

CUSTOMER AGREEMENT

Congratulations on the purchase of your new stone benchtops! We would like to provide you with some important information about preparing for installation, the installation process, stone care and maintenance, and stone warranty. Please review this document carefully and sign or reply to this email with your confirmation to acknowledge your acceptance of the following terms and conditions.

• PAYMENT TERMS

- a. Deposit - A deposit of 50% must be paid before the job is scheduled for templating.
- b. Final Payment - Final payment is due 7 days after installation.
- c. Late Payment - Late payment will be subject to a charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) Unpaid balances exceeding 90 days will result in the commencement of legal action to recover the outstanding amount plus interest, together with all attendant costs.
- d. All orders are final sale.

• CUSTOMER RIGHTS & RESPONSIBILITIES

a. Templating

One of the first steps in the process of installing your new benchtops will be templating. We will send a templator to take measurements of your cabinets and walls to make sure that your countertops are cut accurately. Any additional special requests must be discussed with us prior to templating.

Please ensure that the following conditions are met before our templator arrives:

Coordination: Please be on site to meet our templator or arrange access to the property.

Cabinets:

- a. Must be level and flat;
- b. Must be permanently and securely fastened and installed;
- c. Any cabinet work that can affect our measurements must be complete before we measure;
- d. Existing benchtops must be removed unless included in quotation.
- e. If any changes are made to cabinetry the kitchen will have to be re-templated at an additional cost.

b. Appliances & Hardware:

- All sinks, taps, cooktops/ranges, soap dispensers, etc., are present at the job site for measuring. The final placement of these features must be determined.
- Ensure that your final sink and tap choice will fit into the existing cabinet;
- Any power points that need to be cut into the stone must be present at time of template
- Templating should be completed in one appointment. Any additional appointments caused by a failure meet the above conditions may result in further charges to you.
- You will need to sign off on any changes made to the original quote during templating.
- Changes made after templating may result in a price increase and may delay fabrication and installation.

• FABRICATION

Seams

- We will do our best to ensure that your job is cut as requested.
- Sometimes there are circumstances beyond our control where we will need to use our professional experience. We can assure you that we do the best job in the industry to keep seams to a minimum. We reserve the right of seam placement.

• INSTALLATION

Please be aware that the house water supply may be turned off for the day.

Please note that this area will be extremely hazardous for young children.

- Ensure that the installation date does not interfere with other work being done in your home (e.g. wood floors or tile being installed);
- Provide a safe, clear and unobstructed walking path to your home. The stone is very heavy and our installers need access from their trucks to your doorway;
- The installation area inside your home must be clean and items must be moved out of the installers way;
- Keep children and pets away from the installation area;
- Backsplashes should not be installed until the countertop installation is complete;
- We require at least 24 hours notice if you need to change your date. Last minute changes could result in additional charges to you

Cabinetry – New Kitchen

1. Ensure that cabinetry is adequate to support stone benchtops.
2. Ensure cabinetry is level, flat and permanently installed.
3. Cabinet support must have no deflection at all sink and range cutouts.
4. Note that “European style” frameless cabinets require extra bracing across front at all cutout locations.
5. We hold no liability for damage to benchtops or cabinetry caused by failure to meet the above requirements.

Cabinetry – existing kitchen

1. Remove all items from your benchtop surface.
2. Remove top drawers. If this is difficult or you are unable to do this then please let us know.
3. Remove all items from the top shelves of your cupboards. Although we make our best effort to keep dust down to a minimum there will be dust created during the benchtop removal process.
4. Please let us know where the main water supply is turned off for your property.
5. Your kitchen and living area will be classed as a 'work site' during the day of installation so we ask please that the living area can be always kept clear. This is for the safety of both yourselves and our benchtop installers.

e. Plumbing

- Disconnect sinks, disposals and taps (this will be arranged for a benchtop replacement)
- We will “loose set” your self-rimming sink and have it ready for your plumber to mount and attach hardware and plumbing. It is his responsibility to clean and caulk; 3. We will mount your undermount sink beneath the benchtop, ready for your plumber to attach the plumbing. Please know that plumbing cannot be reinstalled the same day as your benchtops are installed. Wait 24 hours to allow the seam between the sink and the top to cure. Do not use plumbers putty for any sink or faucet installation. It is an oil based product that will darken light colored stones.
- We do not reinstall any plumbing, electrical or appliances;
- We recommend that you have a professional plumber reinstall your plumbing;

f. Electrical

If we are installing a full splash, you will need to remove the face plates and pull the electrical outlet from the wall. If it is necessary to move any outlets, you will be informed, and it is your obligation to have them relocated prior to installation.

g. Appliances

- Disconnect all electrical appliances and gas lines (if applicable);
- Appliances should be present so we can check for correct fit;
- Cut in cooktops will be set loose in the benchtop, ready for your appliance installer to mount and hook up.
- We do not reinstall any appliances.

h. Finishing

- Seams will be filled with a polyester material, coloured to match the stone. We strive to match the stone as best as possible;
- We will caulk undermount sinks, backsplashes, and the areas between the stone and the cabinet and along walls and gables;
- Wait 24 hours for seams and caulking to cure before usage in these areas;

i. Waiver of liability

- We are not liable for any damage to benchtop material caused by settling of the subsurface, improper surface preparation (unless prepared by us), other improper construction or the directed placement of materials contrary to our recommendation.
- While we will take all reasonable precautions, walls may be scratched or scribed during the installation process. You will be responsible for touch-ups. If any major damages occur, we will work with you to ensure all issues are remediated. e. Return trips i. Any return trips caused by a failure to meet the above conditions may result in additional charges to you.

• CHARACTERISTICS OF NATURAL STONE

- a. Limestone, marble and honed granite scratch and stain much more easily than polished granite. These stones require additional care.
- b. Each individual natural stone has its own distinct variations in colour and markings. While samples are provided to assist you in your material selection, they only offer a general representation of the overall colour and markings of each product and are not meant to be an exact replication.

- c. With polished granite and marble, any or all the following natural characteristics may be present:

Fissures: these look like spider veins or cracks. We try to avoid large fissures by cutting around them. If it is necessary to reinforce a fissure, we will fill it with resin and/or reinforce it with steel rods on the backside;

Beauty marks: these are natural mineral deposit concentrations that can be seen as intensified spots or lines of colour, lack of colour, or areas with compromised polishing ability;

Pits: these are “pock marks” of various size on the surface of a slab which are the result of the tightness of the material grain and affect the material’s ability to accept a polished finish;

Variations in veining, colour and movement. Materials referred to as “swirl” granites exhibit more of these natural occurrences. These natural characteristics usually pose no structural abnormalities to the stone. We reserve the right to refuse any natural stone lot that does not meet the highest quality standards, including shipments containing heavy pitting or markings, faded coloration, or excessive cracking. We are committed to only using the best-valued products for your benchtops.

If fissures, pits or the natural characteristics of stone are viewed as defects, you may want to choose granite that has less, or consider a different countertop material.

• CHARACTERISTICS AND WARRANTY OF ENGINEERED STONE

Engineered stone does not require resealing. It is very easy to care for and maintain and is highly heat, stain and scratch **resistant**.

- a. the Warranty does not cover any defect in, or damage to, the Product which results from mishandling or misuse;
- b. the Warranty does not cover any defect in, or damage to, the Product which results from placing hot items including, but not limited to, hot pans, electric frying pans or oven trays directly on the Slab. Direct heat can cause thermal shock which can result in cracks.;
- c. the Warranty does not cover any defect in, or damage to, the Product which results from the use of products which contain harsh acids.
- d. The warranty does not cover damaged caused by the placement of heavy items such as sitting or standing

on the surface

- e. Chipping is not covered by warranty as they are caused by direct impact of a heavy item to the surface. Please refer to the care and maintenance guide that you will receive on installation.
- f. Product failure that results in replacement excludes collateral costs such as splash back removal, plumbing, gas and electrical costs.

Love My Kitchen Benchtop makes no warranties, express or implied by supplying companies, as to stain resistance, heat or imperviousness of the products installed. Chips and scratches may occur with wear and tear and are not covered under warranty

● **STONE CARE & MAINTENANCE**

- a. Correct care and cleaning preserves the natural highly polished look of stone. We recommend day-to-day cleaning with soap and warm water, or Lithofin easy-clean stone cleaner that can be ordered from our website www.lovelymyKitchenBenchtop/shop.
- b. Use a soft clean cloth like microfiber.
- c. Never use abrasive cleaners or harsh chemicals such as bathroom and tile cleaners. They can scratch, pit and etch the stone surface;
- d. On natural stone do not use vinegar, lemon or orange cleaners,
- e. Be careful with cleaners that contain alcohol or those that dry faster than you can wipe off. They will often cause a buildup that can make your tops look dull;
- f. Do not wax your countertops.
- g. Never use anything abrasive like steel wool, scouring pads or powders.
- h. Staining - Always wipe up spills promptly with warm water and a clean cloth.
- i. Sealing Granite - While stone is a naturally porous material, sealing creates a surface that resists absorbing alcohol, juice, soft drinks, coffee, food, oil, cosmetics and cleaners;

Your natural stone benchtops are sealed at installation. We only use the highest quality impregnating sealers.

We recommend resealing every 6 months to a year. Typically, the darker granites are denser and require less frequent sealing than lighter granites.

A Note on Other Natural Stone: Marble, limestone, travertine, soapstone and onyx should be cleaned using products specifically designed for natural stone.

Always test a cleaner in an inconspicuous spot to see how it works with the stone.

- j. Waiver of liability - Natural Stone materials are porous by nature and can be subject to stains, scratches and chips.

Natural stone and resurfacing disclaimer

PLEASE READ CAREFULLY

By purchasing any natural stone products ("Natural Stone"), you accept the terms of this disclaimer. Natural Stone, as the name implies, are products of nature. Any variations in texture, colour, veining, and pattern of the Natural Stone purchased must be accepted by the purchaser. These differences and disparities are part of what makes the stone natural in line with your expectations.

You acknowledge that natural stones vary in many ways including but not limited to variation in pattern, texture, and colour. Due to such variation, you acknowledge the actual stone delivered may differ from the sample or picture(s) shown online and other displays.

LMKB Ltd is not responsible for any cracks, stains, breakage, or fissures that may occur after you accept and we install the stone while in good condition. LMKB Ltd reserves the right to make any changes to this Natural Stone Disclaimer and to other terms and conditions set within this documentation any time, without giving prior notice.

All product images and pictures on our website are put in place to give you a general idea about the colour and veining variations in the stone and/or product.

Misconceptions sometimes occur because of the following reasons:

Natural Stone usually varies from one shipment to the other.

Due to changes in lighting, a product may appear differently in pictures than it does in real life.

Computer monitors sometimes interpret colours differently.

Due to the difficulty of capturing all the details and finishes for the sizeable selection of products, we encourage all customers to view the product in person to ensure you are happy with the colour and pattern of your selected material. Physically view the product/stone or the current lot for the product(s) of interest.

When requesting to resurface a natural stone from its original state (i.e. honed to polished or polished to honed), you acknowledge this will change the way the product looks and feels, and this may not be reversed. We have no control over what the final look will be and there is no guarantee the result will be the desired effect. This process outcome varies from stone to stone. Under no circumstances can we accept the stone back once it has been resurfaced. Please ensure the end user is familiar with this process, the selected stone and the end user cannot 'change their mind' once the product has been resurfaced.

I acknowledge and accept all the characteristics of Natural Stone & the points explained to me in this disclaimer in relation to the material I have selected for my project and recognise that LMKB Ltd shall not be held liable for any future claims regarding the use of this material.

Love My Kitchen Benchtop makes no warranties, express or implied by supplying companies, as to stain resistance, heat or imperviousness of the products installed. Chips and scratches may occur with wear and tear and are not covered under warranty

Any consequent or unforeseen damage, loss or expense, aside from the product itself, including for information purposes but not limited to them, damage to other products, installations or additional or supplementary repairs in connection with plumbing, electrical or masonry work that may be necessary in order to repair or replace any product supplied by Love My Kitchen Benchtop, are exclusively excluded from this warranty and shall be the exclusive responsibility of the consumer.

This warranty only applies to initial owner of the property where the job is completed and is not transferable.

I understand and accept the requirements and conditions set out in this agreement

Email reply to confirm this quote is considered as acceptance of terms and conditions

Customer Name (Please Print) _____

Date _____