



RMI
RYE MARBLE INC

TERMS AND CONDITIONS

The following document generally outlines the next steps of your project, what to expect and how to prepare for your new stone surfaces.

Customer Responsibilities:

Thank you for choosing Rye Marble Incorporated (RMI) for your project. We require that following criteria are all met. In most cases if any of these criteria are not met, we may suspend your project until the items are complete.

We require at least one week notice to schedule on-site measurements. Please be mindful of the fact that quality stone work depends on other trades doing a good job. Our installation can only be as good as the substrate we are provided.

In order for your project to be measured please ensure the following conditions are met:

1. All cabinetry must be completely installed and 100% complete. This also includes any other trades work pertinent to the area the stone is being installed. (i.e Cabinets permanently fastened and immoveable. Doors and Drawers must be installed. Cabinets should be set straight and level. If we detect any problem with the cabinetry we will bring it to someone's attention. Your project may be delayed, and a fee for our time may be assessed if we arrive for an appointment and the site is not ready.
2. All stoves, cooktops, sinks, faucets, soap dispensers, and any other accessory pertinent to the installation of the countertops must be on the job site during the template. RMI will not fabricate any cutout from manufacturers specifications without having the physical accessory available.
3. The cabinets are not to be moved or adjusted at all after we template. Moving or adjusting the cabinets will result in poor fitting countertops and changes in overhang.
4. No sheetrock compound work should be done after the template is made. Farm sinks must be in place for us to template. There are no exceptions to this rule .
5. For a fireplace template, any fireplace insert of any kind must be made available to us during template. Failure to do so may result in an additional

fee for re-fabrication of pieces due to unknown insert clearances. The floor should be cut and prepared for the hearth before we arrive to the house. RMI is not responsible for making sure fireplace dimensions are up to code.

6. For tub templates the tub must be in place. Undermount tubs must be permanently installed. Tub substrates must be in place. We recommend cement board on top of wood blocking. Substrates must be solid with no deflection. For undermount tubs we recommend setting the tubs at least 1/4 higher than the substrate to minimize the caulk joint by allowing for a thin-set setting bed.

Failure to comply with these basic requirements may result in your job being delayed. We reserve the right to charge a fee to cover the costs associated with an incomplete visit.

Plans and Drawings:

It is up to the you to provide our team with the most current set of drawings for the project at the time of measurement. If we are to follow a drawn set of plans, these plans must be given directly to our personnel when we template. Often, we quote jobs from poorly printed plans, xeroxed copies, hand drawings, and verbal dimensions. Even if we quote from a set of plans, we don't necessarily have the most current set of drawings. Providing us with current drawings, the day of template is imperative if we are to bring your drawn ideas to life. Failure to do so may result in a production delay.

Materials:

When selecting stone for your project it is important to understand all slabs have unique characteristics. Including but not limited to fissures, pits, and inclusions are natural and are not considered defects. Sometimes these characteristics are not discovered until fabrication. During the layout process we will attempt to avoid some of these defects but sometimes it is impossible to avoid them all. Many fissures can be seen and felt. We will usually try to place unavoidable fissures and other similar characteristics towards the back of countertops and less conspicuous areas, but again this is not always possible. Your countertop may have a fissure in it. We will not replace countertops because of fissures or any other natural characteristic. If you are worried about a visible fissure in your countertop, please ask us if your selection is prone to fissures. Additionally, many stone slabs (natural and synthetic) are not perfectly flat. Any concave or convex bowed slabs are not considered defective.

Material Selection:

After a signed contract and/or down payment is paid (depending on your agreed payment terms) the material for your project is purchased, allocated, and held for the duration of the contract. The material is considered sold and may not be returnable. RMI will try to make sure the exact slabs allocated are the slabs used for your project, however RMI will not provide a refund if allocated material is not longer available for any

reason including, but not limited to accidents, supplier error, acts of god, any breakage. In the event an allocated slab is no longer available, a comparable replacement will be provided. There are no refunds on natural stone slab sales. All sales are final. If your project grows in scope beyond the allocated amount of material, RMI cannot guarantee more material will be available when your project becomes ready for production. It is imperative you let us know exactly where you would like to use your stone slab material.

If after a period of one year from the time initial payment is paid and contract is signed (excluding ongoing projects, and prior notice), and no contact of any type has been made to RMI the project and all allocated material may be considered abandoned, and said payment forfeited.

In order to keep our prices competitive, and waste to a minimum, sometimes we will use partial slabs from the same lot as the stone slab you selected in addition to the full slabs selected to complete your project.

When selecting slabs from wholesalers and distributors, RMI is not responsible for any information you receive about the material. Often slabs are incorrectly classified. RMI is also not responsible for the quality of material from any distributor. You are responsible while selecting material to select sound material. All slabs are accepted as is. Any work to fix cracked material or change the finish of the stone (including scratched material) will be billed and added to the final invoice. There are no refunds or exchanges on material purchased from slab wholesalers.

The locations of seams are ultimately determined by RMI. All suggestions and requests for seam locations are always considered. Large L shape pieces and other otherwise awkward shapes may require additional material and may result in a change in project price if the client insists on not having a seam. These determinations are unable to be made until we template. Additionally, we reserve the right to seam pieces we deem too fragile or delicate to handle in one piece. These determinations are unable to be made until we template. If the client insists on continuing without our seam suggestions the Client is responsible for all costs associated with repairing or replacing the broken part.

If your project requires additional equipment or manpower to install your stone due to unforeseen obstacles (including but not limited to: Excessive stairs, crane equipment, house layout) the cost of the additional resources will be added to the final invoice.

Many projects require laminating two or more pieces of stone together. Whenever stone (natural or synthetic) is laminated together, it should be expected to see the adhesive joint. Some materials cut more cleanly than others. The cleaner the cut, the tighter the joint, especially with mitered edges. RMI uses the best equipment available in the stone industry. We strive for the best product that can be made. Even still, RMI makes absolutely no claims of invisible laminations or miters.

Many man made quartz brands have strict fabrication guidelines to comply with their warranty. Often, the details of your kitchen may void their warranty. This includes but isn't limited to inside corners and edge details. RMI is not responsible for your project's compliance with any manufacturer's warranty.

If you want a backsplash or want to use your slab in any other area (such as saddles), now is the time to mention this. Adding items like small backsplash, saddles, and windowsills to a project after it has been fabricated or installed may result in higher installation fees and increased time. Additionally, there may not be any remaining matching material. In order to complete your project as fast, economically and professionally as possible, please consider every place you may want to use a piece of stone.

Remnants: (Applies to "by the slab" projects) Unless otherwise agreed all remnant material is property of RMI, and we reserve the right to discard any material we consider to be scrap. This contract is for the sale of finished and fabricated items only.

THE PRODUCTION PROCESS AND TIMETABLE

Layout Approval and Turnaround:

By default, the person signing this contract, and paying our invoices is the only person we will accept shop drawing and layout approvals from. If you choose, we can shift the responsibility of layout approval to another family member or associate (designer, architect, etc). To avoid confusion, we will only send the layout to one email address.

After we template, we will send you a very detailed shop drawing of your project along with (sometimes) a digital rendering of your project. This drawing/rendering is not used to confirm dimensions, but rather to confirm that we have all the details of your project. We ask you to approve the following details: seams, overhangs, radii, sink placement, sink models, faucet locations, cooktop locations, edge details, seating overhangs, backsplash details and any other detail pertinent to your project. Any special instructions needed for us to properly install the job will also be written on this drawing. We require this drawing and layout to be approved. This drawing is not used for you to confirm dimensions (except for overhangs). Installation will not be scheduled until this layout is approved by electronically signing the layout.

FAILURE TO RESPOND QUICKLY TO THIS LAYOUT WILL RESULT IN PROJECT DELAY.

The digital rendering is a unique service provided by RMI. We take dimensionally and color accurate photographs of every slab for your project. By overlaying our template files on these photographs (using a very specialized software) we are able to show you exactly how your countertops will look before we fabricate. This layout is provided as a service. However, due to the nature of stone and construction there is

always a possibility of an unforeseen situation which can result in a change from the proposed rendering. The rendering is provided as a guideline we try very hard to stick with, but we reserve the right to change the layout at any time without notice for any reason we deem appropriate.

An installation date will not be provided until this rendering and drawing is approved. Typically it takes 2-3 days from the time of template to produce the layout and shop drawing. Installation typically takes place 1-3 weeks from the time of this approval. Turnaround is dictated by project complexity and current workload. It is impossible to give a precise turnaround time at the time of this contract signing. RMI does not guarantee any turnaround time.

Installation:

Stone products are very heavy. We require a clear, obstacle free path to the installation site. All cabinets should be free of debris. All finished floors should be protected with plywood or similar hard product. We will cover floors with drop cloths but we assume no responsibility for unprotected floors. Stone products can be very awkward and some minor damage to walls and cabinets can occur. We are very careful not to let the stone touch anything while we are installing but sometimes accidents are unavoidable. RMI assumes no responsibility for finished or painted surfaces on the job site, and will not cover the cost of any repairs.

Seams:

We do our very best to make seams as inconspicuous as possible. Seams from RMI are without a doubt the tightest in the industry. However due to the increasing popularity of exotic stone materials that have a lot of color variation sometimes it can be impossible to find a great match from within the amount of material allocated for a project. Seams can be seen and felt, and RMI makes absolutely no claim otherwise.

Limited Warranty:

RMI provides a residential warranty on our workmanship for one year from installation. We do not warranty against staining or etching of any kind. Sometimes seams will fail due to house settling or other movement within a home. A repaired seam is usually more conspicuous than the original. Past due accounts voids all warranties.

Any act of aggression voids all warranties.

There is no warranty on any Porcelain slab products.

There is no warranty on fireplaces.

There is no warranty on commercial projects unless otherwise provided.

There is no warranty on exterior installations.

There is no warranty on items installed by others.

Standard Payment Terms:

Unless otherwise agreed payment terms are as follows: 50% down or material price (whichever is greater). 40% due at shop drawing approval, remaining balance due before installation.

Any discount is applied to the final invoice.

The total noted on your estimate reflects a 3.5% discount for full payment by wire or check. If paying by credit card, this discount is forfeited, and the additional cost will show only on your credit card receipt.

For projects with multiple phases or areas, we may bill individual areas as they progress.

Penalty for Non Payment:

Any contract unpaid for whatever reason will result in a mechanics Lien on the property where the work was completed, followed by litigation. Any legal fees accrued as a result will be added to remaining balance. Long outstanding receivables will be sold to an outside collections agency. Any litigation will take place in a Westchester County Court. We reserve the right to amend this document at any time without notice.

By hiring us you agree to these terms.