



AGREEMENT OF TERMS & CONDITIONS – RETAILS & CONTRACTORS

Estimate and Pricing: This quotation is based on rough drawings, blueprints, or floor plans. The client acknowledges and agrees that price changes may occur based on customization of cabinet plans or based on West Point Stones Inc.'s final template measurements.

Our goal is always to achieve the best possible vein matching; however, due to the natural characteristics of the stone and the complexity of each project, it is not always possible to guarantee this. All such details will be explained in advance as applicable and must be approved by the client prior to the start of the fabrication process.

Final pricing will be determined based on the actual square footage as defined by final template measurements. In the event that the actual square footage exceeds the measurements or information initially provided by the client, a price adjustment will be required.

Site Visits: The proposal includes one (1) templating visit and one (1) installation visit. If additional visits are required due to conditions beyond the company's control, including but not limited to the site not being ready, missing items, or restricted access, such visits will be subject to an additional charge of \$150 per visit.

The client will be notified of the reasons why an additional visit is required, and such visit must be approved by the client. The corresponding fee will be added to the final invoice.

Conversely, if additional visits are required due to the magnitude and/or complexity of the project, and such visits are necessary for the proper completion of the work, these visits shall not be considered additional visits, but rather part of the templating, removal, and/or installation process, and shall not incur any additional charges.

Lifting, Equipment, and Access Conditions Extra Charges:

- This proposal does not include hoisting or lifting materials above the second (2nd) floor level.
- If special equipment such as a zoom boom, forklift, or any other machinery is required to transport or install materials inside the property, additional charges will apply, or such equipment may be arranged and paid for directly by the client.
- Additional labor charges may also apply where extra manpower, time, or specialized handling is required due to limited access, site conditions, or logistical constraints.

Template Process:

IMPORTANT – Your presence at the template or that of your appointed contractor/designer is required to ensure that our templater can accurately capture the parameters of your project. In the event that an owner or an authorized decision-maker is not present during the template, we may not be able to complete your project during the pre-scheduled template window, and a revisit fee may apply.

Site Preparation for Templating: Existing countertops must be clean and free of debris, appliances, and any obstructions. The templating area must also be clear of other trades or ongoing work during the scheduled time window to ensure accurate measurements and avoid delays.

Cabinet Preparation and Leveling: Cabinets must be permanently installed, properly leveled, and fully aligned prior to our arrival. This proposal assumes no material leveling beyond ¼" above the base cabinet support. The company will not shim countertops exceeding this tolerance. Cabinets that are not level or properly aligned may result in inconsistent overhangs or installation issues, for which the company assumes no responsibility.

Any vertical surface that will contact the stone installation must be installed prior to our arrival. This would include sheetrock, wallboard, finished panels, knee walls, etc.

Templating Over Existing Surfaces: If templating is performed over existing countertops or walls with an existing backsplash, certain critical areas may not be fully visible or measurable. The presence of a backsplash may prevent accurate measurements due to unknown thickness, which can result in variations in countertop overhangs. Additionally, when templating over existing countertops, structural and support details may be concealed.

The templater may need to ask questions or request additional information to ensure accurate measurements and proper fabrication. The company is not responsible for discrepancies resulting from concealed or unknown conditions.

Appliances & Accessories – On-Site Requirements

Items that MUST be on-site at time of templating:

- Stoves and cooktops
- Venting systems and related components
- Faucets, Soap dispensers and Sprayers
- Any other accessories requiring cutouts or holes in the stone
- *Any item necessary for accurate measurement and fabrication (not limited to the above)*

Important Notes:

- All items may be used as physical templates during the fabrication process.
- If the fabricator does not have a digital file for the sink, the templater may need to take the sink to the fabrication shop.
- If required items are not on-site at the time of templating, the client must deliver them to our fabrication shop no later than one (1) week prior to the scheduled installation date. Missing items at the time of templating may result in delays.

Special Sink Requirements:

- Farm (apron-front) sinks and heavy cast iron sinks must be fully installed in their permanent location prior to our arrival.
- Templating for these sinks may incur additional charges due to: Non-standard specifications, requirement of physical templates and additional time and labor involved.

Changes During Templating: If, during the templating process, the owner or an authorized decision-maker requests changes to the dimensions or layout of the countertops that were not previously approved in the project agreement, such changes may result in additional costs.



Template Approval: Upon completion of the templating process, the Template Approval Form will be reviewed with the client. This form will include the location of seams, edge profile selection, backsplash dimensions, and any special requests or non-standard details related to the project. The purpose of this form is to confirm that the templating process accurately reflects the client's expectations.

If the form cannot be reviewed on-site with the client, it will be sent via email and must be reviewed and approved by the date specified. Failure to provide timely approval may result in delays and the need to reschedule fabrication and/or installation.

Site Documentation: Please be aware that our templater will take photos of the templating area to assist in the design and fabrication process.

Removal:

- Unless otherwise agreed in writing, all existing countertops must be removed prior to our arrival. Cabinets must be permanently installed, properly leveled, and fully aligned before templating and installation.
- The company will not shim or level countertops exceeding ¼" above the base cabinet elevation. Conditions apply.
- If removal services have been approved and included in the estimate, the company will perform the removal prior to installation. Depending on the complexity of the removal, this may be completed during a separate visit scheduled before installation.
- In some cases, removal and installation may be performed during the same visit. Additionally, removal may be completed at the time of templating if required to obtain accurate measurements or use the existing countertops as a template.
- In the event of backsplash removal, the company shall not be held responsible for, nor assume any work or costs related to the repair of drywall.

Installation Process:

All plumbing, electrical, and gas must be disconnected prior to our arrival.

Electrical, Appliances, or Fixtures: It is hereby stated that our company does not provide any disconnection or installation services related to Electrical, Appliances, or Fixtures. Such work must be carried out by the client at their own discretion or by hiring a qualified technician.

Plumbing: For the installation phase, any reconnection or new plumbing connections must be completed exclusively by a certified plumber hired by the client.

Sinks: Undermount sinks are installed by our company; however, this does not include any plumbing connections. Top mount sinks are not installed by our company and must be installed by a certified plumber. We recommend waiting 24 hours for the silicone sealant to cure before connecting any plumbing to the sink.

Caulking: This proposal does not assume any caulking of materials other than a bead of silicone between the countertop and backsplash.



Tolerance dimension: The proposal assumes a tolerance dimension of up to 3/8" between the countertop edge and the finished wall face unless otherwise stated in the proposal.

Seams and Proposal Validity:

- Seaming is an inherent aspect of working with stone and may be required when layouts exceed slab size or when flow matching is necessary.
- West Point Stones Inc. will suggest the placement of seams based on its expertise, material characteristics, and fabrication requirements. Such seam locations and overall layout will be presented to the client for approval prior to fabrication.
- The client acknowledges that, due to the nature of the material, the final result may vary from initial expectations.

Installation Site Requirements

Access to the Work Area Conditions & Appliances:

- A clear and safe path must be provided for installers from the parking area to the installation area.
- The client acknowledges that in certain situations access to upper or lower levels may be limited or difficult, including but not limited to buildings without adequate elevator access, high-rise buildings, basements with narrow or restricted staircases, or any area with challenging entry conditions. In such cases, materials may need to be transported in multiple pieces with additional seams.
- The installation area must be clear and accessible. All appliances that may interfere with installation must be moved in advance. Installers are not responsible for moving appliances.
- No other trades or work activities should be present during the scheduled installation time.

Important:

- Failure to meet these conditions may result in delays, additional charges, or rescheduling of the installation

Cabinetry & Structural Work:

- The company will not remove, adjust, or alter: Cabinetry, Carpentry, Wood trim and Millwork.
- This includes any modifications required to accommodate sinks, faucets, cooktops, or accessories

Support Requirements:

- All required support structures must be fully installed prior to our arrival, including but not limited to: Brackets, Columns, Cleats, and any additional structural supports for the stone.
- Our installers will take photos of the completed project, and they will undertake a final walk-through with you prior to leaving your installation. Our installers will require your signature on a project completion form to confirm your acceptance of the installation.
- Dishwasher brackets are provided and installed by others.



- Having no backsplash is your decision. Please be prepared for up to a 3/8" gap to allow for installation that a tile or stone backsplash would typically cover.

Walls, Paint & Surface Conditions

Minor Damage Disclaimer / Inherent Work Risks:

- The Client acknowledges and accepts that the company is not responsible for damage resulting from the removal and/or installation process, as this is considered inherent to the nature of the work, including, but not limited to, minor scratches, marks, or surface imperfections on walls, cabinets, backsplashes, tiles, paint, panels, and any surrounding surfaces within the installation area. These minor impacts may occur during the normal installation process due to the characteristics of the materials used, including their hardness and lack of flexibility.
- The Company shall not be held liable for such incidental or unavoidable damage resulting from standard removal and installation procedures.
- Due to the nature of the stone installation, there are inherent risks involved when transporting the stone by hand and setting it into its intended location. The material is extremely heavy, and the men are awkwardly positioned to handle it safely. There may be instances where scrapes, chips, dings, and scratches occur unintentionally. This is a norm in construction, though we do our best to avoid these situations, in the event of such occurrences, the company reserves the right to repair or correct any stone-related issues in real time, or as soon as it can be scheduled, with priority given to completing such corrections to the client's satisfaction.

Painting Recommendation:

- It is recommended that the final coat of paint be applied after installation is completed.

Scribing to Walls: Scribing (adjusting countertops to fit irregular or uneven wall surfaces) is not included unless expressly stated in this agreement and may result in additional charges if required.

Warranty Notice:

The installed product may not be exactly the same as the showroom sample. Like wood, each stone has natural veining, porosity, fissures, microcracks, and color variations, including patterns and markings. Natural stone is not as uniform or glossy as glass. The thickness is typically 3 cm but may vary by a few millimeters. None of these variations are considered defects.

All stones exhibit unique natural characteristics; each is a product of nature. Gluing, repairing, and/or filling are standard industry procedures to prepare the stone for household use.

Most countertop materials require routine maintenance. West Point Stones Inc is not liable for staining resulting from improper or incomplete routine maintenance.



WEST POINT

Covered Under This Warranty:

Customers are encouraged to embrace the natural characteristics of the stone they select. Variations such as pitting, dry fissures, veining, color discrepancies, and differences in polish are intrinsic to natural stone and should not be considered defects. Customers who prefer fewer of these characteristics may opt for stones with more uniformity.

Non-natural materials, such as artificial stone (quartz), are generally consistent in appearance and color. However, this may change if more than one slab is required to execute the project and they are selected from two different blocks, or their numbers are not consecutive in the bundle. In such cases, these variations shall not be considered defects, provided that the client has previously approved the selected slabs.

West Point Stones Inc. offers a one (1) year warranty covering minor chips. Warranty related to the material itself is provided by the material manufacturer or supplier in accordance with their respective policies.

Limitations and Exceptions:

Please note that the absence of a warranty for natural stone extends to materials such as quartzite, marble, travertine, limestone, slate, and onyx. These materials may exhibit unique physical properties that make them more susceptible to damage, including etching, scratching, staining, or structural issues. While we seal each piece of material to improve its resistance to staining, we cannot guarantee complete protection.

Additional Warranty Information:

West Point Stones Inc. offers a 1-year residential warranty against defects in non-natural materials transferred to its brand or Supplier. Our commercial warranty is valid for one year after the installation is completed.

Maintaining proper care of your natural stone surfaces is essential to ensure their longevity. Failure to do so, as well as any signs of neglect, misuse, or abuse, may void the warranty.

Please be aware that modifications to the sink, such as the installation of a garbage disposal, may void the warranty due to potential weight and vibration issues.

Exclusions:

Our warranty does not cover additional costs or modifications, such as plumbing, electrical work, or cabinetry adjustments, that may be necessary for repair or replacement. Any changes made to the sink after our initial installation will also void the warranty.

Warranty for man-made materials, such as engineered stone (Quartz) or Porcelain, is provided by its brand or supplier, and each brand has different policies regarding its warranty.

Payment Terms and Authorization:

The Company accepts payments via e-transfer to info@westpointstones.com

For retail clients, a deposit of 50% is required to proceed with templating. The remaining balance, including any modifications such as additions or removal of pieces, changes in measurements, material selections, or any additional work, must be paid in full prior to removal and installation.



Approval of any estimate, whether by signature, written confirmation, or payment of a deposit, shall constitute full acceptance of the terms and conditions of this agreement and authorization to proceed with the work as outlined.

The Client hereby authorizes the Company to securely store their credit card information (see Credit Card Authorization Form attached) through a secure third-party payment processor for the purpose of processing authorized charges related to the project.

This authorization shall remain valid until all outstanding amounts are paid in full. The Client agrees that the Company may charge the credit card on file for any unpaid balances in accordance with this agreement.

Payment Default

All payments are due as outlined above. In the event of non-payment, delayed payment, or failure to respond to payment requests, the Company will make reasonable attempts to contact the Client.

If the Client fails to remit payment within five (5) business days after notification, the Client authorizes the Company to charge any outstanding balance, including approved extras, additional work, materials, storage fees, or incurred costs, to the credit card on file without further notice.

A late payment fee of 3% per month (or the maximum rate permitted by applicable law) may be applied to any outstanding balance after completion of installation.

The Company reserves the right to suspend work, delay installation, or withhold completion of the project until full payment has been received. All materials remain the property of the Company until full payment is made.

Small Project Policy

For projects under \$1,000.00, full payment in advance is required. Payments for these projects will be accepted by check or e-transfer only.