



BAPTISTA TILE & STONE GALLERY

TERMS AND CONDITIONS ccb19421 TILE

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.

FREIGHT CHARGES: **Our freight quotes are only an estimate and can and will be adjusted to reflect the actual freight cost. The majority of the time the actual amount cannot be determined until after the material has arrived and the paperwork has been processed.**

RETURNS AND CANCELLATIONS:

- Custom or special orders: **NO RETURNS WILL BE ACCEPTED.** These orders are non-cancellable with our vendors and therefore non-cancellable with Baptista Tile Company.
- 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.

QUANTITIES: Although we may have assisted in the preparation of material quantities for budgeting purposes, all quantities must be checked by a contractor or installer. If Baptista Tile Company is NOT providing the installation, we are NOT responsible for figuring the actual quantities. Add-on materials ordered will also have additional freight charges and may encounter dye lot variation. Some vendors require full cartons to be ordered.

INSTALLATION: Baptista Tile & Stone Gallery does not accept responsibility or liability for installation, sealing, or refinishing of any product or tile not installed by Baptista Tile & Stone Gallery. Please be sure to thoroughly discuss specialty and glass tile installation with your installer prior to installation. Sink style is assumed to be top mount on both tile and slab estimates unless otherwise noted.

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 quantity, quality, color, and for any shipping damage. Contact Baptista Tile & Stone Gallery immediately if any problems exist. The window for claims is extremely small. All claims must be in writing to Baptista Tile & Stone Gallery and any delivery carrier within five days of receipt of material. If material is shipped directly to the home owner or job site, any damage that is apparent upon delivery must be noted on the freight carrier delivery receipt. No adjustment can be made once the material has been installed.

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.

TILE INSTALLATION:

- 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 needs 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 proposal.
 - 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.
 - 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
 - If owner/contractor requests to view the template layout, this needs to be done in prior to template when order is placed. They will be notified 24 hours before cutting of materials to approve the slab layout. If not, Baptista reserves the right to fabricate the project as described in our proposal (ie. 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.

- 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.
- Cabinets:
 - 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 your 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 installation Date: _____

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