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## TERMS & CONDITIONS

Atlantic Stoneworks {"Seller"} is your stone product distributor/installer. If installation is part of this contract, it is warranted against defects for 3 years and is not transferable. This warranty is only applicable to permanent installation and form fit installations, and it excludes problems arising from cabinet deficiencies or movement in the base floor, all of which shall be the Buyer's sole responsibility.

Installation and measurement appointments are not a part of this contract, and are never guaranteed. Appointments for delivery and/or installation of merchandise are subject to delays caused by accidents, availability of material or installers, transportation delays, discovery of defects in merchandise, and other causes beyond Seller's reasonable control.

Buyer agrees that, until this contract is paid in full, Seller shall have a purchase money lien on the goods, and that they will not be removed from the premises or be encumbered by any other lien. Risk of loss or damage to the merchandise, from any cause, occurring after delivery to Buyer is assumed by the Buyer, and no such loss or damage shall affect the rights of Seller under this contract. If Buyer defaults under this contract then, whether or not suit is filed, Buyer shall pay to Seller all costs, including a fee for any returned check, merchandise lien costs, and reasonable fees incurred. Any money that is not paid when due shall bear interest at the rate of 18% per annum.

Unless otherwise specified in writing by Seller, this contract is irrevocable and may not be terminated, either in whole or in part. Buyer acknowledges that administration, bookkeeping, handling, delivery and other costs will be incurred by Seller immediately after preparation of this contract. If Buyer cancels an order before installation of materials or countertops or receipt by Seller of specially ordered goods, then Buyer agrees to pay Seller, as liquidated damages, a charge equal to 25% of the total price of the canceled order. Upon installation of materials or countertops or receipt by Seller of special orders, Buyer will be responsible for payment of the entire purchase price. Credit terms must be approved by Seller and are subject to change without notice.

The estimated price on the front of this contract can be adjusted after the actual measurements are verified by Seller. Buyer agrees that telephone confirmation of the final price shall be binding. Should a condition be discovered that was not known by Seller at the time of price confirmation, or if Buyer requests a change to this order that is approved by Seller, then Buyer agrees that the price may be increased or decreased to reflect the different condition or the approved change.

Stone is a natural product, which no two slabs or tiles are exactly alike. You or your installer must inspect and blend the stone together to achieve the maximum beauty or potential of the color selected. Absolutely no claim for shading, defective or incorrect materials will be allowed after installation. There will be a 35% fee charged for any material returned.

Unless otherwise specified in writing by Seller, materials sold under this contract come with only those warranties that are provided by the manufacturer. All other warranties, expressed or implied, including the warranty of merchantability and any implied warranty that the goods shall be fit for a particular purpose, are hereby excluded. Unless otherwise specified by Seller in writing, Seller cannot warrant countertop or tile. The rights of Buyer under this contract are not transferable. BUYER'S SOLE RESPONSIBILITY AND EXCLUSIVE REMEDY AND MEASURE OF DAMAGES FOR NONCONFORMING OR DEFECTIVE COUNTERTOP OR TILE, IN LIEU OF ALL OTHER REMEDIES, SHALL BE LIMITED TO EITHER REPAIR OR EXCHANGE WITH CONFORMING MERCHANDISE. If this purchase is for commercial purposes, it is expressly agreed that Seller shall have no liability for any consequential damages.

Color match to samples may vary from lot to lot and Buyer agrees to accept color variation that fall within industry-established ranges. This contract and invoice POD receipt shall be subject to correction for clerical or mathematical errors, and Buyer agrees that such errors shall not constitute a waiver by Seller of the correct amount due for this purchase. Buyer expressly agrees that no endorsement or statement on any check nor any payment for less than the amount owed shall be deemed an accord or satisfaction and Seller shall accept such check on account with out prejudice to Seller's right to recover the balance due for this purchase. This contract contains the entire agreement of the parties and Buyer acknowledges that Seller has not made any representations or agreements that are not expressly contained or referred to herein. Seller will not be bound by any amendment or change hereto or waiver of any term unless such amendment change or waiver is approved by Seller in writing.

**APPLIANCE AND PLUMBING:** Owner and/or agent must supply AS or its fabricator any and all appliances or plumbing fixtures on or before installation. If items are not provided on a timely basis and fabricator is required to return to jobsite for work related to missing items, there will be a service charge added to contract cost. This service charge is based on a \$75.00 per man hour ratio with a minimum service fee of \$150.00.