

Terms and Conditions

Purchaser shall inspect and approve all cabinetry, ensuring same are square, level and permanently installed prior to Fabricator's taking field measurements. Purchaser will have sinks, faucets and cooktops at jobsite at time of measuring to avoid delays. Failure to comply with either of aforesaid conditions may result in additional charges per each return trip.

Purchaser shall have determined that cabinetry is adequate to support stone countertops and holds Fabricator harmless from any liability for damage to either countertops or cabinetry caused by failure to so determine. The cabinet support must have no deflection at all sink and range cutouts. "European Style" frameless cabinets require extra bracing across front at all cutout locations; Fabricator assumes no liability for cracking of countertop material installed on inadequately braced cabinets.

Purchaser acknowledges: 1) that natural stone materials vary in color, pattern, and texture, and that actual stone delivered may differ from samples; and 2) that problems in "matching" any stone can result from failure to order adequate quantities or pieces at the outset. Fabricator assumes no responsibility for any such problems caused by delayed or additional orders, and Purchaser acknowledges that additional stone, ordered later, may be more costly than had the desired pieces being fabricated from the original stone or its salvage. All countertops will be jointed as slab sizes allow and at the discretion of the Fabricator.

Purchaser acknowledges that Fabricator is supplying surfacing or facing materials, and releases Fabricator from all liability for cracking of or damage to such materials caused by settling of the subsurface, improper surface preparation, or other improper construction or the directed placement of materials contrary to the recommendation of Fabricator.

Interest shall accrue on unpaid balances at the rate of ten percent (10%) per day beginning the day after installation until paid in full. In the event it becomes necessary to refer the account to an attorney or collection agency for collection, Purchaser agrees to pay, in addition to the balance due on the account plus interest as set forth herein, all of the fees and costs of collection, including, but not limited to, Court filing and service fees.

Purchaser acknowledges that stone materials are porous by nature and, while somewhat resistant to staining and scratching, can be subject to stains and scratches. Stones used vary by composition and porosity, making prediction of their performance in residential and commercial settings difficult at best. Fabricator makes no warranties, express or implied, as to stain resistance, etch resistance or specific durability of the products installed. All slab stone countertop surfaces will be sealed with an industry-accepted impregnating sealer prior to installation to aid in resistance to staining, but Fabricator does not guarantee the effectiveness or longevity of the sealer or the stone.

This contract is not valid until signed by Purchaser and accepted by Seller. A fully executed counterpart will be returned to Purchaser after execution.

I have read and understand and agree to the above stated Terms and Conditions.

Print Name: _____

Signature: _____

Job Location: _____ Date Signed: _____

Tear Out Agreement

1. Some minor damage may be done to existing backsplashes, cabinets or wall covering during tear-out. Spartan Stoneworks is not responsible for this damage.
2. A substantial number of trips will be made from the outside work area to the kitchen. Please plan a path that you would like the installer to use, keeping in mind that the path must be of sufficient size, since they will be carrying large pieces of countertop material and cannot carry these items through tight corners.
3. While our service includes clean up, you should expect some dust to settle after the removal and installation of your countertops. Please be prepared to wipe up dust for a few days. To minimize the spread of dust in your home you may want to partition the work area from other parts of your home and turn off your air conditioning system.
4. The installer is prevented by law from reconnecting any plumbing or electrical work. Please contact your distributor or an electrician/plumber to arrange for this service.
5. We will not disconnect or reconnect any gas appliances, electrical wiring or water lines.
6. All items on top of the countertops to be tom out and all items that are in the lower portion of those cabinets must be removed by the consumer before the installer begins work.
7. Mirrors in bathrooms that are affixed to the wall and resting on or within 1" of the top of the existing backsplash or countertop must be removed by the client before tear-out.
8. The consumer should plan on being without the use of appliances for at least two days.
9. Spartan Stoneworks is not responsible for any minor twisting or scratching of existing appliances that could occur during tear out, rendering them unusable.
10. All countertop material will be considered trash and removed from jobsite. All appliances will be left at the jobsite unless you notify our office prior to tear out. Removal from the jobsite of any appliances will incur a disposal fee of \$150.00 per appliance, that amount to be due at time of removal.

Customer Approval – I have read and understand the above.

Print Name: _____

Date: _____

Signature: _____

Installation and Procedures

Before your new granite countertops are measured and installed, there are some important details you need to know. Please read all of the information enclosed in this packet carefully to ensure that you receive the best possible service and satisfaction with your stone countertops.

If You Are Remodeling:

- In order to obtain accurate measurements for your new countertops and/or backsplashes, all cabinets must be level. Spartan Stoneworks is happy to provide the names of companies that can complete any necessary adjustments.
- All connections must be cut off including plumbing, gas, and electrical, by a licensed professional. Spartan Stoneworks installation teams are not licensed to perform this work and do not want to damage your fixtures or jeopardize the safety of your home. In fact, we are prohibited by law from performing these types of jobs.
- If ceramic tiles are located above your countertop, the bottom few rows may need to be removed by a certified tile specialist.
- Spartan Stoneworks will inspect the structural integrity of your cabinets to determine their ability to support the new materials. Some work may be necessary to make the cabinets structurally suitable. This work is not included in the scope of our contract and you will need to make appropriate arrangements with a cabinet professional. Countertop installation cannot proceed until repairs are completed.

Appliances and Fixtures:

- Spartan Stoneworks associates are not trained to determine the suitability of specific fixtures or appliances. However, we will work with you and your supplier to help evaluate whether the components' size and characteristics fit with your granite countertops. Be sure to ask about compatibility before making a purchase.
- All cabinets must be installed on a true plane and level based on specifications established by the Natural Stone Institutes' *Dimension Stone Design Manual, Version VII*.
- All fixtures including sinks, cook tops, downdrafts, faucets, hot water dispenser, etc., that will be used in conjunction with or located adjacent to your countertops, should be available on the job site at the time of measurement to ensure proper suitability and accurate measurements.

About Your Installation:

- In some cases, sink and cook top cutouts and minor adjustments are completed after the countertops are installed, requiring our installation team to cut, grind, or polish the product in your home. The amount of dust that may result from this procedure varies; the work area as well as other areas of your residence may become saturated with natural stone dust. Spartan Stoneworks will reasonably prepare the work site to help minimize the amount of dust and we recommend that you cover or move any important items that may be affected by dust.
- The installation process will require the use of epoxies, silicones, and sealers. The odors that result from these substances may be offensive to some individuals. We recommend that individuals who are sensitive

to these types of fumes not be present during the completion of any work. Additionally, we recommend opening doors and windows for ventilation.

- All Spartan Stoneworks standard countertops are treated with a non-toxic impregnator before or at the time of installation to assist with long-term protection of the granite.
- Countertops will be leveled to adjoining tops; this may require the use of wood or plastic shims between the supporting structure and tops.
- All granite slabs are cut in straight lines with the use of a laser. If the walls are not in square, there may be a gap or noticeable space between the countertops and the wall.
- All plumbing, gas, and electrical connections must be disconnected by the installation date. Once the installation is complete, countertops will require a mandatory setting time of overnight, but optimally should be allowed to set for 24 hours before reconnecting utilities or installing any fixtures. Spartan Stoneworks will mount sinks and dishwashers and you are responsible for scheduling licensed professionals to reconnect fixtures and utility connections. We recommend waiting 48 hours before preparing food on your countertops to ensure that the sealant is fully absorbed and cures.

Any issues with fabrication or installation work must be brought to our attention in writing within 10 calendar days.