

Contract Agreement: Terms and Conditions of Sale

Quotation: All quantities, sizes, textures, colors and designs must be verified, approved and accepted by the owner/contractor; no other areas or materials will be included. This must be done in writing. No verbal orders will be accepted. If Marbon Inc. standard profiles are not used these items must be noted and shop drawings provided.

Deposit: Each account is required to pay a ***non-refundable*** deposit prior to manufacturing.

Manufacturing: Materials will take approximately 4-6 weeks to manufacture from stock molds. Fabrication of radius or custom molds will take longer. The manufacturing of materials will not proceed until the following are received: signed quotation, signed Terms and Conditions, deposit check, copy of Notice of Commencement and field verified templates.

Measurements: It is the responsibility of the owner's/contractor's project manager to inform Marbon, Inc. when field measurements may be taken-i.e.: windows and doors installed, corner bead for stucco, grade established, steps/arches formed, poured and stripped, etc. This must be done in order to fabricate special size molds or radius molds for the specified product.

Additional Material: A signed quotation/purchase order for additional materials is required prior to any additional materials being manufactured. Such extras shall be treated as a new project with standard scheduling procedures.

Design Changes: If project conditions require altering materials for non-standard installation procedures or custom design, the owner/contractor must sign a work directive form instructing Marbon Inc. on how they intend for us to proceed. If additional cost or shop drawings are required for the work directive, a signed quotation/purchase order will be required from the owner/contractor prior to the work being preformed. After material is altered, if the owner/contractor does not accept the final design concept, then the owner/contractor will be responsible for any additional cost to manufacture additional materials, shop drawings, and design changes.

Debris: All work is custom ordered, therefore we are regrettably unable to credit your account or accept returned materials, we do not restock material. Extra materials made for each project due to breakage, waste, and standard mold sizes will also not be credited. Cast stone debris to be removed by others.

Installation: All surfaces must be acceptable to Marbon Inc. before installation. The material is attached using thin set and tap cons, therefore, the backing **must** be within 1/4" tolerance. Any surface needing rework must be done at no expense to Marbon Inc. Protection of landscape, floors, walls, etc. to be done by others; Marbon Inc. will in no way be responsible for the damage of such items. In areas where columns & cast stone abuts wood or drywall surfaces, or those over an unstable surface, the joints may crack. Marbon Inc. will not be responsible for re-grout in these areas. Surfaces for installation of flatwork shall be within a 1/2" tolerance and slopped for drainage.

Lost or stolen: Materials that are lost or stolen or those items damaged by others at project site which need to be replaced will be billed for material and delivery charges to your account.

Deliveries: Deliveries will be designated for each order. If you request additional deliveries, you will be charged accordingly. The owner/contractor is to supply access for cast stone deliveries where materials are to be installed. Marbon Inc. will in no way be responsible for any damage to curbs, walks, driveways, streets or other areas.

Warranty: The warranty period is one (1) year from the substantial completion by Marbon Inc.

Stains: Staining caused by naturally occurring chemical impurities in the raw material, rust, landscaping, or from water runoff are not the responsibility of Marbon Inc., and are to be removed by others.

Sealant: Sealing of cast stone is an after market procedure and is not included in this agreement, if owner/contractor desires sealing we recommend that a qualified professional be obtained.

Back Charges: No back charges will be charged to Marbon Inc. without a certified letter detailing the reason for such charges. It is agreed that if Marbon Inc. feels that the back charge is legitimate then the owner/contractor must give Marbon Inc. (3) three working days to correct such condition to avoid such back charges.

Cancellations: If the project is cancelled for any reason, the owner/contractor is responsible for any or all cost for materials and/or labor completed.

Payment: All sales are due and payable within 30 days of the date of invoice. Owner/contractor agrees to pay interest at 1 1/2 % per month on past due amounts. If it becomes necessary to enforce payment (even if settlement is subsequently made before any court action becomes final) the owner/contractor also agrees to pay reasonable attorney fees (including attorney fees for appeal) and court costs.

Attorney's Fees: In the event Marbon Inc. initiates or defends litigation between Marbon Inc. and owner/contractor to enforce or defend its rights herein, the owner/contractor agrees to pay all costs in connection with such litigation as well as the reasonable attorney's fees of Marbon Inc.

Resolution of Disputes: Both parties must agree that the venue for any disputes arising out of this contract shall be Palm Beach County, Florida. If any conflicts exist in the Agreement between terms that are printed and those that are typed or written, the typed or written language shall govern. This Agreement shall be binding and their successors and assigns. The representation, warranties and indemnifications contained herein shall survive the termination of this Agreement.

Owner/contractor warrants there are no errors, omissions, or ambiguities in the quotation/terms and conditions other than any it has already brought to the attention of Marbon Inc. in writing and acknowledges any such items it has brought to the attention of Marbon Inc. were resolved to its satisfaction in these quotations/terms and conditions.

Marbon Inc. Representative

Date:

Owner/Contractor

Date :