



Terms and Conditions

1. Purchaser shall inspect and approve all cabinetry, ensuring same are square, level and permanently installed prior to Seller'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 will result in additional charges per each return trip.
2. Purchaser shall have determined that cabinetry is adequate to support stone countertops, and holds Seller 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; Seller assumes no liability for cracking of countertop material installed on inadequately braced cabinets.
3. 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. Seller 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.
4. Purchaser acknowledges that Seller is supplying surfacing or facing materials, and releases Seller from all liability for cracking of or damage to such materials caused by settling of the subsurface, improper surface preparation (unless prepared by Seller), or other improper construction or the directed placement of materials contrary to the recommendation of Seller.
5. Interest shall accrue on unpaid balances at the rate of eighteen percent (18%) per annum 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.
6. Purchaser acknowledges that stone materials are porous by nature and, while highly resistant to staining and scratching, can be subject to stains and scratches. Seller makes no warranties, express or implied, as to stain resistance or imperviousness of the products installed. All slab stone countertop surfaces will be sealed prior to installation to aid in resistance to staining.
7. 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: _____