



Western Marble & Tile Ltd.
Granite • Marble • Quartz
Tile • Limestone • Slate

Customer Agreement

Congratulations on the purchase of your new countertops! We would like to provide you with some important information about preparing for installation, the installation process, stone care and maintenance, and stone warranty. Please review this document carefully and sign the last page to acknowledge your acceptance of the following terms and conditions.

1. Payment Terms

- a. Deposit
 - i. A deposit of 80% must be paid before the job is scheduled for templating.
- b. Final Payment
 - i. Final payment is due 48 hours prior to installation. This payment will be charged to your credit card, which your sales representative will put on file when you pay your deposit.
- c. Late Payment
 - i. Late payment will be subject to a charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year).
 - ii. Unpaid balances exceeding 90 days will result in the commencement of legal action to recover the outstanding amount plus interest, together with all attendant costs.
- d. All orders are final sale.

2. Customer Rights & Responsibilities

- a. Templating
 - i. One of the first steps in the process of installing your new countertops will be templating. We will send a templator to take measurements of your cabinets and walls to make sure that your countertops are cut accurately.
 - ii. Any additional special requests must be discussed with your sales associate prior to templating.
 - iii. Please ensure that the following conditions are met before our templator arrives:
 1. Coordination:
 - a. Please be on site to meet our templator.
 2. Cabinets:
 - a. Must be level and flat;
 - b. Must be permanently and securely installed;
 - c. Any cabinet work that can affect our measurements must be complete before we measure;
 - d. Existing countertops must be removed.
 3. Appliances & Hardware:
 - a. You have completed, signed and returned the Appliance Information Sheet to your sales representative;
 - b. All sinks, faucets, cooktops/ranges, soap dispensers, etc., are present at the jobsite for measuring. The final placement of these features must be determined;
 - c. Ensure that your final sink and faucet choice will fit into the existing cabinet;
 - d. Any receptacles that need to be cut into the stone must be installed;
 - e. If a cast iron undermount sink is used, it must be built into the cabinet by a cabinetmaker or carpenter before measuring can be done.
 4. Please disconnect:
 - a. All electrical appliances;
 - b. All plumbing;
 - c. Gas lines, if applicable.
 - iv. Templating should be completed in one appointment. Any additional appointments caused by a failure meet the above conditions may result in further charges to you.
 - v. You will need to sign off on any changes made to the original quote during templating.

- vi. Changes made after templating may result in a price increase and may delay fabrication and installation.
- b. Shop Drawings
 - i. After templating, please allow some time for us to generate a shop drawing that will detail the dimensions/shapes of the tops, location of the cutouts, edge detail with a section showing overhang, joint locations, color(s) and thickness of the material.
 - ii. We will review the shop drawings with you and verify the price of the work. Once you sign the Material Inspection Form, the job will go to fabrication. Any changes at this point will result in additional charges to you.
- c. Fabrication
 - i. Seams
 - 1. We will do our best to ensure that your job is cut as requested. Sometimes there are circumstances beyond our control where we will need to use our professional experience. We can assure you that we do the best job in the industry to keep seams to a minimum. We reserve the right of seam placement.
- d. Installation
 - i. Coordination
 - 1. Ensure that the installation date does not interfere with other work being done in your home (e.g. wood floors or tile being installed);
 - 2. Provide a safe, clear and unobstructed walking path to your home. The stone is very heavy and our installers need access from their trucks to your doorway;
 - 3. The installation area inside your home must be clean and items must be moved out of the installers way;
 - 4. Keep children and pets away from the installation area;
 - 5. Backsplashes should not be installed until the countertop installation is complete;
 - 6. We require at least 24 hours notice if you need to change your date. Last minute changes could result in additional charges to you.
 - ii. Cabinetry
 - 1. Empty lower cabinets;
 - 2. Ensure that cabinetry is adequate to support stone countertops;
 - 3. Ensure cabinetry is level, flat and permanently installed;
 - 4. Cabinet support must have no deflection at all sink and range cutouts;
 - 5. Note that "European style" frameless cabinets require extra bracing across front at all cutout locations;
 - 6. We hold no liability for damage to countertops or cabinetry caused by failure to meet the above requirements.
 - iii. Plumbing
 - 1. Disconnect sinks, disposals and faucets;
 - 2. We will "loose set" your self-rimming sink and have it ready for your plumber to mount and attach any clips, hardware and plumbing. It is his responsibility to clean and caulk;
 - 3. We will mount your undermount sink beneath the countertop, ready for your plumber to attach the plumbing. Please know that plumbing cannot be reinstalled the same day as your counters are installed. Wait 24 hours to allow the seam between the sink and the top to cure. Do not use plumbers putty for any sink or faucet installation. It is an oil based product that will darken light colored stones.
 - 4. We do not reinstall any plumbing, electrical or appliances;
 - 5. We recommend that you have a professional plumber reinstall your plumbing;
 - iv. Electrical
 - 1. If we are installing a full splash, you will need to remove the faceplates and pull the electrical outlet from the wall. If it is necessary to move any outlets, you will be informed, and it is your obligation to have them relocated prior to installation.
 - v. Appliances
 - 1. Disconnect all electrical appliances and gas lines (if applicable);
 - 2. Appliances should be present so we can check for correct fit;
 - 3. Cut in cooktops will be set loose in the countertop, ready for your appliance installer to mount and hook up. The cut out for your cooktop may be done after the new tops are installed. This creates some dust, but prevents unnecessary breakage;
 - 4. We do not reinstall any appliances.

- vi. Finishing
 1. Seams will be filled with a polyester material, colored to match the stone. We strive to match the stone as best as possible;
 2. We will caulk undermount sinks, backsplashes, and the areas between the stone and the cabinet and along walls and gables;
 3. Wait 24 hours for seams and caulking to cure before usage in these areas;
 4. It may be necessary to do some cutting on site. Do not expect to keep your cutouts, as they usually break during the cutting process. We do our best to minimize mess but keep in mind that countertop installation can be a messy process.
- vii. Waiver of liability
 1. We are not liable for any damage to countertop material caused by settling of the subsurface, improper surface preparation (unless prepared by us), other improper construction or the directed placement of materials contrary to our recommendation.
 2. While we will take all reasonable precautions, walls may be scratched or scribed during the installation process. You will be responsible for touch-ups. If any major damages occur, we will work with you to ensure all issues are remediated.
- e. Return trips
 - i. Any return trips caused by a failure to meet the above conditions may result in additional charges to you.

3. Characteristics of Natural Stone

- a. Limestone, marble and honed granite scratch and stain much more easily than polished granite. These stones require additional care.
- b. Each individual natural stone has its own distinct variations in color and markings. While samples are provided to assist you in your material selection, they only offer a general representation of the overall color and markings of each product and are not meant to be an exact replication.
- c. With polished granite and marble, any or all of the following natural characteristics may be present:
 - i. Fissures: these look like spider veins or cracks. We try to avoid large fissures by cutting around them. If it is necessary to reinforce a fissure, we will fill it with resin and/or reinforce it with steel rods on the backside;
 - ii. Beauty marks: these are natural mineral deposit concentrations that can be seen as intensified spots or lines of color, lack of color, or areas with compromised polishing ability;
 - iii. Pits: these are "pock marks" of various size on the surface of a slab which are the result of the tightness of the material grain and affect the material's ability to accept a polished finish;
 - iv. Variations in veining, color and movement. Materials referred to as "swirl" granites exhibit more of these natural occurrences.
- d. These natural characteristics usually pose no structural abnormalities to the stone. We reserve the right to refuse any natural stone lot that does not meet the highest quality standards, including shipments containing heavy pitting or markings, faded coloration, or excessive cracking. We are committed to only using the best-valued products for your countertops.
- e. If fissures, pits or the natural characteristics of stone are viewed as defects, you may want to choose granite that has less, or consider a different countertop material.

4. Stone Care & Maintenance

- a. Cleaning Granite
 - i. Correct care and cleaning preserves the natural highly polished look of stone. Generally speaking, you don't want to clean your counters with anything you wouldn't use on your hands;
 - ii. We recommend day-to-day cleaning with soap and water (3 drops in a sink full of warm water);
 - iii. When a more heavy-duty clean is needed, we recommend using DuPont products for natural stone.
 - iv. Use a soft clean cloth like microfiber. Never use anything abrasive like steel wool, scouring pads or powders;
 - v. Never use abrasive cleaners or harsh chemicals, such as Windex (it has ammonia in it), vinegar, lemon or orange cleaners, or bathroom/tub and tile cleaners. They can scratch, pit and etch the stone surface;
 - vi. Be careful with cleaners that contain alcohol or those that dry faster than you can wipe off. They will often cause a buildup that can make your tops look dull;
 - vii. Do not wax your countertops.
- b. Cleaning Quartz

- i. Only wash your quartz countertops with soap and water. Anything stronger may cause damage;
 - ii. Use a soft clean cloth like microfiber. Never use anything abrasive like steel wool, scouring pads or powders.
 - c. Staining
 - i. Always wipe up spills promptly with warm water and a clean cloth. Staining can occur within a 24-48 hour timeframe;
 - d. Sealing Granite
 - i. While stone is a naturally porous material, sealing creates a virtually impenetrable surface that resists absorbing alcohol, juice, soft drinks, coffee, food, oil, cosmetics and cleaners;
 - ii. Your countertops are sealed prior to installation in our fabrication shop. We only use the highest quality impregnating sealers that will give you months or years of trouble-free usage.
 - iii. In the future, if you feel resealing is necessary, we will be happy to advise you where to obtain, and how to apply additional sealer. Never apply any other type of sealer. We can also reseal the tops for a small charge.
 - iv. We recommend resealing every 6 months to a year. Typically, the darker granites are denser and require less frequent staining than lighter granites.
 - e. A Note on Other Natural Stone
 - i. Marble, limestone, travertine, soapstone and onyx should be cleaned using products specifically designed for natural stone;
 - ii. Always test a cleaner in an inconspicuous spot to see how it works with the stone.
 - f. Waiver of liability
 - i. Stone materials are porous by nature and, while highly resistant, can be subject to stains, scratches and chips;
 - ii. Western Marble & Tile Ltd. makes no warranties, express or implied, as to stain resistance or imperviousness of the products installed. Chips and scratches may occur with wear and tear.
- 5. Exclusive Lifetime Limited Warranty – Granite and Quartz Products Only**
- a. Our Exclusive Lifetime Limited Warranty provides protection against manufacturing defects in granite and quartz products.
 - b. If the product develops a manufacturing defect within its lifetime, it will be repaired or replaced with a similar countertop of equal value at our option, provided that:
 - i. You have signed and returned the Warranty Registration Form within 30 days of the initial installation;
 - ii. You provide proof of your purchase (please keep a file of your documents);
 - iii. We installed your countertops;
 - iv. The installed product was not removed from the original location of installation.
 - c. Chips and scratches to the stone surface are not covered under this warranty.
 - d. Repairs to seams and undermount sinks are only offered for one year after the date of installation.
 - e. Warranty service will not be provided if the product shows evidence of tampering, misuse, abuse or alteration including chemical and physical abuse. While we can provide recommendations and/or assist in repair work not covered under warranty, additional charges may apply.
 - f. This warranty only applies to initial owner of the property where the job is completed.

I understand and accept the requirements and conditions set out in this agreement by Western Marble and Tile Ltd.

Customer Name (Please Print)

Date

Customer Signature

Return to:
Western Marble & Tile Ltd.
1321 Yukon Avenue
Winnipeg, MB
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