G&D Marble and Granite

2119 W 60st Hialeah, Florida 33016 Office Fax: 786-360-3954 Ph# (786)975-4462 / (305)546-7025 E-mail: gdgranite@hotmail.com



Terms of Contract

MATERIAL DISCLAIMER - Please understand that Marble and Granite slabs are products of nature and natural fractures are common but not defects in your stone. The Marble and Granite Institution of America states that stone slabs reaching the market come from mountains that are many years of age and any inherent fractures are a part of the natural character of the stone. G&D Marble and Granite INC makes NO GUARANTEES OR WARRANTIES AGAINST GRAZING, SCRATCHING OR WEAR ON THE STONE SURFACE OR OTHERWISE, AND ALL PRODUCTS ARE SOLD SUBJECT TO VARIATION IN COLOR, FLOW, GRAIN, TONALITY, SPOTTING, VEINING, SHADE, AND TEXTURE. G&D Marble and Granite INC will make all efforts to strengthen any fractures with liquid epoxy and avoid them whenever possible. G&D Marble and Granite INC WILL NOT BE HELD RESPONSIBLE FOR NATURAL FRACTURES EXISTING IN STONE. G&D Marble and Granite INC is not responsible for stone fractures or color variations from one slab to another. Customers must inspect material prior to fabrication and prepare any blending required to meet customer standards. Customer must choose and hold material of their choice. G&D Marble and Granite INC. is not responsible for any damages to the stone after being installed and approved by the customer. Absolutely no claims will be accepted for any reason after material and fabrication is approved by the customer. All fabrication is guaranteed to be as specified on proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications on the proposal will become an extra charge over and above the estimate. All agreements are reliant upon unpredictable accidents, or delays beyond our control.

G&D Marble and Granite INC. is not responsible for Plumbing, electricity and/or carpenter work WITHOUT EXCEPTION.

G&D Marble and Granite INC reserves the right to refuse to fabricate using certain materials.

METHOD OF PAYMENT-Customer is to pay the cost of material in full before fabrication begins. Change of material after purchase and delivery to G&D Marble and Granite INC is subject to a 25% restocking charge. A 50% deposit is required at signing contract to start fabrication and the balance due when the job is completed in this contract

REMNANT MATERIAL POLICY - All remnants of material, remaining over 30 days at the address: 2119 W 60th St Hialeah, FL 33016 after the work has been completed would be deemed abandoned, and G&D Marble and Granite INC would have the right to dispose of the remnant properly. Upon customer request, G&D Marble and Granite INC will hold remaining material up to 30 days. After 30 days, a monthly \$25.00 storage fee will apply. Customer must make their own pick-up arrangements.

SERVICE CHARGE - A service charge of \$50.00 will be added for the following reason: should customer request installation of their granite tops and upon arrival to jobsite we are unable to install due to reasons beyond G&D Marble and Granite INC control such as lock of electricity without previous notice or inability of our installers to access the place.

<u>CANCELLATION CHARGE</u> - Should customer decide to cancel their contract after templates have been taken and material delivered, there will be a 20 % of the amount stipulated in the contract.

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Procedure

Below is an outline for a typical procedure we follow when installing your new counters:

- 1. Estimate given.
- 2. Contract signed.
- 3. Deposit paid Material to be paid in full upon delivery to G&D Marble and Granite INC and 50% of the fabrication deposit paid before template taking.
- 4. Template taken It is highly recommended that the homeowner and/or contractor be present for templates. We wish to ensure that all the requests of the homeowner are met; e.g., seam location and confirmation of edge detail. Please have sinks available at job site.
- 5. Layout G&D Marble and Granite INC recommends that customers come to our shop for a layout of templates on material to ensure that veining pattern and match are completed to your satisfaction. Certain materials do not require a layout, such as consistent granite colors or quartz materials.
- 6. Fabrication completed.
- 7. Installation of counters Upon completion of counter installation, payment in full of remaining balance is due for homeowners, and within ten days for contractors. All our installations include sealer.

Client's data:

YES NO YES NO

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The work will be completed by the time indicated below and according to the materials order on this contract.

Date to be completed on/by:		
I	have read and understand the terms	s and
conditions in this contract; and I am committed to p	y the total amount of	
Payment received before start of work:	Date :	
Balance Due	upon finalized work.	
Date:		
G&D Representative's Signature	Client Signature	
REGIONS BANK ACCT : #		