Congratulations on the purchase and installation of your new countertops. At Construction Resources, we strive for excellence in quality and service and we hope that your selection and installation experience will exceed your expectations. We hope that you will recommend our company to your friends and family!

This Installation Timeline and Agreement packet contains pertinent information about the timing of your project and requirements and standards for templating and installation.

Your review and signature is required to acknowledge that you have read and understand the Installation Agreement and Disclaimer. If you have any additional questions, please speak with your project manager directly.

THE INSTALLATION PROCESS

PREPARING FOR TEMPLATE

Customer or builder must be onsite for decisions and approval.

✓ Selections, to include sinks, faucets, cooktop, edge, and design must be finalized.

✓ Cabinets must be completely installed and level (including panels, doors, and end panels).

 \checkmark Farm or apron sinks must be installed and secured in final location.

 \checkmark Remove all items from cabinet tops and/or existing countertops prior to templating appointment.

✓ Overhangs for island seating must be determined and discussed with your project manager.

 \checkmark Customer may be asked for confirmation signature on template drawing.

PREPARING FOR INSTALLATION

 \checkmark Plumbing, gas, and electrical disconnected prior to installation.

 \checkmark Sinks have been ordered and delivered to CR.

 \checkmark All items have been removed off cabinets or existing countertops.

 \checkmark A clear pathway has been made available free of construction items or furniture where applicable.

 \checkmark Driveway needs to be accessible and clear.

TIMELINE

SELECTION AND DESIGN

✓ Select countertop material, edge, and finish.

Deposit is required to secure or hold selected stone.

 \checkmark Select and order sinks, faucets, cooktops, accessories, and any other items that go on the countertops.

 \checkmark Provide Project Manager with plans or cabinet drawings when available.

TEMPLATE REQUEST

CR requires 72 hour notice to prepare paperwork and to schedule the template.
Customer or builder will receive a call the day prior to template date to confirm the arrival window of the templater.

Customer or builder must be onsite for templating to make decisions and approval.

APPROVAL

✓ Final pricing will be provided within 48 hours of templating.

 \checkmark After final customer approval, the fabrication deposit will be processed by CR.

✓ Fabrication will begin once the deposit has been received and processed by CR.

FABRICATION

✓ If requested or required, customers will have the option to approve countertop layout via Slabsmith or physical layout. This will be set up or provided by project manager. Customer approval is required at this point to proceed with fabrication. Lead time starts at approval.

✓ Fabrication lead times are dictated by type of material, edge or finish, as well as the current shop volume at the time of fabrication.

✓ Project Manager will process and submit completed order.<u>NO CHANGES CAN</u> <u>BE MADE AFTER THIS POINT.</u>

 \checkmark To proceed without delays, all sinks must be received in the shop prior to fabrication.

INSTALLATION

✓ Installation dates are issued the day prior, with a 4-hour window for installer's time of arrival. The window is not a job completion time window, but a timeframe for arrival.

 \checkmark Faucets, drains and cooktops should be disconnected the day prior to installation.

 \checkmark All items must be removed from cabinets or existing countertops.

 \checkmark A clear pathway has been made available free of construction items or furniture where applicable.

✓ Driveway needs to be accessible and clear.

Customer or builder must be on-site for completion of installation to inspect and approve.

✓ As a standard, CR applies a basic sealer prior to installation. CR also offers a stain protection warranty, which is available at an additional cost. Stain Protection Warranty does not cover etching or watermarks. This stain warranty is not offered on any Quartzite.

Installation Agreement

CONSTRUCTION RESOURCES (CR) IS NOT A GENERAL CONTRACTOR OR REMODELING COMPANY.

CR RECOMMENDS THE USE OF A CONTRACTOR TO HANDLE THE FOLLOWING: FRAMING, PLUMBING, ELECTRICAL, OR CARPENTRY WORK UNLESS SPECIFIED AS A SEPARATE LINE ITEM IN THE QUOTE.

Although our installers will make every effort to be careful, this is construction and some things are unavoidable when remodeling and installing new countertops. Accordingly, and as a condition to CR performing the required work, the customer acknowledges and accepts the following conditions:

1. In remodel projects, CR does not remove existing countertops unless contracted to do so. CR is not responsible for plumbing, electrical or gas connection, paint touch-ups or carpentry required to complete the renovation. CR will not attach dishwashers to countertops.

2. In remodel projects, CR is not responsible for wall gaps, gaps between countertops and cabinets due to bows in walls or new splashes that may not cover old splash line marks.

3. CR is not responsible for the repair of small dings or scratches to walls, wallpaper, cabinets, trim, existing paint, stain, or wallpaper lines not covered by the new countertop.

4. Our crews are certified stone installers but not certified in other trades. Therefore, CR cannot be responsible for damage to existing plumbing, faucets, electrical outlets and disposals due to age or corrosion.

5. Before installation, plumbing is required to be disconnected. If CR has been contracted to disconnect plumbing, the customer releases CR from any liability or possible damage due to leaking aged pipes or valves.

6. CR is not responsible for damage to existing tile that can occur during removal or installation process, should the customer opt not to remove. Tile backsplashes that have not been removed prior to installation can adversely affect the leveling of the countertops.

7. CR recommends that mirrors be removed. CR is not responsible for existing mirrors breaking during the removal or installation of countertops.

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8. CR is **not** responsible for removing or installing appliances, or for any damage which may occur to any appliances that are not removed prior to installation of countertops. CR is not responsible for damage to floors if moving appliances.

9. CR is **not** responsible for damage to items on countertops that are not removed prior to installation.

10. Most countertops and all fireplaces will require a seam. Seams are an integral part of your project. Our installers will attempt to make the seam as inconspicuous as possible, but **all seams are visible and can be felt**. The industry standard for seams: 1/8" wide and 1/32" rise for every 12" of seam.

11. Construction Resources cannot install wall to wall tops tight to cabinet panels without damaging cabinet panels. For this reason, a ¼" gap on each end is within tolerance and should be expected. The ¼" gap will be caulked. This also applies to back walls that vary due to being out of square, not plumb, wavy due to improper drywall install, or not properly framed. Back walls may have ¼" gap which will be caulked.

12. Decisions about seam location are made using several criteria; size of material, cutouts, manageability of pieces, expected expansion from heat, kitchen layout, and installation considerations. CR will do their best to accommodate customers request pertaining to seam location; however, based on the reasons listed above, seam placement may need to be in a specified location which will be discussed and approved prior to fabrication to ensure the structural integrity of the countertop.

13. When transitioning from Horizontal Deck Top to any Vertical Splash, Leg or Surface, the vein pattern match will vary based on vein pattern, thickness & variation. **A perfect match will not occur** from a horizontal top to a vertical surface. On vertical splashes this is due to the surface of the vertical splash sitting forward on the Deck Top (1 1/8" - 3cm) & (3/4" - 2cm). This will create a slight mismatch of vein pattern.

14. Overhangs

- NSI (Natural Stone Institute) Guideline is that 2/3 of the material should be supported (or on a cabinet base) - for example, a 30" cabinet can hold a 15" supported overhang.
- Overhangs on raised bars should be supported by brackets or cabinets if more than 10".
- NSI Support Guidelines for 2cm stone, up to 6", anything greater requires support.
- NSI Sup port Guidelines for 3cm stone, up to 10", anything greater requires support.
- Additional support is supplied and installed by contractor prior to installation or contracted from CR.

15. CR <u>does not</u> polish the underside of overhangs. CR can accommodate this request for an additional charge, however this must be determined before installation. This will also add to the fabrication and overall lead time.

16. During installation of countertops and any onsite cutting that might be required, every effort will be made to minimize dust. CR <u>cannot</u> be responsible for 100% containment of dust from onsite cutting of stone. It is recommended that the HVAC is turned off during cutting.

17. Countertops must be installed on sturdy and level cabinets. If they are <u>not</u> level, it is the owner's responsibility to have this remedied. Should cabinets require modifications for countertop installation, work will be rescheduled once issues are addressed, a trip charge will be required.

18. CR does not guarantee installation times or dates. Fees incurred due to problems that delay the completion of your project are **not** the responsibility of CR. Installation dates are issued the day before install, with a 4-hour window for the installer's arrival time.

19. During transportation and installation, a countertop may break. Should a break occur, the countertop will be re-fabricated on a priority basis, but CR will not provide compensation for the delay.

20. Countertops are custom made, and therefore are not returnable, and the purchase price cannot be refunded. <u>Cancellations are not accepted after your approval has been received. Changes in orders may result in additional fees.</u>

21. The initial estimate is valid for 30 days. After 30 days, CR has the right to adjust pricing, unless a deposit has been received.

22. The final price will be determined after field templates are completed with final dimensions, square footage, and selections. <u>The final quoted price</u> <u>overrides all previous estimates.</u>

23. Any verbal communication between customer and sales representative, project manager, templater, or installer is non-binding. ALL communication must be done in writing, emailed and/or faxed to the office.

24. If payment is made using a credit card, a convenience fee of 3% will be applied.

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DISCLAIMER FOR ALL NATURAL MATERIALS

PLEASE REVIEW AND SIGN AT THE BOTTOM

- Customer acknowledges that natural materials will have color, veins, and shade
- variations. No two slabs are the same. Veins, pits, fissures, and cracks are normal characteristics of natural surfaces. <u>CR cannot control or be held</u> <u>responsible for color variations, color inconsistencies, stains, or surface</u> <u>scratches after installation is completed.</u>
- Customer acknowledges <u>marble</u> is a calcium-rich stone, porous, and susceptible to expansion. It contains inherent weak spots and fissures; these will become more noticeable if separation occurs. Any movement of cabinets, walls or general settling of your home could cause any of these or new cracks to open and/or become noticeable. CR does <u>not</u> provide compensation should your countertop crack after installation.
- Customer acknowledges <u>quartzite</u> is a quartz-rich sandstone and absorption ratings vary. Quartzite is prone to small cracks and fissures in the surface.
- Minor chipping of the product can occur during installations but is repairable on-site. CR will not be responsible for re-fabrication due to minor chipping.
- The following items are not defects and will <u>not</u> impair the function or durability of the material:
 - Color, pattern, and particulate variation within the same slab
 - Fissures or small hairline crevices which may appear as a crack on the surface
 - Pits and air gaps created during rock formation
 - Inclusions or clusters of material deposits of any color during rock formation
 - Water lines
 - Blemishes or dull spots
- Natural stones can be honed, leathered, or polished. The standard finish of a stone is polished. Customers may request to change the finish for an upgraded cost. Altering may affect consistency, stain resistance, and appearance. Honing darker stones may lead to fingerprints and water spots. Changing the finish may also affect the ability to match edges.
- Natural materials are very heat resistant and unlikely to burn or scorch. However, thermal shock or cracks may occur if the countertop is subject to extreme temperature changes. It is recommended that you protect your countertop by using trivets or hot pads.

- Unsealed natural stone can absorb stains, which can cause dark spots or discoloration. As a standard, CR will apply a basic sealer prior to installation.
- I have been offered the Stain Protection Warranty Product. I am aware of the benefits of this program and have been provided the opportunity to purchase a stain protection warranty for the natural stone surfaces installed by CR.
- Stain warranties are not offered on any Quartzite. Stain Protection Warranty does not cover etching or watermarks on any natural stone materials, including marbles.

QUARTZITE COUNTERTOP DISCLAIMER

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 the impregnation of resins. Resins are natural or synthetic compounds generally originating from tree 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 infusion is done 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 can be 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. Although sealer is recommended, there is not a stain protection warranty available on honed or textured quartzite. Stain Protection Warranty is not offered on Quartzites and does not cover staining, etching or watermarks.

It is typical for quartzite slabs to contain natural fissures which can open up 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. Any repair work needed on the material selected by the homeowner/builder will be available at an additional charge.

Construction Resources, LLC cannot be held responsible in any cause of action resulting from a product of nature in any form and makes no guarantee of the geological composition of any stone. Construction Resources, LLC shall not be liable to any person for any special, indirect or consequential damages relating to the use of the material chosen by the homeowner/builder.

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