

18419 E Valley Highway Kent, Washington 98032 253-277-2399 www.granitetopinc.com

Thank you for choosing Granite Top Inc, these are the steps and processes you can expect with your project. To keep our turnaround time quick and our quality high, we require that the following criteria are met. In most cases, if any of these criteria are not met, we may push or delay your project until the items are complete.

### TEMPLATE:

We require at least one week notice to schedule your template.

For your project to be measured all cabinetry must be completely installed and 100% complete. This includes upper cabinets, base cabinets, end panels, and any other carpentry pertinent to the area where the stone is being installed, is permanently fastened, and is attached to both the floor and wall. Doors and Drawers must be installed. Cabinets should be set straight and level. If we detect any problem with the cabinetry, we will bring it to someone's attention and we will reschedule the appointment. A trip charge will apply for every incomplete visit.

All stoves, cooktops, sinks, (all sinks accessories) faucets, soap dispensers, and any other accessory pertinent to the installation of the countertops must be on the job site during the template. Granite Top Inc will not fabricate any cutout from the manufacturer's specifications without having the physical accessory in hand.

Once the template is made, photographs of the job site are taken and markings indicating the placement of cabinets are made. The cabinets are not to be moved or adjusted at all after we template. Moving or adjusting the cabinets will result in poor-fitting countertops and changes in the overhang.

No sheetrock work should be done after the template is made.

Farm sinks must be in place before the template. There are no exceptions to this rule. We do not allow any changes to be made to your project once the template appointment has been completed.

#### PRODUCTION AND TIMETABLE

# Layout Approval and Turnaround:

After we template, we will send you a very detailed shop drawing of your project along with a photo layout when on the stone movement. This drawing/photo layout is not used to confirm dimensions, but rather to confirm that we have all the details of your project. At this time, we will ask you to approve the following details: seams, overhangs, sink placement, sink models, faucet and core hole locations, cooktop locations, edge details, seating overhangs, backsplash details, and any other details about your project. Any special instructions needed for us to properly install the job will also be written on this drawing. We require this drawing and layout to be signed and returned to us within 24 hours. This drawing is only to be used to confirm dimensions for overhangs. Your project's installation will not be scheduled until this layout is approved and signed. FAILURE TO RESPOND QUICKLY TO THIS LAYOUT WILL RESULT IN PROJECT DELAY.

An installation date will not be provided until this layout and drawing are approved. It takes 2-3 days from the time of the template to produce the layout and shop drawing. Installation typically takes place 10-14 business from the time of this approval. The exact timeline is variable and is dictated by project complexity and current workload. Granite Top Inc. does not guarantee turnaround time.

**Installation:** Stone products are very heavy, and we require a clear and obstacle-free path to the installation site. All finished floors should be protected with plywood, Masonite, or similar products. We will cover floors with drop cloths, but we assume no responsibility for unprotected floors. Stone products can be very awkward and incidental damage to walls and cabinets can occur. Granite Top Inc assumes no responsibility for finished or painted surfaces on the job site. If we are removing your existing countertops, please have your countertops cleared off and all of plumbing and appliances are disconnected. Under cabinet lighting should be removed as well, anything that will be in the way or can be damaged during demolition should be cleared off.

If the site is not ready for installation when the installers arrive, your installation will be rescheduled. We reserve the right to charge a trip charge to cover the costs associated with an incomplete visit.

Seams: Placement of seams is solely at the discretion of Granite Top Inc, and will be discussed at the time of template and finalized during engineering. Seams will be visible and tactile. Every effort will be made to ensure the seam is placed in the best location for the structural integrity of the countertop and to make it aesthetically pleasing. Due to the unique characteristics of stone, it is not possible to guarantee a match in color, veining (including the direction of veins), or finish when seaming two pieces together. Additionally, stone slabs may contain minor bowing or warping, therefore in some instances, seams may not be level across their entire length.

Limited Warranty: Granite Top Inc provides a residential warranty on our workmanship for one year from
installation. Material warranty is supported by vendor of origin. We do not guarantee staining or etching
of any kind. Sometimes seams will fail due to house settling or another movement within a home. A
repaired seam is usually more conspicuous than the original.

## Payment terms:

Unless otherwise agreed payment terms are as follows:

A payment of 70% of the contract or material price whichever is greater, along with a signed contract is required to allocate and/or purchase material for the project.

The balance is due upon completion of the project. If we are unable to complete any phase of the project because of delays due to other trades or circumstances, we may consider the project complete and bill the final invoice.

For projects with multiple phases or areas, we may bill individual areas as they are complete.

Penalty for Non-Payment: Any contract unpaid for whatever reason will result in a mechanic's Lien on the property where the work was completed. Any legal fees accrued as a result will be added to the remaining balance. Long outstanding receivables will be sold to an outside collection agency.

We reserve the right to revise and amend this	document at any time.	
Customer Signature	Date	

## CONTRACT AND SALES AGREEMENT

The parties hereby agree that all purchases made are subject to the following terms and conditions:

- 1)
  All amounts due for products and services purchased from Granite Top Inc. are payable at 18419 E Valley Hwy Kent, WA 98032
- 2) All amounts due for products and services are payable as stated on Granite Top Inc. invoice(s). The undersigned buyer (Buyer) agrees that any invoice(s) that remain past due after the invoice due date will accrue interest at the rate of 18% per annum as of the first date such balances were due.
- 3) Buyer agrees to a \$50 fee for each check issued by Buyer to Granite Top Inc which is returned to Granite Top Inc unpaid or marked NSF.
- 4) In the event the account is turned over to an attorney or collection agency for collection, Buyer agrees to pay all attorney or agency's reasonable fees and costs incurred by Granite Top Inc.
- 5) All disputes that may arise from this Account Application and Sales Agreement ("Agreement") will be within the exclusive jurisdiction of and will be resolved under the laws of the State of Washington. Venue for any action commenced under this Agreement, including an action commenced to enforce or interpret this Agreement, shall be brought in King County, Washington.
- 6) Buyer will notify Granite Top Inc by certified mail of any pending change of ownership, name, address, or form of business entity. Buyer further agrees to be liable for all purchases should Buyer fail to comply with said notification. If the Personal Guaranty attached to this Agreement is executed by more than one person or entity, then in such event the liabilities and obligations of Buyer shall be joint, and several, and singular words herein shall be read as if written in plural.
- 7) Release of credit information: Buyer authorizes Granite Top Inc to inquire into and obtain from any bank, lending institution, or credit reference, whether listed on Buyer's credit application or not, any information relating to Buyer's creditworthiness and/or financial condition.
- 8) Returned goods will not be accepted by Granite Top Inc without Granite Top Inc.'s prior authorization.
- 9) Granite Top Inc may terminate this Agreement or the rights granted hereunder for any reason at Granite Top Inc.'s sole discretion.
- 10) By signing this Agreement, the signor below represents and warrants to Granite Top Inc. that he or she is authorized to execute this Agreement on behalf of the Buyer and the information outlined in this Agreement is accurate and complete.
- 11) This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties. This Agreement may be modified or amended only by written agreement.
- 12) Facsimile or electronic copies of this Agreement may be relied upon as if they were the original instrument. This Agreement shall become effective when signed by the Buyer below.
- 13) Buyer acknowledges that they have carefully read and thoroughly understand all of the information contained in Granite Top Inc's LIMITED WARRANTY

COMPANY NAME:		 
AUTHORIZED SIGNATURE:		 
SIGNATORY NAME (PLEASE PRINT):		
DATE:	TITLE:	 