



Choice Granite and Marble LLC
803 Geyer Rd
Pittsburgh PA 15212
P: 412-821-3900 F: 412-821-7607
www.Choicegraniteandmarble.com
PA Contractor License # HIC: PA# 084761

January, 1st 2014

Choice Granite and Marble LLC Terms and Conditions of Sale Warranty Information

This booklet contains important information, disclaimers and warranty information about your natural stone countertop purchase. The enclosed information should answer most customer questions and addresses potential relevant issues. **Your review and signature are required** as a part of our diligent pursuit of excellence in the field of home surfacing products. For customers putting a deposit down, your deposit is acceptance of the terms and conditions regardless if a signature is added to this document.

We put this information together to help our customers understand the characteristics of natural stone and the processes used to template, machine/fabricate and install new countertops. By explaining the process in more detail, we hope to ensure your satisfaction with the completed job. Please review the information carefully. If you have questions, please contact your project manager in the main office. You will be required to sign the documents herein, acknowledging that you have read and understood the relevant topics.

Choice Granite and Marble is proud to be one of Pittsburgh's leading natural stone distributors and fabricators. The factory/showroom has been in the same headquarters location since 1964. CGM utilizes the latest machining/fabricating technologies, including , Autocad, CNC technology and SawJet systems. CGM is fully licensed and insured to do business in our area. CGM carries a large selection of the finest Granites, Marbles and other stones that originate globally. At any given time we generally have over 300 slabs in stock for customers to one stop shop at our facility. In addition to Granite, CGM offers a wide selection of Quartz products from all the leading manufacturers. CGM has experienced employees in manufacturing, installation and most importantly In-house design. Our employees can meet the needs of our customers.

Frequently Asked Questions

What is Granite?

Granite is natural stone, formed many millions of years ago. Granite has extreme hardness making it an ideal choice for surfacing materials. Granite also has natural beauty making it appealing when used for countertops and other surfacing products.

“I have heard that granite has small cracks and pits in it. What are these?”

Fissures occur naturally in many types of stone. The term fissure is used in the stone industry to describe a visible separation along inter-crystalline boundaries. The separation may start and stop

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within the stone and extend to the edges. A fissure differs from a crack in that is a natural occurrence. All granites contain some degree of fissures, some more than others. Fissures are not a flaw in the stone. Pitting of the stone surface is a common characteristic of granite, marble, soapstone and travertine. Some Granites contain materials other than quartz as part of the composition. Many of these other material in the stone have a different hardness than Quartz. Some of those embedded materials are flakey and do cause pits or layers to flake off. This is also a natural occurrence in granite. The pits or flakes do not make the stone less durable or inferior, and do not in themselves qualify the slab for replacement. As a matter of fact, many of the more expensive stones, with a high degree of veining can exhibit this characteristic. Customers should expect some of these conditions with the stone.

My neighbor has granite and there are small chips along the seam. Is this normal?

Chipping will occur, particularly in the igneous stone varieties, as a result of sawing operation. During the polishing operation CGM will put a small chamfer on the edge to eliminate most of the chips caused in the sawing operation. The chamfer can cause the seam to appear wider than it actually is. Larger chips are then filled with resin. In general CGM does not normally use a chamfer on the edge of a seam. However some stones are naturally more brittle and susceptible to a high degree of chipping. When these stones present the issue noted herein CGM reserves the right o chamfer the seams edge ever so slightly to remove the chips. We will do so to create the most aesthetically pleasing installation. All seams machined in our shop or in the field will be filled with resin.

I have seen some seams that are not perfectly smooth, why is this?

The term “lippage” as used in the granite countertop industry, is the planar offset of the finished surfaces of two adjacent stone sections. Due to the relatively tight seams used in countertop installations, even minor amounts of lippage are noticeable. Lippage may be unavoidable due to permanent warp in the slab stock. There should be no detectable lippage at the front or rear edge of the countertop. Maximum permissible lippage at the center of the countertop is 1/32 inch (0.8mm)

Some of the walls in my kitchen are bowed and/or inconsistent. Will the granite follow the bow and conform to the wall?

Granite, Marble and Quartz are very rigid materials and do not bend to follow irregularities of walls. No wall is perfectly straight. There will be areas where small gaps are visible. The size of these gaps is determined by the severity of the bowed wall. Countertops receiving a backsplash will not be scribed in an attempt to follow the irregularity of any wall. A gap of 1/8 inch to 1/2” wide (covered by backsplashes) is normally used between the stone countertop and walls, in order to allow the hme framing to expand and contract during seasonal changes. For areas without splashes, counters will be scribed to industry standards. Customers must understand, if not using splashes, some deviation will likely be noticeable and this cannot be prevented or rejected by the customer.

What are the maximum overhangs allowed for an eating area?

Unsupported overhang cannot exceed 6 inches on 3/4” thick (2cm) granite and 10 inches on 1.25 inch thick (3cm) granite. For larger overhangs, the homeowner or contractor should install supports.

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Do I need to be present during measuring / templating of the countertops?

Yes, absolutely someone must be present. The customer must review the template, including seam locations, overhangs, radius corners and other issues with CGM employee assigned to template the job. Upon completion of the template, you or your designate, will be asked to sign the template/drawing of your countertop project. This document will indicate the **approximate** location of the seams and other specific design information.

Do I get to keep any remaining slab material?

Unfortunately, all remaining material is the property of CGM unless specifically agreed to in advance on your invoice. Customers pay for Square Feet, not slabs.

Do I need to have the existing countertops removed prior to the template date?

It is not always required to remove existing countertops prior to template. In some cases, special circumstances might require existing countertops be removed prior to template. Walls are rarely straight, and corners rarely square. To ensure the highest degree of accuracy, we prefer your existing countertops be removed prior to template. If you cannot be without countertops for the duration of the manufacturing process, it is possible to template with the existing countertops in place. CGM does offer countertop tear out service. Countertop removal, haul-off of old countertops, plumbing services and other non-countertop related jobs/services are NEVER included in the price of countertops unless explicitly noted in your pricing proposal.

What other items do I need to know prior to templating?

- Final pricing will be based on actual field measurements and conditions
- If, after field measurement, CGM is required to use additional slabs of material, the price will reflect the added material. Customers should confirm pricing with their project manager after template and slab selection/layout.
- Undermount sinks, faucets and cooktops **must be onsite** during template process. It is the **Customer's responsibility to make sure that the sink and cooktop fit into the base cabinet.** CGM will not be responsible if the items do not fit. We will make every attempt to fit the items but that might require cutting customer cabinets and cutting more granite than expected. CGM will not be liable for damage or changes to installation to make these items fit properly.
- The appointment to template is the last chance to make changes to the original order/design. Changes must be made in writing and be faxed or emailed to the customers project manager.
- Changes may delay the installation
- Cabinets must be fully installed including all finishing panels before the template can be made.
- Customers utilizing a full height backsplash will require a 2nd template and 2nd installation day.

What are some things I should know about the countertop tear out process?

The sink, faucets and dishwasher will need to be disconnected prior to removing the old countertops. There may be some unavoidable minor damage done during the tear out to surrounding walls, existing tiles and possibly cabinets. CGM countertop installers are NOT responsible for this minor

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damage. This type of damage can and does occur with most installations and the customer should be prepared to make touchups and repairs once the new countertops are installed.

- CGM will not discount, credit, or in any way reduce the price due to minor scratches or construction damage

The removal of existing countertops and installation of new countertops is a major construction process. There will be minor damage to surrounding areas and some amount of dust and debris created in the process.

Are my cabinets structurally sound to handle the weight of stone?

Most cabinets can easily handle the weight of granite countertops. It is often not possible to assess cabinet problems prior to the removal of the existing countertops. If significant problems are detected after the removal of existing countertops, either in structure or if the cabinets are NOT LEVEL the installation could be delayed. It is the RESPONSIBILITY of the homeowner to have the cabinets repaired to acceptable standards of levelness and structure. If the installation must be rescheduled due to cabinet issues and a new appointment day is needed, return trip fees will apply. The return trip fee for a full day countertop install is \$800.00 per day. Countertops can be shimmed and installed with cabinets out of level and flat plane up to ¼", depending on slope and length of the deviation. Beyond ¼" the cabinets must be repaired. Countertops sit directly on top of the cabinets. If shims are used the customer may see gaps under the granite and between cabinets. CGM will not be responsible for these gaps as the homeowner must approve the use of shims, otherwise have the cabinets leveled to flat plane.

What are some important things I should know about the installation of my new countertops?

- Owner or designated representative must be onsite during the entire installation process. Owner or rep must be able to make decisions on issues which may arise on site during installation. They will be required to sign the completion forms at the end of installation. In the event the buyer authorizes CGM to install the countertops, with no representative available, the customer is in automatic acceptance of the installation and will be considered to have signed the close out documents. Your deposit for the countertop project is acceptance of this condition.
- All seams will be placed at the discretion of CGM. Every effort will be made to indicate seam location during the template process, however we reserve the right to move seam locations as needed to cut around inclusions, cracks or other irregularities within the stone or to maximize slab consumption. **Absolutely no financial compensation will be allowed for movement of seams by CGM.**
- Overhangs will vary slightly over the length of the countertop. The standard overhang is 1.5 inches.
- Standard backsplash height is 4 inches. CGM will NOT be responsible if the backsplash does not cover paint or wallpaper lines. It is the customer responsibility to have electrical outlets moved to miss the backsplash or to be included within the backsplash. This must be done prior to installation. If customer desires a different height backsplash, the customer must make that request to their project manager prior to commencement of template.

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- All Structural supports for Granite overhanging the cabinets are the buyer responsibility, unless you are purchasing the hidden steel supports from Choice Granite and Marble. The Marble Institute of American recommends structural supports for anything exceeding 8 inches of overhang. If customer chooses to utilize other types of structural supports, for example Corbels, it is the customer responsibility to assure they are properly designed to carry the support load. It is the customer responsibility to assure the Corbels are properly attached to support the load of the granite, plus any loads the customer might place on the granite top or edge overhang. This should be completed prior to installation of the granite, marble, quartz or stone. All Breakfast bars, Bar tops, mantels apply to this standard.
- Plumbing for undermount sinks should not be reattached for 24 hours after completion of the installation. If the sink moves due to customers attaching plumbing before 24 hour period, CGM will reset the sink but there will be an additional charge of \$70.00 per hour plus travel time.
- The tear-out and installation of countertops is a MAJOR CONSTRUCTION process. There will be dust generated in the process. Owners should remove all items in the cabinets. You should turn off heat and/or air conditioning. CGM will make a best effort to clean up residual dust prior to leaving but any remaining dust is the customers responsibility to clean up.
- Installers are NOT allowed to move or reinstall appliances. All appliances should be disconnected and moved aside during the installation process. If CGM employees are required to move appliances **WE WILL NOT BE RESPONSIBLE** for damage that occurs to the appliance or surround areas (ex. Floors). Customer acknowledge this provision by not having the items moved and requesting CGM employees to do the work not included in our scope of countertops.
- It is responsibility of the homeowner to provide a safe work environment for CGM employees. There will be many trips between jobsite and work vehicles. The pathway should be clean and clear of debris. New home builders should have an acceptable access way into and out of the property. Properties missing driveways, walkways and steps into the building are not safe work environments. If CGM employees determine the conditions are not safe for carrying granite countertops into the property a new installation date will need set. CGM will charge the customer for a second installation date at \$800.00 per day for a full day if required.
- CGM caulks stone to stone. If CGM is asked to caulk wall to stone, it will be with paintable latex caulk. Color match caulk is not provided by CGM.

IMPORTANT

The removal of existing countertops and the installation of new ones are major construction processes. There are often time delays in projects such as these. A number of things can happen to offset the original timing estimate. Every project is unique and unforeseen circumstances may arise in the areas of material breakage, personnel issues, equipment, weather and acts of god. No financial compensation will be made due to such delays. These potential occurrences should be understood by customers and planned for. CGM is committed to a quality installation and will hold to the schedule as these factors allow.

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These guidelines are endorsed by the Marble Institute of America and should clearly explain our processes and answer many of your questions.

PRODUCT SPECIFICATION SHEET

General information

Granite countertops are composed of natural materials and are subject to variations in color, veining and pattern. Fissures, dry seams and pitting are all naturally occurring features of granite and are NOT defects. These natural characteristics will not change over time and in no way impact stone performance. Absolutely no claims will be accepted after installation. Because of this we recommend that all slabs of exotic stone be viewed by customer prior to installation.

Seams:

Placement of seams is at discretion of CGM. Seams vary from 1/16-1/8 inch and are discernable to the eye and touch. Every effort is made to ensure seams are placed in the best location for beauty and integrity. Natural characteristics of granite make it IMPOSSIBLE to guarantee a match in color or veining when seaming two pieces together. CGM will make a best effort to match the seams but provide no guarantee of conformity for every piece due to slab consumption.

Staining:

Granite countertops rarely stain when properly sealed and maintained. Most stains can be removed with poultice. Marble and Travertine can stain more easily than granite. Sealing the surfaces is recommended every six months.

Sealing:

All countertops are sealed prior to installation using approved stone sealer.

Cleaning:

You may use lukewarm water and PH neutral detergent to clean your countertop.

Chips:

When machining granite countertops, chipping at the edges and corners may occur. These chips are normally patched and repaired.

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Scope of Work of Choice Granite and Marble LLC

CGM is a company that manufactures and installs stone products for homes and businesses.

CGM is not a General Contractor or Remodeling Company

Please understand our scope of work is limited to the fabrication and installation of countertops, vanity tops, tub surrounds, wall cladding, fire place hearths, tabletops, etc.

You are not being charged for and we are not providing the following: Framing, plumbing, electrical work or carpentry work unless specified in your proposal.

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 CGM performing the requested work, the customer acknowledges and accepts CGM is NOT responsible for the following items:

1. Initial _____ Small dings or scratches to walls, wall paper, cabinets, trim, old paint, stain or wall paper lines not 100% covered by the new tops.
2. Initial _____ Damage to existing plumbing, faucets and disposals due to age or corrosion
3. Initial _____ The saving fo tile splashes in order to remove or install countertops
4. Initial _____ The working condition of appliances which were removed for installation of tops or damage caused by removal or repositioning of appliances during top removal or installation
5. Initial _____ containment of dust due to cutting, fabricating or installation CGM products
6. Initial _____ CGM is not responsible for plumbing, electrical or gas connections, paint touch ups or carpentry on walls or trim work. Unless contracted to do so, we do not disconnect or reconnect plumbing, install or caulk drops in sinks. We do not remove or reinstall any wall fixtures, electrical plates, mirrors or light fixtures. We do not install or reinstall handicap bars or towel bars. We do not replace household items on countertops which were moved for tear-out or installation.
7. Initial _____ When we issue an installation date, it is based on our anticipated ability to install your project. Our staff is forbidden from giving exact installation times or dates, only windows. These times will be given in a four (4) hour window. There are a number of factors which may cause a date or time to be changed. A job scheduled prior to yours may not have been completed in the anticipated length of time, damage to your products during loading or traveling, traffic or weather conditions. The manufacturing process is somewhat precise, installation is subject to a number of variables. Please be assured we want the entire process to proceed smoothly but we have a very difficult job to accomplish. CGM is NOT responsible for compensation due to problems which may delay the completion of your project as we do NOT guarantee installation times or dates.

Project Manager

Customer Signature

Date _____

Date _____

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Terms and Conditions of Sale

1. Contract and Deposit: A signed terms sheet, a signed work order and a 50% deposit are required. In event customer orders over phone or email, the 50% deposit is acceptance of all terms and conditions of sale.
2. Our pricing generally includes template, fabrication and installation. On request we can provide only fabrication and installation or only fabrication. Please see your proposal for specifics.
3. Condition of cabinets: To maintain warranty cabinetry must be COMPLETELY level. If cabinetry is not level CGM will shim the countertop at our discretion. CGM will not provide or install molding to cover any gaps between tops and cabinets. Customers accept liability for any and all broken countertops after completion of the install, if the cabinets were not Completely level and flat.
4. Sinks and Appliances: Sinks, sink accessories, cooktops and appliances must be at the job site at time of template. If these items are missing, cutouts made using customer dimensions and locations must be in writing and are sole responsibility of the customer.
5. Removal of Old tops and Backsplashes: The standard stone backsplash is 4 inch tall. Most laminate backsplashes are 4 inch tall. When replacing laminate tops, there will be a difference in the finished height. Customer can order taller splashes but must notify the project manager. Otherwise, some painting by customer may be required.
6. Additional trips to your home: If a second trip is required to complete your template or inspect cabinets at \$195.00 fee may be charged. Any other return trips to the job site made through no fault of CGM will be invoiced at a charge of \$95.00 per hour plus materials and travel time.
7. Plumbing/Gas/Other: CGM does not disconnect or reconnect plumbing, electrical or gas lines etc. CGM does not mount any appliances, nor perform any preparatory service for countertops or wall material. CGM will, for an additional cost remove existing countertops. Plumbers should be scheduled for connection the day after countertop installation. Customers can contract with authorized Plumbers through CGM. Let your project manager know if you want this service.
8. Sitting/Standing on countertops: Sitting or standing should not be permitted on countertops. Any damage caused by sitting or standing on countertops voids CGM warranty.
9. Post template changes: All changes to work orders after initial template must be in writing and signed by the customer. A second template fee will be automatically added to the invoice. Changes could result in delays.
10. Seams: Stone seams may be visible to the eye and be felt. Our seams conform to Marble institute of America guidelines to be within 1/16 of an inch. Placement of seams, reveal at backssplash ends and figuring is at the discretion of CGM. Input from the customer is welcome and CGM will attempt to accommodate the request when possible.
11. Improper Design: CGM is not a design company, and CGM will not be responsible for improper design or layout. Common issues arise with fitting specific sinks in cabinets and vanities and fitting cooktops with separate downdrafts into cabinets. Informing CGM of the actual appliance description, faucets and sinks that you intend on using at the earliest time helps prevent errors. Items not available during template process are responsibility of customer.
12. Payment: Invoices are due and payable upon presentation unless agreed upon terms have been authorized.
13. There is no product warranty if full payment has not been received.
14. Jurisdiction: This agreement shall be governed by the laws of state of Pennsylvania. Customer waives right to jury trial.
15. The responsible party must be on site at template and during installation
16. CGM is responsible only for caulking stone to stone. Stone to wall caulking is responsibility of the owner/builder unless specified. If CGM does caulk stone to wall we do not guarantee color match.
17. Pricing proposal is an estimate only, customers are responsible for any overage in square footage determined after actual template
18. Customers are welcome to layout their template on the slabs. CGM will make every reasonable effort to accommodate the layout but provides NO guarantee to the exact layout.
19. Once a customer has signed the installation close out documents, they fully authorize CGM to collect payment in full, including charging the credit card on file at CGM
20. Customers may not stipulate any particular employee do templates or installations. If a qualified employee is sent to the jobsite is refused entry to permission to perform the work, that customer will be charged a return trip fee, as outlined above.

Project Manager Signature

Customer Acceptance Signature

Date _____

Date _____

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For Templating and Production

- ___ 1. Cabinets are in place, permanently attached, level and ready for new tops
- ___ 2. Existing Counters ___ are removed ___ are not removed
- ___ 3. Existing backsplashes are removed
- ___ 4. Undermount Sink template is on site
- ___ 5. Cooktop is on site
- ___ 6. Sinks and Cooktops checked and fit in existing cabinets
- ___ 7. Faucets and fixtures on site
- ___ 8. Centerline locations for all cutouts have been determined
- ___ 9. Cabinets are cleared of all items that might interfere with measuring
- ___ 10. Edge details, radius corners, overhangs have been determined
- ___ 11. Corbels for overhands are in place
- ___ 12. Any special shapes, additional holes, etc have been determined
- ___ 13. Additional trip charge will be added to jobs requiring more than one trip to jobsite to obtain measuring information, billed at \$95.00 per hour plus travel time.
- ___ 14. Final pricing based on actual field measurements/template
- ___ 15. Customer representative to be on site at time of template and installation

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Final pricing and any changes will be confirmed in writing by the project manager after templating. They can be reached at 412-821-3900. Changes may delay the installation. By signing below you confirm that you understand this checklist as well as the rest of the information on previous pages.

Project Manager

Customer Acceptance

Date

Date

CGM Marble / Travertine / Limestone Disclaimer

Please initial each item and sign below

Marble Products do NOT have a Warranty

- 1. Purchaser acknowledges that marble material will have color and shade variations, no two slabs will be the same. Pits and cracks are normal characteristics of Marble. At any part of a uniform looking color there maybe a vein or spot or off color markings. These markings can not be avoided in cutting. Marble slabs will be filled in areas and not take a shine. There may be veins, fissures or cracks that have been mended at the quarry or CGM. Customer Initial
2. CGM uses high quality sealer on all countertops. Sealer is meant to protect stone but does not guarantee against staining. Polished marble is especially susceptible to acids and spills. The fabricator makes no warranties implied or expressed as to stain resistance, scratches or etching of marble. You should reseal marble every six months. Customer Initial
3. Purchaser acknowledges that marble is a calcium rich stone, porous and susceptible to expansion. It contains inherent weak spots, hairline cracks and fissures. These will become more noticeable if separation occurs. Any movement in cabinets, wall or general settling of your home could cause any of these cracks to open. We do NOT provide compensation should your countertop crack after installation Customer Initial
4. Minor chipping of the product can occur during installation but is repairable on site. CGM will not be responsible for re-fabrication due to minor chipping of marble. Customer Initial
5. Countertops must be installed on sturdy level cabinets. Should problems be detected at the time of installation, it is the owners responsibility to have these problems remedied. Customer Initial
6. Most marble applications contain seams. All seams can be seen and felt. Seams in white marble or granite will appear more noticeable. Seam sizes range in width and can be as wide as 1/8 inch. This seam size is standard and acceptable in the industry. Customer Initial
7. CGM will have absolute authority on number and location of seams. Seams in veined colors or material with movement might not match. Horizontal veins may intersect vertical lines at seams. Decisions about seams are made on a number of criteria. Among them are the size of the material, cutouts, manageability of the piece, kitchen layout and installation considerations. Customer Initial
8. Marble backsplashes are more fragile than countertops because of their small size. Backsplashes that are long and thin have a tendency to break. Therefore, there maybe seams in the backsplash that don't match the countertop seams. Customer Initial
9. Extreme heat to marble can damage the surface Customer Initial
10. Natural marble countertops are fragile. During transportation and installation a top can break. Should a piece break it will be given priority manufacturing. However CGM will not be responsible for the delay and will NOT pay compensation for the delay. Customer Initial
11. The underside of marble is not polished Customer Initial
12. Any verbal communication between the customer and project manager or other employees is non-binding. All communication must be done in writing, faxed or emailed. Customer Initial
13. Natural marble, travertine and limestone are high end countertop selections. Certain material colors and slabs may cost thousands of dollars. For this reason, installed countertop pricing may vary based on material yield and number of slabs required. CGM cannot and will not be responsible for slab overages based on having to cut

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extra slabs to complete installation. Please be sure to confirm template matched the pricing proposal as CGM will charge for extra material. Customer Initial_____

Customer Signature

Project Manager

Date _____

Date _____

We recommend Dupont Bulletproof Protection Program for all Marble, Travertine and limestone.

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