



ACKNOWLEDGEMENT OF EXPECTATIONS

We want to ensure our clients' satisfaction by making sure they are informed.

Purchasing a new countertop is very exciting; however, it is very important to be well informed. This document provides a breakdown of the process, risks, and limitations of your purchase. Please read through and kindly return a signed copy to the office acknowledging your understanding of this information prior to placing your order.

Every product from natural stone to quartz and other solid surfaces has limitations, understanding these limitations is important. It is about selecting the best product that suits your lifestyle.

Quartz limitations vary from brand to brand, each brand has a website that gives details on their product. We recommend that you read up on the brand you are purchasing.

It is important to know that quartz is Stain Resistant, not stain proof. Quartz is Scratch Resistant not scratch proof. Under the right conditions any product can stain and/or scratch.

Terms & Conditions

Granite and Quartz are hard stones capable of withstanding the harshest of domestic environments they are made to last a lifetime, if not abused. While granite and quartz are highly scratch resistant, we recommend you do not cut directly on the surface. Always use a cutting board. (Some stones are softer and scratch easier such as soap stone and marble)

Granite, marble, and quartz surfaces contain natural fissures, pits, blemishes, pooling and color spots. Natural Stone may vary in gauging (thickness), coloration, shading and particulate structure within the same slab. Each stone has unique natural veining, pitting, micro-cracks and color variations. Color variations include patterns, markings and darker or lighter spots throughout the stone. These are natural characteristics of stone. These characteristics are not meant to be deficiencies or faults, nor can they be avoided in fabrication.

The surface of natural stone is not as consistently smooth or shiny as glass is to the eye or touch. Each mineral component within the stone will polish differently, some spots may not polish at all and stay rough to the touch.

Natural stone is made up of many different minerals, some are soft, and some are hard. As a result, these minerals polish differently within the same stone. This will sometimes cause a rippling effect during the polishing of the edge profiles. It is important to understand that this exists in some natural stones but not all.

When choosing any stone countertop, it is best to take a good look and examine it. Also make sure to touch the different elements that it has to offer so that you are aware of their existence.

A common problem we face when working with natural stone is that we cannot control what it looks like, the characteristics were created by Mother Nature.

Fissures are very common in natural stone, some stones contain more than others and understanding fissures is **VERY IMPORTANT**. The Geological Institute describes a fissure as *"an extensive crack, break, or fracture in the rock, which may contain mineral-bearing material. The term 'fissure' is used commercially in the stone industry to describe a visible separation along inter-crystalline boundaries. This separation may start and stop within the field of stone or extend through an edge. A fissure differs from a crack, in that it is a naturally occurring feature in the stone"*

Some stones contain more fissures than others. A fissure is a naturally occurring characteristic of stone, which can be weak points during production and installation process and can crack open, but usually does not. The stone is still continuous along a fissure. In other words, there is no separation within a fissure. You may be able to feel and see it but there should be no gap, depression, or

canal of any significant depth. There may be a minute depression, but just barely perceptible to the touch.

Fissures will not of themselves impair or affect the performance or integrity of the stone countertop. They are not a worry regarding granite countertop hygiene. Fissures are not a problem unless they crack completely. If this occurs, we glue or fill the fissure back together.

A crack represents a physical separation of the stone. It may be a hairline crack that may or may not be the full thickness of the stone or it could be visibly separating. **Hairline cracks do not tend to be a problem and should not get worse unless you have foundation movement or significant pressure, or impact placed directly on your stone.** You will be able to feel a hairline crack but, it may still be level with the rest of your countertop. When it starts to form a lip, that is when it will start to collect dirt etc.

Most Natural stone is low maintenance but can stain if not cleaned immediately. Sealing is recommended for most stones. Some stones are denser and do not require sealing (Typically darker stones). How often to apply a sealant, depends on the type of stone and what type of sealer you use. Sealing only protects your counter tops from absorbing things and helps prevent stains. Quartz counter tops are also low maintenance and almost non- porous, simple to clean and normally do not require sealing. However, any stone even quartz can stain under the right conditions. In saying that there are products on the market that can remove stains. It is very important to understand that every product has its limitations.

Most countertops will contain seams. Seams are visible and can be felt. Seam locations will be determined at the time of programming and template checklist. Living Stone will make the best effort to meet the desired plan. If you have the opportunity to map out your stone, it is important to understand that this process is strictly a cutting **guideline** and is not always a 100% match to what was mapped on the stone. There are many factors that come into play when the stone is in the fabrication process. It may change at the time of fabrication. Our fabricators reserve the right to change the seam locations and/or the map out of the stone. **There is no compensation if seams must be placed on your project.** It is important to understand that we work within the limitations of the slab sizes and the way your project fits into them. We cannot always control vein patterns and direction. Therefore, we are not able to guarantee this art.

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The appearance of stone in our warehouse compared to when it is installed in your home may vary. The lighting and angles that are viewed can affect the way your stone appears. Once the stone is cut and lying horizontally on your cabinets it may give a different appearance. Surrounding colors can also affect the appearance of your stone giving off different hues.

Please note when installing any tile backsplash to make sure to leave enough room between the backsplash and the countertop and only use a flexible silicone. If you do not have enough space between your backsplash on your countertop it could create pressure and crack your countertop over time.

Quartz and Granite can be damaged by sudden and rapid temperature changes. You should always **AVOID** prolonged exposure to heat on your countertops. This includes items such as hot cooking pots, crock pots, and kettles etc. Extreme or constant heat and rapid temperature changes may harm your stone if they sit directly on the counter for long periods of time, they can crack especially during the winter months.

Prolonged exposure to UV rays can discolor your quartz countertop. Quartz is not recommended for Outdoor applications.

DO NOT STAND ON YOUR COUNTERTOPS.

NEVER use harsh chemicals, acid-based cleaners or abrasive chemical cleaners on your stone countertop. This will dull or etch the surface finish. Clean your countertop with a soft cloth, warm water and a few drops of dishwashing or antibacterial detergent. If you desire, you can purchase specialty cleaners from your local hardware store.

Cleaning Practices. Your quartz should be cleaned as per the guidelines set by the brand you purchase. Cleaning information for each brand can be found on their websites.

Understanding the difference between absorption and staining. Staining is discoloration that is a result of a reaction. Quartz has a low absorption rate compared to other products but can still absorb. White Quartz countertops can be more vulnerable to staining with high pigmented items such as tea, coffee tomato sauce, red wine etc. The object that creates the stain is not absorbed into the quartz countertop as staining occurs when the liquid reacts with the resin itself to create discoloration that can sometimes be difficult to remove. You should use protective surfaces like a tray or trivets and cutting boards to avoid this. Even laminate tops are

nonporous but can still stain, again discoloration is a reaction of the staining agent and the surface material. Running any metal over any white quartz countertop, no matter what brand, will cause markings, it is a normal characteristic of quartz. These can be removed with warm water and a soft cloth.

NOTE: Dekton products: Some colors are made to mimic Natural Stone. It will vary in tone and pattern within the same slab therefore when it seams together you may not get a perfect match, this is a characteristic of this product.

When templating, all cabinets need to be 100% complete and level, no exceptions. EXISTING countertops are to be removed for template, and all appliances and hardware requiring a cut-out must be on site, including faucets.

When installing Dekton, Tolerances have to be 3MM short on each end of a wall and/or floor when there is a waterfall leg. Waterfall Legs are glued to the cabinet panel.

Warranty

Living Stone warranties its workmanship up to 1 year from date of install. Product is warranted by Manufacture. Please refer to product manufacturer website for details on their product warranties as they vary from brand to brand.

Warranty claims are dealt with on a case-by-case bases and are bound by the warranty provided by the suppliers. Deficiency work does not include work outside the scope of what we do.

Please note that warranty claims only cover cost of the material, things such as electrical and plumbing are not covered under warranty claims, this is the responsibility of the client.

Warranties do not allow recovery of incidental or consequential damages such as loss of use, delay, property damage or other consequential damage, and Livingstone accepts no liability for such damage. This applies to all products and services including any custom sinks.

INSTALLATION, SCHEDULING, TEMPLATING AND PRODUCTION

Stone is reserved only after a 50% deposit is applied to your project.

Living Stone works very hard to keep production and installation schedules operating without interruptions. However, interruptions can and sometimes do occur. As a result, we may have to re-schedule your template or installation. You will be notified of the change as soon as possible. We will work to accommodate the best we can. **THERE IS NO COMPENSATION FOR DELAYS TO YOUR PROJECT. Even if you have to reschedule trades such as plumbers, tilers, electricians etc. Living Stone will not assume responsibility.**

Clients or an authorized person (over the age of 18) must be present at the time of the template measurement to ensure all details are accurately provided to the Templator. Ensure any special requests are provided to the templator and listed on your final template checklist. Clients should also be present at the time of installation for inspection and approval of the finished product. If there is anything that needs adjustment or repairs, please notify your installer or Living Stone before they leave the job site. This will avoid a return trip.

Cabinets, panels, and walls must be fully and permanently installed before the template measure. These items should not be moved or altered after the final template takes place. If changes occur after the final template and the countertops and fixtures do not fit properly the customer will be responsible for the costs associated with any re-work or replacement of the stone.

All new or old **sinks, faucets, fixtures and appliances** (with specifications) that are in or amongst your countertop must be on site prior to the template measurement. **FARM/APRON FRONT UNDERMOUNT SINKS MUST BE FULLY INSTALLED PRIOR TO TEMPLATING.** When selecting a sink please ensure that it fits inside your cabinets and ensure that your plumbing will work with the sink you select. You would need to speak to a plumber regarding plumbing criteria for your sink.

Living Stone will be unable to complete the template measurement if, at the time of the appointment, there is missing information, incomplete cabinetry, missing fixtures or anything that would affect the fit of the counter tops is not on site, or if the stone selection/design has not been finalized. This will delay the fabrication and installation time. The client may incur additional charges for transportation if a return trip to the site is required.

The back side of all stone is unfinished, we do not polish the underside, this would be a special request and an additional cost.

All details need to be communicated at time of templating. For example, large overhangs, radius' on corners, seam placement requests, sink center and reveals, etc. **If it is not on the final template checklist, it will not be captured in production.**

Final seam placements are determined after the final programmed layout is completed as many factors play into seam locations.

For example, slab size, material type, transportation, installation, etc.

After final templating is completed, any changes to cabinetry, panels, sink models, fixtures and/or walls by the client need to be relayed to Living Stone in a timely manner. Clients are solely responsible for these changes and any ill-fitting countertops because of these changes will be at the client's expense. The client may incur additional charges for transportation and/or installation.

Full height stone backsplash that runs the full space between the countertop surface and the bottom of the upper cabinets or ceiling will require template measuring **AFTER** the countertop is fully installed to ensure measurement accuracy.

Sink cut-outs will be fabricated according to the template provided by the manufacturer. Living Stone will not alter the template. Living Stone does not control and is not responsible for the sink reveal, whether it be full reveal, flush or negative reveal – We complete the cut-out as per the suppliers provided template.

Sink & cooktop cut-outs rarely survive the fabrication process and are considered production waste and will not be provided to the customer.

Living Stone is not responsible for the installation of support brackets. For your countertop overhang, 70% of the stone must be supported by structurally sound cabinetry. **IF SUPPORT BRACKETS ARE NEEDED FOR YOUR PROJECT THEY MUST BE INSTALLED PRIOR TO YOUR INSTALLATION.** Living Stone does not supply brackets or install them, this is usually hardware that you purchase from a cabinet parts supplier. You would require a skilled carpenter or cabinet maker to install these for you.

Please Note – Backsplashes will NOT follow any bows in your walls. Stone is not easily manipulated and backsplashes are not scribed to your wall.

Please Note - We do not secure dishwashers to the underside of the stone. We do not drill into the underside of stone because the more holes you put into your stone the weaker it can become. Therefore, it is no longer practiced, generally dishwasher brackets would be attached to the side of the cabinets or a wood strapping on top/sides of the dishwasher, this is usually completed by a cabinet maker or contractor.

Please Note – Living Stone will silicone the inner sides of the cabinets to secure and support the countertop in place. We do **not** add the finishing silicone/caulking to the outer exposed underside of the countertop. This practice was stopped to avoid problems such as color matching the cabinets, and risk of damaging the finishing paint on the outer side of the cabinet also allows for easier swapping in the future of the countertops or cabinets. We leave this finishing to the discretion of our client or cabinet maker.

Living Stone is not responsible for any electrical, plumbing or gas-related duties. **OUR TECHNICIANS ARE NOT SPECIALIZED IN THESE AREAS.**

Any work carried out by Living Stone does not cover any additional or **supplemental repairs** or modifications such as, any plumbing, electrical, tile or wall surface. modifications that may be necessary to repair or replace your countertop. Other repairs and modifications shall be the responsibility of the customer. (On case-by-case basis Living Stone only handles, material, fabrication and installation)

During the installation process it is not uncommon that some adjustments are needed. This may require a return trip to the location. No discount or compensation will be given if the stone needs to be returned to the shop for any type of modification. Stone is not easy to manipulate, as accurate as we try to be, adjustments are sometimes necessary.

Clients are responsible for providing safe, secure parking and as close as possible to the entrance, so the installers and delivery crew have safe and easy access to your space. All access points must be clear and safe for our crew. Failure to provide safe access may result in the installers rejecting to proceed with the installation. A return trip will need to be scheduled and an additional trip fee may apply.

Living Stone does not promote pre-templating. It is important that cabinets are fully installed and unaltered after the countertop template is completed. If a pre-template is requested, the client will be responsible for the measurements. Living Stone will not proceed with production without signed approval from the client. Any ill fittings and adjustments needed resulting from the pre-template will be the responsibility of the client. Please initial below acknowledging the above terms.

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Cabinets should be plumb, flat, and level for the installation of countertops. The customer or their carpenter/cabinet maker will be responsible for ensuring that the cabinets are plumb, flat, level and in acceptable condition for countertop installation. Unleveled cabinets can cause the stone to crack during or after installation. Cabinets that are found to be unfit will void any countertop warranties.

Living Stone will do everything in its power to avoid any damage to walls, cabinets, floors, etc. It is very important to understand that stone is a very heavy material and drywall, and other surfaces are very soft. When trying to fit stone tightly to the walls it can be challenging. Living Stone and its installers exercise care during installation, however, scrapes, punctures, or digs to walls and cabinets are possible and sometimes unavoidable. It is extremely important for clients to be aware of the potential risks involved in the installation process. **ALL** touch-ups and finishes to walls, cabinetry, backsplash, etc. should be completed **AFTER** countertop installation. **No compensation will be provided for minor unavoidable damage.**

During the transportation or fabrication process, a countertop can and will sometimes break, if unrepairable Living Stone will replace and prioritize the installation as soon as possible. Delays may occur to have additional stone supplied to remake the piece(s) that are needed. If the stone color or pattern is no longer available, the client may have to choose a replacement stone in the same price range. No compensation or discount will be provided for such occurrences.

Fillers are sometimes necessary during production and are a normal part of the fabrication process. These shop repairs are sometimes necessary, and we conduct these repairs within the scope of industry standards.

Chips are caused by impact, especially at the edges. This is not a material or installation defect. Understanding that filling chips is a part of the fabrication process and is very normal when fabricating/installing stone.

At the time of installation, there may be small, minor chips that need touch-ups, these are completed on site. The chips sometimes happen on transportation and are fixed by the installer/technician. When the installation is complete your countertop should be chip free if any spots are missed, please let the installer know.

We understand that you are excited to see your new stone countertops. However, you must keep your distance, please stay a fair distance from the installers during the installation process. They are handling heavy material and it can be very dangerous if you are too close, your safety and their safety could be jeopardized. We ask that you always keep a 10-15-foot distance and limit distractions. Once the countertop installation is complete you can examine and admire your countertop up close.

For safety measures, our hired technicians **WILL NOT** remove their safety boots. Depending on your installation, our installers may use dollies or carts to transport the stone into the site/home. Customers should protect their floors prior to installation if necessary and make sure all pathways and access points are clear. Please protect your floors in a manner that does not create a tripping hazard.

Unfortunately, it is impossible to keep the jobsite free of dust. We will do our best to keep it to a minimum. It will be necessary for you to wipe down the surfaces and items surrounding the installation area after your countertop installation is complete.

Please note that project/work photos may be used on our media pages unless you provide written notice to the office to exclude your project.

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REMOVAL OF PRE-EXISTING COUNTERTOPS – If you have hired Living Stone to remove or alter your pre-existing countertops you must agree to assume the risks involved in the process. Although Living Stone Exercises care with any work carried out removing a countertop has risks. Countertops could break upon removal. The removal process could cause damage to surrounding areas such as cabinets, backsplash floors, etc. It is important that you understand that Living Stone will perform this service at the onus of the client. Living Stone assumes no type of obligations in relation to the process of removal, re-installation, or alteration of the pre-existing countertops. Please initial below acknowledging that you agree and understand the terms.

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AFTER YOUR COUNTERTOP INSTALLATION – If your space is incomplete and you have other trades coming to perform work, it is the homeowner’s responsibility to protect the countertops from any potential damage that could be inflicted by others.

By Signing this document, you are acknowledging the terms and conditions and understand the responsibilities of Living Stone and all expectations and limitations of the process as outlined above.

PRINT NAME

SIGNATURE

DATE