or backcharges, and Buyer shall have no right to offset such charges against the contract price, for any defect, deficiency or delay in its product unless MML expressly agrees to consent to such claim, offset or backcharge in writing after first having received Buyer's prompt written notice of its request for same and all supporting documentation within the period set forth in Section 8 above.

13. **TAXES; TARIFFS; DUTIES:** Unless otherwise indicated, prices are exclusive of all city, state and federal taxes, national and international tariffs, duties and other assessments. Any taxes, tariffs, duties or other assessments which MML may be required to collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products covered hereby, shall be for the account of Buyer and Buyer shall promptly pay the amount thereof to MML upon demand.

14. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES:** To the exclusion of all other warranties that may be applicable to MML's products by the laws of the State of Texas or OTHER JURISDICTIONS AS APPLICABLE OR otherwise, and subject to the other provisions of THE ORDER AND these Terms and Conditions, MML warrants its products as follows: WITH RESPECT TO PRODUCTS MANUFACTURED BY MML, Upon receipt of written notice from Buyer of the existence of any materially defective workmanship in MML's product within 90 days from the day of delivery of the product (the "Warranty Period"), and upon confirmation of the existence a warranty condition and Buyer's compliance with all of its obligations under these Terms and Conditions, MML will repair the defective product or deliver a replacement product without additional cost to Buyer, or refund any monies previously paid by Buyer for the defective piece of product, at MML's option, without further liability or obligation to Buyer. MML's SOLE liability under this warranty shall be limited to repairing or replacing the products furnished by MML only, and shall in no event involve repairing or replacing any other materials or work performed by others or for any consequential or incidental damages claimed by Buyer. For products not directly manufactured by MML, MML will pass through directly to Buyer any and all warranties provided by the actual manufacturer of the product, and Buyer's rights, remedies and warranties as they relate to such products shall be limited to that provided by the manufacturer. Expressly excluded from MML's warranty coverage are naturally occurring variances in color, texture and finish of stone, any ISSUES RELATING TO THE Installation OF ANY PRODUCT, and any conditions caused or contributed to in whole or in part by Buyer's modifications thereto, abuse, neglect, extreme weather conditions, improper or inadequate maintenance, the application of any sealant or SIMILAR PRODUCT, the failure to properly and timely mitigate any damage thereto and/or normal wear or tear under normal usage. WITH RESPECT TO PRODUCTS MANUFACTURED BY MML, MML's warranties run to Buyer only, and are not assignable. IN ADDITION, ANY WARRANTIES THAT PASS THROUGH TO BUYER RUN TO BUYER ONLY AND ARE NOT ASSIGNABLE. **MML makes no other warranty, representation or guaranty, whether express or implied, including without limitation the implied warranty of merchantability or fitness for any particular purpose, OR ANY OTHER REPRESENTATION, GUARANTEE OR WARRANTY THAT MAY OTHERWISE BE APPLICABLE TO THE PRODUCT AND SERVICES PROVIDED BY MML HEREUNDER that extend beyond the scope of the warranty expressly set forth herein. All warranties hereunder become valid and enforceable only upon Buyer's full and timely payment of the purchase price and compliance with all Terms and Conditions. IN NO EVENT SHALL MML BE RESPONSIBLE OR LIABLE FOR ANY PROBLEMS OR ISSUES ARISING FROM IMPROPER OR SUBSTANDARD INSTALLATION OF THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY DAMAGES OR DELAYS ARISING THEREFROM.**
15. **LIMITATION OF LIABILITY:** IN NO EVENT IS MML LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, OR ANY PRODUCT OR SERVICES PROVIDED HEREUNDER. MML'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES SUSTAINED BY BUYER ARISING OUT OF THE ORDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT UPON WHICH LIABILITY IS FOUNDED.
16. **FORCE MAJEURE:** Excepting only Buyer's payment obligations under the order and these terms and conditions, neither party shall be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to any cause beyond its reasonable control, including strikes, labor disputes, delays in supply or shipping from third parties, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, loss and destruction of property or any other circumstances or causes beyond such party's reasonable control.
17. **PAYMENT TERMS:**
- § A deposit of 50% is required for this order. Direct shipments and/or special order items, 100% prepayment is required.
 - § Balance due upon receipt of product at MML's warehouse.
 - § Subject to credit approval, paid balance due within 30 days from receipt of Invoice.
 - § Credit card payments will be subject to a 3% administrative fee.
- Unless otherwise expressly provided herein, payment to MML is due within the period stated on the order at the offices of MML in Bexar County, Texas. Past due account balances are subject to interest/service charges at a rate of 1.5% per month. Any failure of Buyer to make full and timely payment to MML as required shall constitute a material breach of these terms and conditions. For purposes of this section, Buyer shall be defined to include the person or entity who ultimately received the product or products subject to the order relating to these terms and conditions.
18. **GOVERNING LAW; JURISDICTION:** The order shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal action arising out of or related to the order or these terms and conditions or the matters contemplated hereunder shall be instituted exclusively in Texas, the County of Bexar, and each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens. Buyer hereby acknowledges that this agreement is executed and performable in Bexar County, Texas.
19. **ENTIRE AGREEMENT:** These terms and conditions, and the orders and/or quotes referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof.
20. **ORDER OF PRECEDENCE:** In the event of conflict, these terms and conditions will prevail over any order or quote relating to these terms and conditions, except to the extent that such amending document specifically references the conflicting section of these terms and conditions and clearly states that the amending document will have precedence and such document is signed by an officer of MML. All pre-printed or standard terms of Buyer's purchase order or other business processing document shall have no effect and shall not be binding on, or enforceable against MML, and the terms and conditions herein shall control.
21. **ATTORNEYS' FEES:** In the event that MML institutes any legal suit, action or proceeding arising out of or relating to this agreement, or prevails on any action brought by Buyer, MML shall be entitled to its reasonable costs and attorney's fees.
22. **ASSIGNMENT:** This order and Buyer's duties hereunder may not be delegated or assigned by Buyer without MML's written consent, and any assignment attempted without such consent shall be void and shall effect, at MML's option, a cancellation of all of MML's obligations hereunder. MML may assign this order and its interest therein without the consent of Buyer.
22. **BUYER'S OBLIGATION UNCONDITIONAL:** Buyer's payment obligations hereunder are unconditional and shall in no way be subject to any delays or other disputes that may exist with any supplier, contractor, vendor, installer, or owner regarding any project for which the product is intended to be installed. Buyer further acknowledges and agrees that the payment obligations hereunder shall also extend to, and be enforceable against, all end users of the product, including but not limited to any owner of the premises on which the product is installed, and that by executing the order Buyer is authorizing the end user to the obligations herein.
23. **PHOTOGRAPHY:** If Buyer is the property owner, Buyer agrees to allow a representative of MML to return to photograph the completed jobsite at a time convenient for both parties. Buyer acknowledges this is voluntary and will not receive financial compensation of any type associated with the taking or publication of images. MML will not publish or display any information revealing-in part or whole-the Buyer's identity or street address.

ACCEPTANCE OF THESE TERMS AND CONDITIONS AUTHORIZES MML TO PROCEED WITH PURCHASE OF MATERIAL, BLOCK EXTRACTION, SHOP DRAWINGS, FABRICATION AND/OR ALL OTHER RELATED SERVICES. IF ACCEPTED BY MML, THIS ORDER IS NOT SUBJECT TO CANCELLATION OR REDUCTION OF THE CONTRACT PRICE BY BUYER. Please make your purchase decisions accordingly.

BUYER ACCEPTANCE: _____ DATE: _____

PRINT NAME: _____

Quote Number QT0126530 Order Date:2/9/2022 Quote Total:45,573.25