



Custom Stone Works

Marble Disclaimer & Waiver

Marble is a natural stone product and is known for its variation in color and veining patterns. It is considered a high-end countertop solution with strong perceived value. Because marble is a natural stone, the thickness of the slab may vary. Marble is formed from the re-crystallization of limestone under intense pressure and high temperatures within the Earth. During this process, other minerals are introduced into the structure, which produce the colors and veining that characterize marble. Marble countertops are not as hard as granite or quartz countertops and are much more porous with many natural veins and fissures. Custom Stone Works (CSW) cannot control and will not be held responsible for color variations, color inconsistencies, stains, or surface scratching after installation is completed.

MARBLE PRODUCTS ARE NOT WARRANTIED.

Please initial each item and sign at the bottom of this document.

[] Client/Purchaser acknowledges that natural marble materials will have color and shade variations, no two slabs will be the same. Pits and fissure cracks are normal characteristics. At any part of a uniform looking color there may be a vein, spot, or off-color markings of an undetermined size. These markings cannot be avoided when cutting. Marble slabs will be filled in areas and not take a shine. There may be veins, fissures, or cracks that have been mended.

[] CSW uses high quality sealer on all installed countertops. Although this sealer is meant to protect the stone, it does not guarantee against staining. Polished marble is especially susceptible to acids and any spills should be immediately cleaned. CSW makes no warranties implied or expressed as to stain resistance or imperviousness of the products to scratches and etching. It is recommended that marble countertops be resealed every six to twelve months.

[] Client/Purchaser acknowledges that marble is a calcium-rich stone and susceptible to expansion. Marble contains inherent weak spots, hairline cracks and fissures. These will become more noticeable if separation occurs. Any movement of cabinets, walls or general settling of your home/facility could cause any of these or new cracks to open and/or become noticeable. CSW does not provide compensation or replacement should your countertop crack after installation due to settling of the home/facility or misuse.

[] Minor chipping of the product can occur during installation but is potentially repairable on site. CSW will not be responsible for re-fabrication due to minor chipping.

[] Countertops must be installed on sturdy, level cabinets. Should problems be detected at the time of installation, it is the client's/purchaser's responsibility to have these problems remedied. There are cases that a sink or cabinet must be modified the day of installation to allow CSW installers to complete work.

[] Most marble applications contain seams. All seams can be seen and felt. Seams in white marble will appear more noticeable. CSW will make the very best seam it can. However, seam sizes range in width.



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[] CSW will have absolute authority on the number and location of seams if not otherwise specified by client/purchaser prior to fabrication. CSW will make every effort to match veining. However, seams in veined colors or materials with movement may not match. Horizontal veins may intersect vertical lines at seams. Decisions about seams are made on a number of criteria. Among them are the size of the material, cutouts, manageability of pieces, overall project layout, and installation considerations.

[] Marble backsplashes are more fragile than the countertops. Backsplashes that are long and thin have a tendency to break. Therefore, there may be seams in the backsplash that do not coincide with the seams in the countertop.

[] Although granite and marble share similar traits of durability, marble is softer, more porous and more vulnerable to scratching and staining. Marble is also less resistant to heat. Extreme heat from hot pots and pans can damage the countertop surface.

[] A 5-inch overhang is the maximum unsupported overhang recommended for 3 cm marble. Additional support is required for overhangs over 5 inches. Brackets or supports must be installed prior to setting the stone. CSW is not responsible for bracket installation unless contracted.

[] Marble countertops are fragile. During transportation and installation, a countertop can and will sometimes break. Should a marble countertop break, the top will be rebuilt on a priority basis. However, CSW is not responsible for this delay and will not pay compensation for this reason.

By signing below, you acknowledge that you have received, read, understood, and agreed to each and every statement in this disclaimer and waiver document. You further acknowledge and agree that there is no warranty associated with marble products.

Client/Purchaser Signature

Date

CSW Representative Signature

Date