

CONDITIONS OF PURCHASE

Please note that 50% of Material and Fabrication is required as a deposit. The balance is due upon the completion of the job or as otherwise stated. The final payment is due upon completion if terms are cash on delivery (COD). If you have an open account established with our credit department, we can begin processing the order with the use of purchase orders. When credit is guaranteed, terms are 30 days, net interest of 1.5% per month or 18% annual interest plus collection charge & legal fees.

The faucet & customer supplied sink(s) specifications must be provided to Momax Marble at the time of template. The Template Coordinator may need to bring the sink/faucet back to our warehouse to assure that the project is cut properly. Please note that it is customer's responsibility to assure that there is enough room to drill the faucet for the customer supplied sink if the faucet/sink are not at the Field Measure date.

We do prepare faucet drillings & drillings of similar nature the day of the install. Missing drilling information could result in a \$75 per hole service charge. In addition changes to order incurred during the installation are due immediately. Cook top information, cooktop specifications are needed the day of the field measure & cook top must be at the jobsite the day of the install to assure proper fit. Failure to provide us with the needed items will result in a return trip fee. Please remove appliances such as stove & refrigerator from the installation area. Momax Marble, Inc. will not be held responsible from any damage that may result from appliances not previously removed from the install area.

Natural Stone is a product of nature & therefore subject to variances in color & characteristics. We encourage all clients to view the material before making their final selection. If ready, we can put on hold the material that you would like to use on your project. If you are not able to view/put on hold the material, a waiver will be needed to proceed with the order. Please note that we hold material for 30 days. After 30 days, we do hold the right to untag material to allow other customers to select.

Please note, that although quartz is an engineered stone that 90-93% consists of natural ground up quartz & is subject to variance in color, consistency, & particle. The variation is less than natural stone, but we would like to make you aware of what is to be expected. In today's age, Engineered Stone manufacturers, are starting to mimic natural stone very well & on colors with more of a natural grain, will also mimic the free flow of natural stone. If you wish to view the material to assure that the material fits your requirements we can point you to our nearest supplier, so that you can view the material.

Estimates are good for 14 days. Quotes are based on measurements provided upon submission & subject to change after field measure is conducted. Please note that we are not responsible for electricity/plumbing work. Please have all shut offs & disconnections made before installers arrival. Removal of existing counter tops is not included, but can be worked into the quote the day of the field measure. We also ask clients to please clean off the counter tops of appliances/items so that we can measure/install in a timely fashion.

CONDITIONS OF PURCHASE (CONTINUED)

Please be aware that it is important that in order for our company to measure/template the cabinets/farm sink be installed before the time of the scheduled field measure. If the cabinet(s) are missing/farm sink is not installed, we will not be able to measure and it result in automatic charge of \$75.00. In addition we must already have a final decision on the backsplash option, as a template for no backsplashes requires more time in comparison to a project with our stone backsplash. If, we are asked to go back out due to a change in options, we will charge a \$75.00 trip charge.

In the event that the items are missing, please contact the office with at least a 24 hour notice, failure to notify our company within the 24 hour notice will result in a \$75.00 charge. Installations also require a 24 hour notice in event of a cancellation. Missing cabinets, inadequate customer supplied supports will result in the charge of \$150.00.

Momax Marble requires that the builder/home owner/sales person must be at the job site for the scheduled template appointment. A decision making adult must be present at the time of the measure/install to sign off on the field measure checklist and install checklist. Upon the completion of the install our installers will request a signature from the home owner/builder on the job completion form.

A seam is dictated by whether or not the material allows for the needed size, possible safety and breakage concerns. If you would like to confirm whether or not your counter top requires a seam please contact your Momax Marble representative after field measure & decision process. If you would like to know how your project will be cut please set up an appointment with our staff & we can physically mark the slabs to show how the project will be cut at no charge. We can also provide the service in which our Vein Match software suggests the best possible placement of the seam and give you a PDF file proof via email. The proof & advance notice would require an additional cost of \$150.00. However, the Vein Match Software/experience of the Cutter will be used to assure the best placement for the joint at the time of cutting at no charge.

The industry standard seam states that the tolerance for a standard seam is 1/16" on each side which results in a total of 1/8". Please note that seams are noticeable. We have invested in state of art machinery to ensure our seams are as tight as possible, but none the less the seam will be noticeable if your looking for them. If your worried about what a seam looks like we invite you to view them at our showroom.

Please note, that our type of work is considered construction. It is not unusual to have to create dust. Our installers do try to control the mess the best they can with shop vacs, but please remember that this is construction and it is by definition a messy business. A majority of our cuts are made at our warehouse, but from time to time we have to make adjustments on site.

Momax Marble, Inc. does recommend granite outside kitchen/grill counter tops to exceed 60" in length. Weather changes, ground swelling, shrinking, and shifting the granite can become unlevelled. This can put stress on the material and cause cracks. Momax recommends a silicone adhesive for seams to allow for flexibility. Please cover your granite during the winter and seal it every spring or fall. Momax will not be held responsible for any damage that may occur due to weather, shifting, or customer neglect.

CONDITIONS OF PURCHASE (CONTINUED)

Our company typically offers monthly promotions. If you wish to take advantage of these special promotions such as a free stainless steel sink , they must be claimed before the field measure. Please note that promotions can not be applied to previous orders. Sink promotions are for the sink itself & do not come with grates or strainers.

Refunds can be issued, if the order has not be processed, that means that material has not been ordered, no field measure has been conducted, and no fabrication has occurred in making your project. Please note that if a project has been ordered via a credit card that you are subject to be charged the 3% credit card fee. If the order has been field measured via the LT-55 Laser equipment there will be a charge of \$150.00 for the labor, travel, and setting up of the equipment placed on the order that will have to be deducted from the refund. The same goes for material ordered from one of our certified suppliers, you are accountable to a 25% restocking fee for the cancellation of ordered material. If the order has already been fabricated no refund will be issued.

Granite, Marble, and any Natural Stone are products of nature. Variation in color, veining, pitting and grain have to be expected. Momax Marble Inc. does not assume any responsibility for these natural occurrences. However, we suggest that customers inspect the stone prior to fabrication.

Our warranty is made only on labor. Please inspect your stonework after installation. The installers will carry a sign off checklist that requires a signature to assure the project was completed and satisfactory. Any claim after 30 days of the install for damages on counter tops will be considered negligence and will be customers responsibility. There is also a one year warranty on seams.

Acknowledgment that you have read this document and agree to the terms will be asked on the order of confirmation.