



## CUSTOMER AGREEMENT

The Designer Stone Company, Inc. herein called Designer Stone, will make every effort to manufacture a custom counter for you which will meet your every desire according to the information you have provided. As the Customer you play a very important and vital role in the successful manufacturing process that Designer Stone uses in manufacturing your custom countertop. The objective of this agreement is to inform you, the Customer, of what your responsibility is in the manufacturing process of your custom counter top. As the Customer of Designer Stone, I Acknowledge that I have certain responsibilities in the manufacturing process used in making my custom counter top. My Customer Responsibilities, which I freely accept as indicated by my signature below, are clearly spelled out, detailed below, and are as follows:

\_\_\_\_\_A. I understand that Designer Stone sends a templating professional to my location to take measurements of my custom counter top. If I waive this option and provide the dimensions myself, or have a third party provide the dimensions, **Designer Stone** does not accept responsibility for errors in dimension and will charge an extra fee for correcting the errors up to and including complete replacement costs and fees.

\_\_\_\_\_B. I understand, that in the event, I should decide to NOT follow through with my intended purchase and/or installation of countertops from The Designer Stone Company, I will agree to a pay minimum fee of \$150 to cover the cost of the template. I also understand, the Designer Stone Company does not provide plumbing or electrical hooks up.

\_\_\_\_\_C. I understand that if any cabinets are not set in place or a measurement of any kind is missing **Designer Stone Company** will fabricate to those specifications that were given by the homeowner/contractor/wholesaler. **Designer Stone** is not liable for any discrepancies resulting from these measurements. Also, we are also held harmless for any modifications done by you after the template is completed. A re-template with an additional charge is advisable if any component is revised/moved/reset after the template.

\_\_\_\_\_D. I agree to select the stone material I want used in the manufacturing of my custom counter top. I understand that once my selection is made, the material I have selected is what will be used to manufacture my custom counter top and that my selection is final.

\_\_\_\_\_E. I agree to select the edge profile I want to be cut into my custom counter top. I understand that once I have made my desired selection, the edge profile I have selected is the edge which will be cut into my custom counter top and that my selection is final.

\_\_\_\_\_F. I agree to select the back-splash height, thickness, and location, if any, which I desire to be manufactured for/with my custom counter top. If I do not make such a selection, in writing, in advance of the manufacturing process, **Designer Stone** will use industry standard practices to manufacture any customarily required back splash for my custom counter top.

\_\_\_\_\_G. I agree to physically provide and deliver to **Designer Stone** any and all countertop accessories such as sinks, faucets, dispensers, range tops, any other items I desire to be fastened or attached in any way to finish my counter, for which cutting or alteration of the stone material used in manufacturing my custom counter top is required, prior to the manufacture of my custom counter top. If I compel **Designer Stone** to ascertain cutout measurements from other less reliable sources, such as catalogs, online listings, product manuals or in-field measurements, I do so solely at my own risk and accept full responsibility for any errors which may result in the finished manufactured item which may include the full replacement cost of the counter top material, remanufacturing and delivery (if applicable).

\_\_\_\_\_H. I agree and understand that the patterns and shapes within the material used in manufacturing custom stone counter tops can vary from slab to slab and even within the same slab when it is cut into pieces and used in various positions in the counter layout. Often this can be noticeable where seams are used to join the counter top. That being said, I understand that **Designer Stone** will do everything reasonably possible, within industry standards, to assure quality and a matching finished appearance in the stone used to manufacture my custom counter top.

\_\_\_\_\_I. Seams are where counter surfaces are joined and brought together to create one continuous surface. Seams are generally used when a continuous counter surface is desired over a large area and in instances where a counter is surrounded on three sides by walls, cabinets or woodwork which makes placement of a single piece counter extremely difficult or impossible. Often, when attempting to force a one-piece counter top into such a tight fit, problems arise. These problems include broken counter tops, damaged drywall or woodwork as well as excessive cutting and hand fitting. It is therefore in the **Customer's** best interest to have seams properly incorporated into the counter top design layout on any run over six feet.

\_\_\_\_\_J. If I insist on having no seams in a counter where industry standard recommends having a seam, I understand that I am taking certain risks, as described above and do so solely at my own risk and do accept responsibility and cost of any remedial actions required as a result of my decision.

\_\_\_\_\_K. I understand that materials will not be ordered for the manufacture of my custom counter top until I have selected it and paid the required down payment. I understand that my selected stone must be delivered to **Designer Stone** for manufacture, which typically takes a few days to a week. I understand that only after my selected stone has been delivered to **Designer Stone**, and I have fulfilled my responsibilities as a **Customer** as stated in A, B, C, D, & E above, and signed this agreement, will a work order be generated and put in the manufacturing schedule for my order. I understand that delays on my part in fulfilling my responsibilities as states herein will create delays in manufacturing and installation of my custom counter top.

\_\_\_\_\_L. I have received a copy of the Homeowner's Guide to Natural Stone Countertop; and I understand it is my responsibility to review the articles outlined.

\_\_\_\_\_M. I understand that **Designer Stone Company** does not provide Plumbing or Electrical Services. At the time of the tear-out, **ALL** plumbing and/or electric needs to be disabled, such as, (Cooktop and/or Stove hard-wired in, etc.).

\_\_\_\_\_N. I understand that if I decide not to have **Designer Stone Company** install backsplash that I previously ordered, I will still be charged for the backsplash since it was already fabricated.

\_\_\_\_\_O. I understand that driveways and sidewalks need to be clear of snow, ice and mud for a safe entry. Please call **Designer Stone Company** 740-492-1300 to discuss the situation if a problem is detected. If an attempt is made to enter a driveway and a tow truck is needed, I understand that I will be charged for said tow truck fee. A fee of \$250 will be charged for a return trip at a later date if **Designer Stone Company** arrives and entry is not possible.

\_\_\_\_\_P. I understand that the sink cabinet needs to be empty to allow for the installation of the sink. I also understand that Cabinets need to be clear of all surface items. A charge of \$25.00 will be added for the additional time required if **Designer Stone Company** has to complete these tasks.

\_\_\_\_\_Q. I understand that if I am doing an outdoor grill, it should be level and have no gaps to shim during installation. This reduces future breakage.

\_\_\_\_\_R. I understand that if I choose a material that has schist, that it is more fragile. My profile selection may be limited and my cost will increase due to extra hand work that has to be done (please see attachment).

\_\_\_\_\_S. I understand that there will be some onsite fabrication. Drywall may need to be cut to allow for seam installation and proper fitting. Also, cabinets may need to be notched to allow for the sink to be aligned properly.

\_\_\_\_\_T. I understand that is my responsibility to touch-up any damaged walls after installation of countertops that are between two walls.

\_\_\_\_\_U. I understand that sinks do not include strainers or plumbing accessories.

\_\_\_\_\_V. I understand that tile should always be installed after my countertops are finished unless the tile is existing.

\_\_\_\_\_W. I understand that prior to install the free-standing stove & refrigerator should be moved away from the cabinets.

\_\_\_\_\_X. I understand that the newly installed sinks should not have plumbing hooked up or used for 24 hours to allow the curing agent to set up.

\_\_\_\_\_Y. I understand that **Designer Stone Company** is not responsible for any damage done by tools of other contractors after installation is completed. I understand it is my responsibility to cover and protect the countertops if further work (including tiling) is being done in and around the countertops.

\_\_\_\_\_Z. I understand that the care of my countertops, including not standing on any sink rails, is my responsibility, which also includes notifying others of the same. As the Customer, my signature below acknowledges my responsibilities as stated above and the fact that my Designer Stone representative has answered my questions to my satisfaction.

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Customer Signature

Printed Name

Phone

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Address

**Schist** is a metamorphic (recrystallized) rock. The more common schists are composed of mica-like minerals and generally contain subordinate quartz and/or feldspar of fine-grained texture. These stones are often more fragile and may contain a higher concentration of cracks, fissures and pits. The end product which will be in your home will also

include these characteristics and features. Please understand that the stone of your choosing fits your application and expectations.

Additional cost to you will be expected while fabricating a stone top of this kind. A list of these materials is included but not limited to the items below.

Midnight Sparkle

Midnight Sun

Midnight Sun Leather

Oorja Leather

Titanium Leather