



1172 Hammond Street, Suite 3,

Bangor, Maine 04401

Remnant Sale Agreement Form

The following is a mutual agreement of sale and services between _____ (“Customer”) of _____, Maine, _____ and the business Atlantic Granite (“AG”).

The terms of the agreement are predicated on estimate # _____ dated _____ and are as follows:

A. SERVICES. Atlantic Granite will perform the following:

1. _____
2. _____
3. _____

Initial: _____

B. STONE INFORMATION.

Name/Color: _____ Type: _____

Finish: _____

*Additional stones and information will be attached on a separate sheet.

Initial: _____

C. PAYMENT BREAKDOWN. Atlantic Granite will provide an estimate based on the dimensions and specifications provided by the customer. Estimates will vary depending on the size of the project, stone choice, customization, etc. AG will use the estimate to determine an approximate payment amount between AG and the Customer. For items not included with the customer’s information, such as overhangs or backsplashes, AG will use company standards to assist or finalize the completion of the estimate.

Grand Total of job = \$ _____

Deposit (50%) due before scheduling a template date = \$ _____

Final Payment #1 (25%) due upon template completion = \$ _____

Final Payment #2 (25%) due upon installation completion/pick-up = \$ _____

*Final Payment #2 is the remaining 50% if the job is a pick-up.

*All portions of payment are subject to change and may increase.

*Payment must be paid by cash, credit/debit card, or check to “Atlantic Granite”.

Initial: _____

D. ADDITIONAL TERMS & CONDITIONS, DISCLAIMERS, & DISCLOSURES. Customer (a.k.a “I”) adheres to the following:

UNDERSTAND that remnant pieces are leftover pieces from previous jobs and that these pieces have already been cut, fabricated, polished, and moved frequently. Atlantic Granite does not guarantee the removal or avoidance of scratches/imperfections, as well as the stone length, width, veining/movement, thickness, color, polish, finish, or fabrication of remnant pieces. Natural stones are products of nature and are subject to variations in veining, color, and patterns. Natural stone may also have areas of oxidization or “rust” spots, which are elemental imperfections and are part of the stone’s biology. *Atlantic Granite is not liable for any finalized pieces that result in the appearance of any imperfections.*

I UNDERSTAND that due to the current schedule, job size, stone selection/availability, customizations, location of the job, etc., template/installation dates are subject to change to ensure that ALL customers receive the best quality of work and service. AG reserves the right to reschedule ANY template or installation.

I UNDERSTAND all remnant jobs have the potential to break during any section of the job, even when the stone is cut, fabricated, delivered, and installed correctly and with care. All remnant jobs are subject to change without sufficient notice or time frame of completion.

I UNDERSTAND that during any time of the process, especially if the stone is damaged, I may need to choose a different remnant piece or pieces to complete my job. This may also cause a delay with the tentative installation time frame.

I UNDERSTAND that it is my responsibility to inform Atlantic Granite of any delay concerning the preparation of the template. Failure to meet all requirements (see Template Checklist) will result in rescheduling my template date, delaying my project, as well as the addition of a \$250 rescheduling fee to my invoice. I agree to sign the Template Sheet once completed; by signing the Atlantic Granite Template Sheet, I agree to the suggested/needed changes, information, dimensions, specifications, layout(s), etc. Once the template is returned to the office, all dimensions and measurements obtained by Atlantic Granite will be recalculated and the remaining balance will be adjusted, accordingly.

I UNDERSTAND that it is at the discretion of Atlantic Granite's shop foreman to determine whether or not all requirements have been met or completed. If tasks are incomplete, I will have to reschedule a new installation date and pay an additional \$500 rescheduling fee, which will be added to my invoice.

I UNDERSTAND that Atlantic Granite will deliver the stone to the Customer's address and direct the pieces to the project area. AG will place the stone(s) onto the cabinets to ensure the pieces are correct, then caulk the areas with a silicone adhesive to help hold the stone in place. AG will tend to any seams and attach any backsplashes during this time. At the end of the installation, the Final Payment #2 payment is due.

I UNDERSTAND that for any insecurities concerning the Customer's ability to pay for the services in a timely fashion, Atlantic Granite will require, in writing, adequate assurances of the Customer's ability to meet its payment obligations. Unless the Customer provides the guarantees in a reasonable time and manner acceptable to Atlantic Granite and any other rights and remedies available, Atlantic Granite may partially or suspend its performance while awaiting assurances, without any liability.

I UNDERSTAND that Atlantic Granite warrants that its personnel possesses competency consistent with applicable industry standards in performing their services. No other representation, express or implied, and no warranty or guarantee are included or intended for this project or any report, opinion, deliverable, work product, document, or otherwise. Furthermore, there is no guarantee as to the effectiveness or value of any services performed and I will pay AG the full amount due.

I UNDERSTAND I am responsible for ensuring the stone's longevity once Atlantic Granite has installed the stone(s). AG will provide a Care and Maintenance guide and direct the Customer to alternative information outlooks, such as websites.

Initial: _____

By signing below, the customer has read and initialed each section of the Customer Agreement Form, understanding and agreeing to each section's terms and conditions, as well as understanding and agreeing to the Customer Agreement Form as a whole, thus proceeding with sales and services from Atlantic Granite.

BOTH PARTIES ADHERE TO THIS AGREEMENT AS OF

the _____ of _____ in the year _____

Customer Name: _____

(Print Name)

Customer Name: _____

(Signature)

Darren W. Hatch, Sales Representative, Atlantic Granite

(Signature)