



## Sales Contract

Firenze Stone Inc. (FSI) is pleased to have been chosen as fabricator and installer of your new countertops. It is important that you be made aware of the process going forward. To that end, we have developed guidelines to ensure a successful installation. ***This document is to be completely read by the responsible homeowner or contractor and initialed in the appropriate areas.***

### Preparing for Template Day

1. It is not necessary that you remove the existing counter tops prior to template day. ***You are responsible for clearing off the existing countertops prior to templating.*** However, if you are retaining the existing cabinets and removing the tops prior to the installation day, the lower cabinet tops (***existing cabinets or newly installed***) must be plumb, level, free of residual adhesive and permanently secured to the wall or floor. ***In addition, it is best to have any backsplash removed during the template for a more accurate measurement\_\_\_\_\_.***
2. ***It is necessary that you and or your builder/ contractor be present during the template process.*** Please schedule the appointment with that in mind. Be sure to have all accessories (sinks, cook tops, faucets, dishwashers, etc.) present. Be prepared to advise (FSI) of the desired location for faucets, soap dispensers, grommets, and sprayers. Be sure to have all countertop appliances such as microwaves and coffee pots and any other potential obstructions removed prior to template\_\_\_\_\_.
3. It must be confirmed in advance of the template day that the selected sink bowl(s) properly fits inside the cabinet. Any electrical fixtures such as plugs, and locations are also to be resolved. (FSI) will not guarantee the customer used plumbing fixtures if contracted to install the finished plumbing\_\_\_\_\_.
4. Farm sinks must be installed prior to template\_\_\_\_\_.
5. A trip charge fee (\$150.00) will be added if (FSI) is unable to complete the template due to the cabinets not being installed and leveled, the contractor or customer is not at the jobsite, or no one is at the site to let the template person in\_\_\_\_\_.

### Installation Day

#### What to Do Before Installation

6. Before trained installers arrive at your home, there are several steps you should take to prepare. ***Installations taking place during the winter months require that your driveway be plowed, walks and steps be shoveled and salted.*** Make sure there is a clear path from your kitchen or bathroom to the nearest entrance to your home, as this will reduce the amount of difficult maneuvering the team must do to carry in the heavy stone. Small children and pets should not be allowed in the area while the stone is being carried through your home. (FSI) will not be held responsible for minor, residual damage that may occur to existing surfaces during the installation process, such as small scratches on cabinetry or minor wall imperfections\_\_\_\_\_.

### Existing Countertop Removal

7. If removal of the existing countertops is included in your installation, the installers shall do their best to avoid damage to your walls, existing tile, mirrors, and cabinets. Any residual damage that may occur is not reimbursable. Sometimes a bit of plaster from the wall is removed when laminate countertops and backsplashes are removed, but these defects can usually be covered with your new backsplash. If not, you may need to have the area repaired by others. In most cases, we can offer you a quote for repair and painting\_\_\_\_\_.

### Countertop Installation

8. Once the slabs of stone are laid on the bare cabinets, they must be flat and secured. It is essential that the cabinets are as level as possible before heavy stone is put in place. Any unevenness in the cabinets must be counteracted with shims under your new countertops. Epoxy is used at the seams of your stone to cement the granite, marble, or quartz pieces to each other. Epoxy is typically blended and colored on-site to match your countertop as close as possible. All the counters are then cleaned. A protective sealer is applied to the surfaces (Natural Stone Only). Allow for seam height to mismatch up to 1/32". The seam width must be no larger than 1/8" If, at the time of installation, the cabinets are too far out of level, we may need to stop the installation. A carpenter will need to come in (**at the expense of the homeowner**) and re-level the cabinets. In most cases, we can offer you a quote for our carpenter to come in and resolve the leveling issue. These issues typically are seen with older, existing cabinets but are not limited to poorly installed new cabinetry\_\_\_\_\_.

### Cutouts, Backsplash, and Sink Installation

9. If you have a cooktop rather than a slide-in range, a hole will need to be cut. It may be risky to attempt to transport stones with a hole this large to your home. Holes for the faucet and soap dispensers may be drilled on-site. However, when possible, we prefer to drill all holes in the shop. The heat generated during onsite drilling could increase the possibility of the stone cracking. We cannot be responsible for the counters cracking when drilling a hole onsite. You can expect there will be some dust from the stone, although experienced installers will take steps to minimize the dust and clean up the mess. Assuming you choose an undermount sink, it will be mounted to the underside of the stone slab with clips and or other forms of mounting brackets. Silicone will be added resulting in a watertight seal. This will need to be cured for about 12 hours before your faucet and plumbing are connected\_\_\_\_\_.

### Faucets & Sinks

10. Some faucets may not work with your countertop design. Also, faucets requiring multiple holes may not work with your sink. Therefore, please be sure that the faucet you select will work with your sink prior to making the purchase. ***Due to the wear and tear associated with an old faucet or sink, (FSI) will not be responsible for their appearance or functionality\_\_\_\_\_.***

### On Site Adjustments

11. To achieve the best result possible cutting, polishing, and drilling are sometimes required at the jobsite during the installation process\_\_\_\_\_.

### Things You Need to Know

12. In most cases the walls are not flat or plumb while the stone is both. As a result, a gap behind a backsplash or countertop where it meets the wall will likely occur. **(FSI)** intentionally does not caulk between the stone and the wall. This is best done by you or your painter in a matching color. Our standard backsplash height is normally 4". Should any variation from the norm be required (*example to follow under an existing backsplash*) and additional template and / or fabrication process and installation may be required. An additional charge will be assessed for this service\_\_\_\_\_.
13. Although man-made, quartz products often contain spots or blemishes. They can be smaller than a ten-cent coin to a U.S. quarter in size. ***This is an inherent result of the manufacturing process and is not considered a flaw in the material.*** It does not affect the integrity or performance of the structure\_\_\_\_\_.
14. Overhangs on countertops may require support. These supports may be decorative corbels (provided and installed by contractor or homeowner or concealed metal supports provided by **(FSI)**). If supports are determined to be required at template time, your salesperson will notify you of the "Change Order" with the additional cost for the supports and additional labor charges\_\_\_\_\_.

## Final Steps

15. After installation, the sturdiness and levelness of your countertops will be evaluated once more to ensure your counters last a lifetime. Once the seams dry, the excess epoxy and dust will be removed with denatured alcohol or acetone for smooth seams. From start to finish, you can expect stone countertop installation to take about 3 hours if you have a small, simple kitchen. A large or complex kitchen could take up to 7 hours. If the cabinets are slightly out of level, we may need to install shims between the cabinet and countertop to achieve a level result. In some instances, we may need to install the countertop flat following the home's trajectory or to existing tile. This may be particularly noticeable if you previously had laminated counter tops. If shims or gaps are visible, you may wish to consider having them covered with a decorative trim by your carpenter or contractor. In most cases, we can offer you a quote for our carpenter to supply and apply the trim after installation\_\_\_\_\_.

## Maintenance

16. For long lasting shine and protection (FSI) offers platinum polish spray cleaner safe for all countertop surfaces. Use clean, soft cloth for the best results. Do not use products that contain lemon, vinegar, or other acids on your counters. Use a mild dishwashing liquid rinsing the surface thoroughly after washing with soap, and dry with a soft cloth. Do not use scouring powders or creams; these products contain abrasives that may scratch the surface. Bath and Other Wet Areas: Soap scum can be minimized by using a squeegee after each use. For stubborn soap scum and mildew, we recommend (FSI) deep stone clean\_\_\_\_\_.
17. If you have decided to treat your stone, make sure you understand the differences between the types of sealers available on the market Topical Sealers are coatings (film formers) designed to protect the surface of the stone against water, oil, and other contaminants. They are formulated from natural wax, acrylic, and other plastic compounds. When a topical sealer is applied, the maintenance program often shifts from a program focused on stone care to a program focused on the maintenance of the sealer (for example: stripping and reapplication). Impregnators are water- or solvent-based solutions that penetrate below the surface and become repellents. They are generally hydrophobic (water-repelling) but are also (oilrepelling). Impregnators keep contaminants out, but do not stop the interior moisture from escaping. These products are considered "breathable," meaning they have vapor transmission. Vanity tops and food preparation areas may need to have an impregnator applied. Check with your Firenza Stone Inc. sales representative for recommendations. If an impregnator is applied, be sure that it is safe for use on food preparation surfaces\_\_\_\_\_.

## Installation Procedures

18. We do our absolute best to be on time for every template, installation, and service appointment. Every now and then we may need to adjust the arrival time. Should we be running late, you will receive a call to advise of the new estimated time of arrival\_\_\_\_\_.
19. Each installation crew receives a complete list of the areas being installed at the site. If all or part of the project scope is not ready for template or installation, (FSI) must be notified no less than twenty-four hours (24) prior to scheduled installation. Failure to notify (FSI) could result in an additional charge\_\_\_\_\_.

## Outdoor Products and Installations

Outdoor kitchens are becoming more and more popular with homeowners due to the ability to enjoy the weather and fresh air without running in and out for supplies and food. Stones used outdoors need to be able to withstand nature and still look great. Certain granites, quartzite, soap stone, engineered stones utilizing "Sintered" technology are all good choices. Man-made quartz products are not recommended. **See your (FSI) sales representative for specific recommendations.**

20. Most of the policies and procedures for interior stone installation are applicable for exterior installations. There are some variables, however. (FSI) will use exterior glue on all edges. **Normal temperature variations may result in seam movement or failure. This is a maintenance issue and is not a defect in the stone or the installation.** In some cases, movement of the substrate may cause fractures in the stone. Therefore, periodic maintenance is suggested. Even with proper maintenance, (FSI) does not guarantee the permanency of color, wearing, fractures, or seam movement on exterior applications\_\_\_\_\_.

## Purchase of a Remnant

21. "Remnant" is a term that refers to the leftovers generated from cutting slabs for large counter tops and other jobs. Often, the material is in pristine condition or has characteristics that the original purchaser preferred not to use in their installation, or some sort of flaw exists in the material itself such as "pits" blemishes and scratches. These balances represent a value to the customer as they are normally sold at reduced prices. Remnants are perfect for smaller projects such as bath vanities, fireplace hearths, surrounds and furniture tops. While **(FSI)** will try to work around flaws in the fabrication of your top, it is not always possible to eliminate every defect. Please keep this in mind when making your selection\_\_\_\_\_.
22. Your **(FSI)** sales representative is able and willing to have your selection pulled from the remnant area for a full view of the piece for closer inspection if you wish. This is offered by appointment only\_\_\_\_\_.

## Customer Supplied Materials

23. (FSI) will fabricate material supplied by the end user provided it is determined to be of a quality that meets industry standards. While every effort will be made to inspect and work with the material in our customary manner, **FSI** will not be held responsible for any defects or performance issues that may arise with material provided by the customer. With that exception, FSI) will provide our customary warranty outlined in this document. \_\_\_\_\_.

## Material Characteristics

24. I fully understand that the prices noted on my estimate are subject to adjustment if the final measurements or job scope changes. Should there be an applicable increase or decrease, this will be reflected on the final invoice. By signing the contract, I agree to the material Color and other options stated above. Furthermore, should there be a change in specifications by my request, I will notify **(FSI)** in writing prior to final measurement\_\_\_\_\_.
25. THE PRODUCT: I have seen and/or approved the material for use on my project. I understand that stone is natural and may contain variances in color, veining, consistency, and markings from slab to slab. Pitting and fissures are inherent in natural stone and acceptable. **These are distinctive characteristics of natural stone products and do not constitute defects herein.**
26. If seams are required, I understand **(FSI)** has discretion of location, however, I may request seam location with the template maker. I understand that there may be a variance in appearance where the two pieces meet, even though they were produced from the same or adjacent slabs. I agree that once the material has been cut and, in any way produced, that I will make payment for the product\_\_\_\_\_.
27. Products in this contract are not returnable and remain the property of **(FSI)** until fully paid. All stone material is treated with a penetrating sealant in most cases. Per Marble Institute of America standards, repair or patching of the stone may be necessary due to the fragility of the stone until it is set into place. **(FSI) does not warranty natural stone products and is not liable for natural pits or fissures. (FSI) shall not be responsible should your countertop pit, crack, or fracture after installation. Firenza Stone, Inc. makes no warranty, express or implied as to the ability of any natural stone product to resist stains or scratching**\_\_\_\_\_.

## Understanding Quartzite Countertops (Addendum)

**Quartzite** is a metamorphic rock that's formed when sandstone-based rock is morphed from sand to glassy crystalline with heat and pressure. The crystalline structure creates a more brittle stone that is stabilized by resins. Granite, on the other hand, is formed via volcanic processes and is stable enough in slab form to not need impregnation of resins. Resins are natural or synthetic compounds generally originating from trees or plant sap. In the past, some stone slabs were rejected at the quarry because of brittleness. Resins can turn these previously unsellable stones into marketable slabs. This is one reason why quartzite has recently become popular. Quartzite is susceptible to etching and staining because in slab preparation, resins are infused into the slab to enhance slab stability and make it shine.

The resins are used before the slab gets to the distributor/fabricator and is not a “local” treatment. When acidic liquids such as wine, tomatoes, citrus, etc. aren’t wiped up immediately, you are left with a ghosted etch mark. Etching can also occur when cleaners that contain hydrofluoric acid are used. Etching is especially apparent on light/white colored quartzite, but the dulling appearance of etching will be visible on any colored quartzite. Depending on how tightly the minerals bonded together during the mineral metamorphic process, quartzite can be porous and prone to staining. **It is advised to seal your quartzite countertops annually or more frequently.**

It is typical for quartzite slabs to contain natural fissures which can open during fabrication and installation. The fissures are noticeable to the eye and to the touch. Some fissures may have been filled prior to getting to the distributor/fabricator, and some can be filled by the fabricator during the fabrication and installation processes. It may even be possible for new fissures to occur after the countertops are in place. The characteristic is inherent in the nature of the product and is not to be considered a latent defect

### **Characteristics of Quartzite Countertops**

- Seams may be more visible in quartzite countertops. Due to the typically lighter and more porous nature of quartzite countertops, seams might be more visible for several reasons. When mixing adhesive used in seaming, it is possible that this mixture could darken the stone around the seam. quartzite cuts often have more chips/flaking than other materials due to its softness. With quartzite countertops, seams could be as large as 1/8”, which is within industry standard/tolerances.
- There is no warranty for natural materials as no two slabs are made alike. Some quartzites are harder than others and there is no realistic way for a countertop fabricator to be able to differentiate the wearability and susceptibility to damage for each slab. Even within the same material/color, there could be differences in density, porosity and natural fissures/cracks
- Moisture during the fabrication process-Quartzite tends to hold moisture trapped within and may take several days after installation to evaporate completely. This is completely normal but may tend to make light colors appear darker until fully clear of all moisture within.

### **Maintenance**

- Clean spills immediately to minimize the risk of staining.
- Use Dawn™ dishwashing liquid with clean water or a pH-neutral cleaner specifically designed for natural stone. It is best to use a lint free type cloth preferably a microfiber material
- Re-seal the countertops as recommended by **(FSI)**, usually once every six months to one year. The frequency may vary depending on the specific needs of your slab(s).
- Avoid using abrasive cleaners or pads that can damage the sealer and stone surface.

### **Potential for Water Retention**

- During the wet cutting process, quartzite can absorb water, leading to potential water retention within the stone. This water retention can sometimes take days or weeks to fully evaporate. In some cases, the stone may never completely dry.
- During the surfacing process quartzite is treated with a resin coating on the surface and a fiberglass resin backing. These treatments can “trap” water within the stone contributing to prolonged drying times and potential water retention issues.
- This inherent characteristic does not affect the overall durability of the stone. It may influence the immediate and/or longterm appearance and installation process.

### **No Warranty on Stains, Scratches, Etching, or Damage**

- After installation, there is no warranty provided for stains, scratches, etching or any other damage that may occur. Quartzite is a natural stone with unique characteristics and care requirements. Its maintenance and preservation are the sole responsibility of the customer.
- Firenza Stone Inc. is not liable for any post-installation issues arising from everyday use, improper maintenance, or exposure to damaging substances.

## Customer Acknowledgement

I, the undersigned acknowledge that I have been informed of and understand the following:

- Quartzite is a natural stone and as such, exhibits unique variations in appearance.
- The countertops are sealed to help protect against stains but are not stain-proof.
- Proper care and maintenance, as outlined above, are required to preserve the appearance and durability of the quartzite countertops.
- I accept the characteristics of quartzite and the associated risks of staining despite the sealing process.
- I have been made aware of the potential for water retention during the wet cutting process and that this characteristic may influence the stone's appearance and drying time.
- I am aware that the stone is often treated with a factory resin coating on the top and a fiberglass resin backing, which can trap water temporarily or permanently and affect drying times.
- I acknowledge that there is no warranty on stains, scratches, etching, or any other damage after installation\_\_\_\_\_.

## Terms and Conditions

28. Company policy does not permit reimbursement of any of the sale price due to an installation error or omission, customer inconvenience, product adjustments or additional visits\_\_\_\_\_.
29. If a job is cancelled after template, customer agrees to pay a \$500.00 charge plus a material cancellation fee of 50% of the sale price\_\_\_\_\_.
30. Removal of existing counter tops, backsplashes, trim, or appliances is NOT included in this CONTRACT unless otherwise specifically written in the agreement. If **(FSI)** is specifically contracted to remove the existing tops, we shall not be responsible for unavoidable damage which may occur (i.e., drywall, cabinets, appliances, light fixtures, painted walls, existing tile, mirrors, etc.)\_\_\_\_\_.
31. ALL BRACING FOR UPPER TOPS AND OVERHANGS, OR THE RE-INSTALLATION OF APPLIANCES, PLUMBING AND FIXTURES ARE NOT INCLUDED IN THE PRICE. THESE ITEMS MUST BE PROVIDED AND INSTALLED BY OTHERS (unless specifically noted in the sales order to be provided by **(FSI)**). The job site must be prepared for the installation of our product. Any additional time and material involved in preparing the site for installation will be charged to the customer\_\_\_\_\_.
32. CHANGE ORDERS: This instrument constitutes the entire agreement between the parties. Any oral representation or modifications concerning this instrument shall be of no force or effect. Any work ordered, crew instructions, or other arrangements shall not be binding on **(FSI)** unless included in writing in this CONTRACT. Alterations or deviations from the above specifications involving extra cost will be executed only upon written change order and will become an extra charge over and above this CONTRACT. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our employees are covered by Workman's Compensation Insurance\_\_\_\_\_.
33. RETAIL SALES requiring installation *in a state other than Ohio* require a 50% deposit to convert an estimate into a sales order. The balance is due upon fabrication completion no less than one week prior to the scheduled installation. Customers may request photos of their fabricated project prior to the installation date. Ohio has an origin-based sales tax system, therefore, when applicable, Ohio state, county and city sales tax shall be added. Warranty terms are as noted in Section 34 of this document\_\_\_\_\_.
34. WARRANTY: All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. **(FSI)** offers a warranty against any defects in materials and workmanship for one year from date of purchase, provided the customer follows the instructions for the care of the product specified in the care guide. This warranty is extended to the original owner only. Firenza Stone Inc. will repair or replace the product at its option, should a defect occur. The repair or replacement is guaranteed for the remainder of the original warranty. This warranty does not cover damage caused by accident, misuse (i.e., staining), or failure to follow the care guide. This warranty excludes all consequential damages of any type\_\_\_\_\_.

35. NON-DEFAMATION: You agree that you will not, directly, or indirectly, make or ratify any defamatory comments or remarks as defined by law, in writing, orally or electronically about Firenza Stone, Inc. or their respective products and services\_\_\_\_\_.
36. **Final payment is due on the day of installation unless other arrangements have been approved beforehand.** Customer hereby authorizes **(FSI)** to charge the balance of the total invoice (including but not limited to any signed change orders or additions) upon completion of the work to Customer's credit card on file. If the customer prefers that **(FSI)** not keep a card on file, they need to call in payment on the day of installation. Should the Customer prefer to pay by check, in lieu of their credit card, then the Customer shall provide a check upon completion of the work to Firenza Stone Inc.\_\_\_\_\_.
37. Customers will have three (3) working days from the date of installation to inspect and report to Firenza Stone, Inc. any damage to the countertops that may have occurred during transportation or the installation process. \_\_\_\_\_.
38. RETAIL SALES require a 50% Deposit which is due upon CONTRACT acceptance. This payment secures the material and template date for the project. An additional deposit of 25% of the total job cost is to be paid at the time of templating. This payment secures both the fabrication and installation dates. The remaining balance is due at Installation. *(Example: A \$5000.00 sale requires a \$2,500.00 deposit. At template, an additional payment of \$1,250.00 is made. The balance due after installation is \$1,250.00).* Any open balance remaining after installation is subject to a 2% carrying charge per month. Such charges will be added to your invoice. Customer(s) acknowledge by signing below that they have read this contract and agree to the TERMS AND CONDITIONS. Upon receipt of signed contract by (FSI) authorized signer, Firenza Stone Inc. will set up Template/Final Measure dates, based on cabinets being set and sink availability. \_\_\_\_\_.
39. All sales by square foot and full slab plus labor are factored so that any remaining, usable remnant remains the property of Firenza Stone, Inc. In some cases, a balance remnant may be used by the original customer for a separate project adding the cost of any associated labor with no additional material charges. Storage and handling charges are applicable after sixty days from the original installation date. A monthly storage rate will be added to any material deemed "Owned by the Customer" after that period. Warehousing rates are determined by the square footage, length of storage time and storage location. Slab balances delivered to a residence or business at the request of the customer are subject to charges for A-frame strapping, delivery and vertical placement. The cost for this service is quoted on an individual basis. Firenza Stone, Inc. assumes no responsibility for any damage incurred to the stone while in company storage, during the delivery or setting in a designated space. Firenza Stone, Inc. is not liable for any damage to any property or person resulting from the delivery\_\_\_\_\_.

The noted prices, specifications and conditions are hereby accepted (**Provisions 1-39 noted herein**) \_\_\_\_\_. **You are authorized to do the work as specified in Estimate**\_\_\_\_\_.

**Quartzite countertop Addendum.** By signing this form, you agree that you have read, understood, and accepted the characteristics and maintenance requirements of quartzite countertops as outlined above\_\_\_\_\_.

**Notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
**Customer**

Salesperson: \_\_\_\_\_ Date: \_\_\_\_\_  
**Firenza Stone Inc. Representative**

THANK YOU FOR YOUR BUSINESS