



# Aust Fabrication

Stone • Quartz • Porcelain

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CSLB License # 740161

## Aust Fabrication Terms & Conditions

Addendum to Quotation & Agreement All work will be done in a professional manner with payment and terms as follows: Unless other arrangements have been made and agreed in writing, all jobs are required to have a deposit with the balance due upon completion. Deposit is considered an agreement and acknowledgement of work to be completed as outlined on the proposal. Failure to provide a deposit may result in the delay of fabrication and the rescheduling of installation.

**Fabrication:** Our work will not begin until all cutting information has been obtained (including sinks, faucets, cook tops, etc.). All cabinet work, which can affect final dimensions, must be complete prior to the final templating. Any changes made after the template or field measuring may not only change the price, but also cause an extended delay in fabrication and installation.

**Changes:** All changes MUST be in writing. Quotes from client's measurements and/or prints are subject to adjustments when final measurements are taken and templates are created. The company will not be responsible for any installed material that appears uneven due to an uneven wall or cabinet; this includes differences in overhangs along the installed countertops.

**Trip charge:** If your cabinets are not set by the scheduled template date and our installers arrive onsite and are not able to complete the template, we will charge a \$200 trip charge to return once cabinets are fully set. This trip charge also applies if your farmhouse sink is not set, faucets are not on site to drill the proper holes, sinks supplied by the customer are not on site by the template date, appliances are not set by the template date, or lack of accessibility to jobsite. Any changes to the layout of the kitchen, after a final template, such as changes to cabinets or sizes, must be brought to the attention of the company seven (7) days before fabrication. A change order and possibly an additional final template must be completed and signed before fabrication can begin. Any changes may result in extended delay in fabrication and installation. Total price may be subjected to adjustments upon any change order.

**Returns to a jobsite:** (or additional events occurring at the time of the installation not previously quoted) for drilling holes, faucets or sinks not present, mounting dishwasher, cooktop cutout, lack of accessibility to jobsite and/or because of any foreseeable lack of preparedness or due to unforeseeable hidden damage will be an additional charge, including but not limited to labor and materials. We cannot guarantee an immediate return to a jobsite due to our work schedule.

All reconnection of any appliance is the responsibility of the homeowner or builder unless otherwise specified. It is the responsibility of the homeowner or builder to remove any existing mirrors before the installation of countertops. It is also the responsibility of the homeowner or builder to reinstall/mount mirrors once the countertop installation is complete. If mirrors are not removed, we will not be responsible for any damage (unless caused by carelessness on our part).

Stone is a product of nature please see disclaimer. As such, it may contain fissures, inconsistencies, variation in color and pattern, water lines, blemishes or dull spots, pits or air gaps, within a given slab. We have no control over the existence of these irregularities and consequently assume no liability for any inconsistencies, fissures, variation in color and pattern, water lines, blemishes or dull spots, pits or air gaps found in the finished product originating from the raw material. All thickness descriptions are nominal and can vary as much as +/- 1/8".

Unless otherwise noted, all work quoted includes only stone templating, fabrication and installation; excluding plumbing, electrical, and woodwork. Additional work will be provided at a current labor rate of \$100/man hour.

Seams will be placed at the discretion of the fabricator in order to achieve the most yields from each slab. Seams are also determined by the layout of each kitchen, size of slab, and pattern and movement of the slab. All seams are visible to the naked eye and can be felt. During fabrication, great care is taken to lay out the slab, blend the color and pattern, and place the seams in the best location for structural integrity and visual aesthetics.

We will be as careful and as professional as possible installing your countertops. However, occasionally minor damage may occur to drywall, adjoining surfaces, and/or floors to ensure a safely installed piece. We will not be held responsible for any damage and minor touch-ups may be required by the homeowner. If your home is under construction, Aust Fabrication will not be held responsible for any damages such as cracks, scratches, chips, stains, etc. after the installation process is complete. Please advise contractors, painters, plumbers, or any workers in your home to treat your new countertops with the utmost care. Do NOT stand or set any construction equipment on your new countertops. We also advise your countertops be properly covered during any construction in your home. We do not accept any responsibility for damages that may occur once the job is complete.

Uninstalling & Reinstalling of existing countertops are available at an extra service charge. Should the customer choose to hire Aust Fabrication to complete this process, we will not be held responsible for any breakage or patchwork that may occur before, during, or after reinstalling; including but not limited to wallpaper, tile, spackle, trim, mirrors, painting, cabinetry repairs, etc. We do not accept any responsibility for the integrity of the cabinets, knee walls, or the condition of your countertops before or after the removal of the countertops. Should we determine that there is an issue with your cabinets or countertops, we reserve the right to re-schedule your uninstall/reinstall until proper adjustments have been made. We also have the right to refuse uninstalling/reinstalling your countertops under certain circumstances.

If a customer provides Aust Fabrication with their own template (kitchen, vanity, fireplace, pie seat, curb, etc.), we strictly cut from the template provided. We are not held responsible for any errors in the material fabricated per the customer's template.

If material has been ordered, change of material after delivery to Aust Fabrication will result in a 25% restocking fee. Remnants are sold AS IS. Full slabs will NOT be purchased in the event your remnant's integrity is compromised.

Per Slab Material: Any leftover material will become the property of Aust Fabrication 30 days after installation. Customers must arrange pick up and transportation of leftover material before the 30 day expiration. Remaining material must be requested in writing upon Template and prior to cutting. Remaining material upon layout is not a representation of remaining material or left over. Aust Fabrication reserves the right to use open areas of all slab material to complete the job. Only after completion do we consider remaining material to be returned to customer

Significant completion means that it is okay to return to normal use of the area, even though small touch ups or small parts/pieces may need to be addressed (such as backsplash). A reasonable amount (such as 10%) may be escrowed from the final balance until total completion. Return trips will not be scheduled until final balance is paid. All materials supplied by Aust Fabrication remains the property of Aust Fabrication until the balance is paid in full.

Failure to remit balance due upon significant completion or completion of the job may result in the removal of products, legal action, and/or the filing of a lien against your property. The customer is responsible for all attorney and court fees if legal action is taken. Interest to the full extent of California law will be added to invoices not paid. We may also use a third party collection agency in the event payment is not made upon completion

Aust Fabrication takes pride in our work. Should you hire us to complete your job, please allow adequate time for your full project to be completed. This includes cabinetry work, selecting material and/or tile, ordering material and/or tile, fabrication, templating, and installing. We are committed to fulfilling your expectations and making sure your experience with us from start to finish is an exciting and smooth process. Our goal is to provide the highest quality service and ensure 100% satisfaction. We look forward to working with you!

### \*\*\*Natural Stone Descriptions & Disclaimers\*\*\*

ALL NATURAL STONES are unique in their own ways, aesthetically & structurally. All natural stones are porous, some more than others. The finish of a natural stone can make a difference in not only its aesthetics but also in its structural integrity when considering a type of stone and the daily usage of that stone. In example, a type of stone that can etch easier than others is marble. If the marble has a polished finish, it will make etching more visible than if it had a honed finish (matte finish). This same example can be used for scratching. In many cases, the finish of the stone can increase or decrease its structural integrity. Natural stones are mined from mountains or from the ground in blocks. These blocks are then cut into slabs. The slabs are then split-up into lots & bundles. Each "lot" is an identifier of the stone's color/shade, vein movement and other defining characteristics so fabricators can use slabs from the same lot to make a project come together, especially if seams are involved. A "bundle" is just multiple slabs of the same lot that are closest to one-another in characteristics.

AF takes slab matching very seriously when putting a job together so the best results can be achieved. In some cases, even though the slabs are from the same lot, color-matching at a seam may be difficult because the colors throughout the slab can vary in shade as it is a natural material and no one has control over the uniqueness of the material. This is also why many people use natural stone for countertops, it is another way to bring God's creation into your home not only for its beauty but also for its function. AF recommends sealing any natural stone every 6 months to 1 year for better protection against staining. Some stones may be recommended to be sealed even more frequently, depending on the homeowner's usage and daily care methods. Sealing natural stone does not prevent against etching.

## **DISCLAIMERS:**

**PERFECTION:** There is no such thing as a perfect natural stone. Each stone has its strong points and weak points. Consult with your sales representative to best determine the right type of stone for you.

**NATURAL LIABILITY:** AF cannot be held liable for the natural characteristics of any natural stone during any step of the fabrication & installation process, this includes post installation, as well. AF is responsible for assisting the customer in selecting a stone, measuring, fabricating & installing the stone.

**VIEWING:** AF highly recommends customers view the slabs in-person prior to ordering/purchasing.

**CUSTOMER INSPECTION:** Natural stones can consist of inclusions, blemishes, minor fissures, voids and many other natural characteristics that cannot be avoided when doing the slab layout. Customers should inspect the stone prior to fabricating to ensure that they like the overall surface of the stone as AF does not re-finish the surface of the stone. Of course, major blemishes/defects such as a random spot in an overall consistent colored slab and/or cracks will be avoided as best as possible.

**AF INSPECTION:** AF performs inspections of all AF supplied slabs prior to production and any red flags will be presented to the customer prior to moving forward. Inspection of slabs sourced outside of AF will be inspected however we may not see things during processing. We assume outsourced slabs have been thoroughly inspected prior to purchase. We will direct you back to original supplier for any complaints on the surface, i.e. Fissures, Fills, Scratches, Blemishes either natural or unnatural.

**HEAT & THERMAL SHOCK:** Natural stones/Manufactured Stones, porcelain and quartz can take extreme amounts of heat but AF always recommends using a trivet or heat pad rather than placing extremely hot items on the surface. Even though stone can take an extreme amount of heat, it cannot handle a rapid change of temperature. This rapid change can cause thermal shock to the stone which can result in cracking of the stone due to the pressure of the stone releasing at any point of the stone, typically at corners.

**EXPANSION & CONTRACTION:** Natural stones, quartz and porcelain expand & contract throughout the year just as most items do. If items press against the stone while expanding and if the stone is also expanding, the pressure can cause cracking.

**LIQUIDS:** Any liquids left on the surface of a stone can penetrate the stone, even if sealed.

**OILS:** Oil can stain any natural stone, even if sealed.

**DENSITY:** In most cases, the lighter the natural stone is in color, the softer it is. The same goes for the opposite - the darker the color, the more dense it is. There are a few exceptions to this, it depends on the type of stone that is being considered. The density of the stone can determine the strength of the stone when considering scratching, staining, etc.

**ABSORPTION:** Stones can absorb water during the fabrication process. This may take days, weeks or months to dry. Water absorption can also occur after the stone was installed while being used. For example - near/around the sink, stove, etc. AF has no way of telling if a stone will absorb water prior to ordering/cutting/fabricating/installing and cannot control this natural characteristic of the stone if it occurs. Water absorption is most common in quartzites and marbles.

**THICKNESS VARIANCE:** Stones can have variances in thickness throughout the stone which in some cases may be unforeseeable as the variance is in the very middle of the stone and cannot be measured prior to cutting. This issue is a result of a bent blade/wire on the gang-saw that is used to cut stone blocks into slabs. If this occurs, AF will be required to mill the thicker stone down to the same thickness as the thinner stone.

**FISSURES:** Fissures are minor cracks or microcracks that are a result of pressure within the stone being released due geological reasons. If a stone has a very long fissure that extends from one end of the slab to the other or if it starts from the edge of the slab, that fissure may need to be avoided because the countertop section cut from that piece will have a fissure that runs through the counter making it an extremely weak point and can crack/break at that point. In most cases, this type of fissure will be found & red flagged prior to moving forward with production.

**REMOVED DEPOSITS:** Small deposits of the stone can become removed during the cutting/fabrication process. If the piece of stone that became removed is found and is large enough, it can be adhered back onto the stone. This typically occurs along the edge of the countertop where the blade cuts through the stone.

**BLEEDING:** “Bleeding” can occur when the stone absorbs resins or other products used to join two pieces of stone together at seams or joints, including miter joints. The area around the seam/joint will be slightly darker as the resin bleeds into the pores of the stone along the edges of the stone where it is joined. This typically occurs with softer stones but can occur in any type of stone, it is mostly unforeseeable and AF has no control of this from occurring.

**BLOSSOMS:** “Blossoms” can occur when the stone comes in contact with certain chemicals or products used during the stone fabrication/installation process. Blossoms are discolored areas, typically greenish or bluish in color and are a reaction between the stone’s minerals and the chemical/product used. This typically occurs with some lighter white/creamy colored granites. This is mostly unforeseeable and AF has no control of this from occurring. There are products that can remove the blossoms to a certain extent, AF will present the customer with which product to purchase and how to use the product. AF is not responsible for removing blossoms.

**SEAMS:** Natural stones may require seams in the layout to prevent cracking/breakage during any part of the process, including post installation.

**EDGING:** The sharper and/or thinner the edge of a stone product, the easier it can chip. It is recommended to have a beveled edge or rounded edge – minimum 1/8” radius (eased edge and/or pencil edge).

**OVERHANGS:** The maximum unsupported overhang for standard 2CM (3/4" thick) stone countertops is 12" - 14" so long as the counter has 2 parts supported for every 1 part unsupported. For example: a counter with 24" supported can have a 12" overhang. Support brackets may be required in many cases to have larger overhangs.

**WEIGHT:** Applying excess weight or standing on the countertops can cause the countertop to crack and/or break.

**SETTLING:** Stone/Artificial Stone can crack from settling of the house foundation, floor joists or cabinets.

**SEALING:** All natural stones are recommended to be sealed every 6 months to 1 year. The amount of time really depends on the customer's usage and care methods. If the area is used daily and being cleaned daily, it is recommended to seal the stone every 6 months or sooner, if required. To tell if your stone needs to be required, perform a water drop test. See the care & Maintenance guide for more details.

**DAILY CARE:** AF recommends just using water & Dawn antibacterial dish soap (3-1 ratio mixed in a spray bottle). Other dish soaps will work fine, Dawn is recommended due to its gentleness on human skin which reflects its gentleness on the stone (see our Care & Maintenance guide under the resources tab for more information). Any sealer/cleaner combo is also a great choice.

**DAMAGE:** Natural stones can become damaged from daily usage/accidents such as dropping a pan, impact to the edge, dragging items, etc. AF can only do its best to resolve the issue for the customer. AF is not responsible or liable for the natural characteristics of any stone or for the customer's usage of the stone.