



# BAPTISTA TILE & STONE GALLERY

## TERMS AND CONDITIONS ccb19421 *SLAB*

**ORDERING:** For your protection as a consumer and to ensure Baptista Tile Company has all the correct information, all parties (home owner, contractor and/or designer) are required to sign contracts and any paperwork involving design, selections and layouts. Material will be ordered once Baptista Tile Company receives all required signatures.

**PAYMENT, TERMS AND CREDIT EXTENSIONS:** A **50% deposit** is required to place an order. Final payment for the order is due when material arrives in our warehouse and/or when installation has been completed by Baptista Tile Company. Credit applications for open accounts are available. We are required by the State of Oregon to file a notice of right to lien to the home owner on jobs that exceed \$2,000.

**LATE PAYMENT:** If payment is not made according to terms of sale, purchaser agrees to pay interest at the lesser of 2% or \$5.00 minimum per month or the amount permitted by law and to pay reasonable collection costs including reasonable attorney fees.

### **RETURNS AND CANCELLATIONS:**

- All other returns are subject to vendor approval. Many vendors have a 30 day return policy and may not accept the return if 30 days have passed. The day the material arrives in our warehouse is when the 30 days begin.
- If the return is authorized, you will be charged the appropriate restocking fee plus return freight to the vendor.

**SUBCONTRACTORS-** If we supply and coordinate services of sub-contractors, additional charges above their fees will occur.

**UPON DELIVERY:** Upon receipt of materials please review the shipment for accuracy of quality and color. Contact Baptista Tile & Stone Gallery immediately if any problems exist.

**RESIST SAMPLE FIXATION:** A small sample of any material will always fall short of the beauty that you will see in your full order. Natural stone, dye lots and patterns will vary from lot to lot, as well as within the lot.

### **SLAB COUNTERTOPS:**

- Surface Preparation
  - Under mount sinks need to be on site or delivered to our shop
    - We must be informed in a timely manner if top mount sinks are changed to under mount or farmhouse due to additional time needed to do layout, cut and polish
    - ¼" radius standard on all under mount sinks regardless of edge detail, unless otherwise specified by homeowner.
  - Top mount sink(s) need to be on site and noted how far set back from front of cabinet face.
  - Farmhouse under mount sink needs to be on site and installed prior to template.
  - Stoves or stove spec's need to be on site or emailed to Baptista designer prior to template.

- Edge details need to be selected and confirmed with signature on edge detail sheet
- Overhangs and Template Items:
  - If your project is not ready as scheduled your project will be put on the next available opening as not to disrupt other scheduled projects. Please notify Baptista at least 24 hours prior. If we show up to the project and it is not ready as confirmed a trip charge may be added to your sale.
  - Area to be templated need to be free of debris or any items (ie. construction items or appliances)
  - Baptista Tile Company's Slab installation team will determine the appropriate depth of countertop overhangs unless there is a specific depth specified in writing before the time of template. Our standard overhang at door/drawer fronts is 1 ¼" to 1 ½".
  - Inside and outside corner radius need to be specified if different than our standard 1".
  - Overhangs require on site or physical template. (ie. if you have a bar overhang, a physical template or home owner/contractor representative needs to be on site during scheduled template time to go over shape and amount of overhang.) Overhangs over 6" may require additional supports which can be provided either by Baptista Tile Company for an additional fee or by the owner/contractor.
  - Supports supplied by others need to be installed prior to template.
  - The sink overhang, stove cutouts, and seam placements are the discretion of the Baptista Tile Company fabrication team unless written notification is received prior to template. In addition, the home owner/contractor representative will need to be on site during the scheduled template if any questions may arise. Sinks need to be inspected by homeowner or contractor before pick up by our templater or delivered to the shop. Baptista Tile is not responsible for inspection or for damaged or flawed sinks that are installed
  - Slab backsplash height and/or layout can be effected by outlet location.
  - Any add-ons to the job that are to be fabricated out of the remaining slab material will be addressed after templating the original job. Verification that enough material will be available to complete the add-on will be confirmed at this time.
- Cutting slabs
  - We request owner/contractor to view the template layout, to best meet your expectations. If not, Baptista reserves the right to fabricate the project as described in our template layout drawings that will be approved by the client/contractor if they choose not to participate in the layout, at this point you waive the right to any future claims. (i.e.. Location and quantity of seams, overhang, radius, bump-outs, etc.)
  - All change orders will stop fabrication until approved by client.
  - The grain of the backsplash material may or may not line up with the grain on the counter. The layout is at the discretion of the fabricator.
  - Fall off material is the property of Baptista Tile Company unless otherwise noted.
- Product disclaimers
  - Honed slabs of any type (natural stone and quartz) will show oils, smudges, scratches, etc. Will require more maintenance.
  - All quartz and porcelain products are extremely difficult to repair and may not repair perfectly.
- Demolition:
  - Baptista Tile Company is not responsible for the repair of dings on cabinets or drywall during demolition and/or installation.
  - Baptista Tile installers will try to remove sinks without damage but sinks may break upon removal and is the responsibility of the owner/contractor to replace the sinks.
  - Replacement of personal items damaged during construction or demolition are not the responsibility of Baptista Tile. Reasonable care will be taken while we work on your job, but we recommend safe storage of items, remove any items on walls, in cabinets in or around the demo as much as possible. Pay attention to items on the opposite side of the walls where the demo will occur.

- DEMO will cause dust and it will be the responsibility of the homeowner for the dust clean up. Note that we will take steps to keep the dust as minimal as possible and will put down drop cloths to protect the area around the demo as much as possible.
- Installation/Cabinets:
  - The homeowner/contractor needs to have the plumber on site during slab installation to mark location of holes to be drilled for plumbing fixtures. If we need to return to drill holes it will be when we are in the area or an additional trip fee will be assessed.
  - It is the discretion of the installers to determine if the cabinets are suitable for installation. Levelness, structure, and stability are all factors in this decision. Level to within 1/16".
  - If the cabinets are not deemed suitable, Baptista Tile Company will give the owner/contractor directions of what areas need to be repaired prior to our installation of the new countertop surface. Any repairs or alterations made by Baptista Tile Company's staff will be charged to the customer at the regular hourly rate plus expenses.

\_\_\_\_\_ **PETS:** We know you love your pets so please insure they are well confined. We do not want to accidentally let one out or cause any undue stress to you or your pets

Job# \_\_\_\_\_ Client \_\_\_\_\_  
 Baptista Representative \_\_\_\_\_ Date \_\_\_\_\_

I have read and understand the terms above \_\_\_\_\_ I agree to have all the above items ready by scheduled template date; if the project is not ready, client and/or contractor, agrees to pay an additional trip charge if assessed on invoice.

Projected template Date: \_\_\_\_\_

Projected template Date: \_\_\_\_\_

Projected installation Date: \_\_\_\_\_

If project template date is changed by your and/or your contractor, the project installation date will be adjusted accordingly. Installation is typically, but not always, ten business days following template.