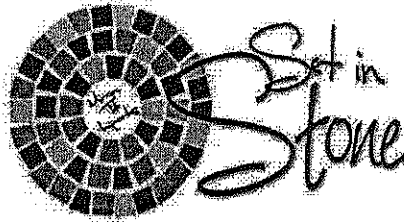


CONTRACT



105 E South Street

Aberdeen, NC 28315

Phone: 910.944.3062

Fax: 910.401.1062

Email: ariel@mirontileimports.com

Set In Stone of the Sandhills, LLC. hereby agrees to contract with and purchase, cut and install a granite or marble product for:

Customer(s): _____

Address: _____

Address of Installation (if different than address above): _____

Home Telephone: _____ Work Telephone: _____

Cell Telephone: _____

Set In Stone of the Sandhills, LLC. agrees to carry out the work, and the Customer agrees to meet the requirements below and make payment as required below:

Payment Schedule

Because of the unique nature of granite and marble the fact that Set In Stone of the Sandhills, LLC. purchases the material upon the Customer's selection and cuts the granite or marble per the Customer's instruction, Set In Stone of the Sandhills, LLC. requires a 1/2 down deposit of the total contract price prior to Set In Stone of the Sandhills, LLC.'s holding or ordering of the material (for templating (if applicable), removal of existing tops (if applicable)).

Set In Stone of the Sandhills, LLC. requires the remaining ½ down-payment at the time of installation and completion of the job. This is remaining Contract balance.

Any alteration or deviation from the stated contract price involving extra cost will be executed only upon a written work order and will become an extra charge over and above the Contract price.

Granite and marble products are fully customized to the Customer's specifications, and are non-returnable.

Contract Price

\$ _____ **TOTAL CONTRACT PRICE**

Deposit Schedule

\$ _____ **TOTAL PRICE OR MATERIAL + ½ OF CONTRACT PRICE**

Balance Schedule

\$ _____ **REMAINING BALANCE DUE AT INSTALLATION & COMPLETION**

Set In Stone of the Sandhills, LLC. has the right to stop work if the Customer fails to make payments in accordance with this Schedule, and has the right to refuse to continue work until the above payments are made in full in accordance with this Schedule.

Tentative Schedule of Work

DATE OF TEMPLATE: _____

DATE OF INSTALLATION:* _____

* We do not install/fabricate in inclement weather. Therefore, install dates may be changed when weather disrupts install/fabrication dates. We will install on the next available date.

- The Customer will select a granite or marble material from Set In Stone of the Sandhills, LLC.'s stock or from a granite or marble dealer. The Customer will need to make an appointment for viewing the material. Once the material has been selected, the Customer is to read and sign the release attached to this Contract. The Customer must sign the release before Set In Stone of the Sandhills, LLC. will begin fabrication.

- Set In Stone of the Sandhills, LLC. can remove existing tops. The Customer is to schedule an appointment with Set In Stone of the Sandhills, LLC.. (Please keep in mind the work required in removing tops when choosing to do it on your own). Set In Stone of the Sandhills, LLC. may suggest a contractor to aid in the process (i.e., drywall work, painting, caulking, etc.); however, Set In Stone of the Sandhills, LLC. shall not be held responsible for any work performed by said contractor. Please go over any questions or concerns with Set In Stone of the Sandhills, LLC.'s representatives in Set In Stone of the Sandhills, LLC.'s office.
- If the Customer is providing templates or measurements for the fabrication/cutting of any of the material, Set In Stone of the Sandhills, LLC. will not be responsible for an inaccurate product because of an incorrect customer-supplied template/measurement.
- If the Customer has chosen to pick up his/her/its finished product, Set In Stone of the Sandhills, LLC. will not be held responsible for breakage once the product is released. Please keep in mind that granite and marble are weakest when held flat or horizontally.
- Set In Stone of the Sandhills, LLC. suggests you call ahead to make appointments, especially during our busy season of October through December.
- On the date of templating, the Customer must have all new or existing cabinetry completely installed and level so that Set In Stone of the Sandhills, LLC.'s representatives may take accurate measurements. It is important that all sinks (with template), faucets, stoves (cook tops, freestanding, slide in, drop in) and other appliances be on site so that Set In Stone of the Sandhills, LLC.'s representatives may take accurate measurements. Set In Stone of the Sandhills, LLC. cannot template if any piece of cabinetry is missing. If Set In Stone of the Sandhills, LLC. cannot template because cabinetry is missing, Set In Stone of the Sandhills, LLC. will assess an additional trip charge of \$75. At this time the Customer and Set In Stone of the Sandhills, LLC. will address any particular issues of installation (such as overhang of material and seam placement). If the Customer is replacing existing countertops, Set In Stone of the Sandhills, LLC. may require that the Customer remove the tops prior to templating to ensure an accurate measurement. The Customer must inform Set In Stone of the Sandhills, LLC. if there is an existing countertop.
- Once templating is complete, any changes to measurements on the Customer's part could affect the accuracy of the top. Set In Stone of the Sandhills, LLC. will not be responsible for any mi-cut material, additional cutting of additional installation time caused by any changes in measurements made be the Customer.
- The Customer then will provide to Set In Stone of the Sandhills, LLC. a date for installation. Installation should occur from seven (7) to fifteen (15) days from the date of templating. Customer must be present at completion of installation in order to accept and provide payment for the finished product. Installation can take anywhere from one (1) to five (5) hours. The Customer must provide to Set In Stone of the Sandhills, LLC. a window of 8 a.m. to 5 p.m. in which to install material. If for any reason the Customer is unavailable and has not made our representative aware prior to the scheduled date that the Customer will not be present, Set In Stone of the Sandhills, LLC. will assess an additional trip charge of \$200. The rescheduled date will be the next available date Set In Stone of the Sandhills, LLC. is in the area of Customer.
- The Customer is asked to keep this schedule in mind when scheduling appointments. For example, if the Customer is purchasing new cabinetry and is expecting a contractor to install the cabinets in three (3) weeks' time, the Customer is to schedule Set In Stone of the Sandhills, LLC.'s work after that time.

Warranty Information

Set In Stone of the Sandhills, LLC. guarantees under normal use the workmanship of the granite or marble or other material as installed for the period of one year from the date of installation. This warranty does not cover replacements or corrections or any results of misuse, including, but not limited to, improper maintenance or normal wear and tear. This warranty does not cover variations in colors, markings or inconsistency of the granite and marble one the Customer has approved the granite and marble for fabrication. This warranty covers installation only, and in no way provides a warranty against scratches or staining by human error, or pitting/fissures (natural occurrences) in the material.

Default

In the event that all sums and owing by the Customer to Set In Stone of the Sandhills, LLC. are not paid in accordance with the Payment Schedule and Contract Price, set forth above, including any addenda to the Contract Price, Set In Stone of the Sandhills, LLC. shall have the right to exercise any or all of the following remedies: (1) place a lien against the Customer's property in the court of the county in which the work was performed; (2) stop work until such time as past due payments are brought up to date (this stoppage shall in no way constitute a breach of the Contract); (3) charge a finance charge of two percent (2%) per month, which is an annual percentage rate of twenty-four percent (24%); and/or (4) assess any and all collection agency fees, reasonable attorneys' fees' expert fees, court costs and/or arbitration fees incurred in an effort to collect sums due and owing to Set In Stone of the Sandhills, LLC..

Responsibilities of the Customer

- Customer is responsible for cleaning and clearing top.
- Set In Stone of the Sandhills, LLC. does not do plumbing, electric or gas work. It is the Customer's responsibility to have the proper work finished before and after installation. Please schedule the re-hook up appliances after Set In Stone of the Sandhills, LLC. has installed the granite or marble material.
- Set In Stone of the Sandhills, LLC. does not set appliances (dishwashers, stoves, microwaves). Set In Stone of the Sandhills, LLC. is not responsible for the variation in height between the countertops and any appliances. Set In Stone of the Sandhills, LLC. can mount only stainless steel undermount sinks to the granite. Set In Stone of the Sandhills, LLC. offers a wide variety of stainless steel undermount sinks. Please inquire with Set In Stone of the Sandhills, LLC.'s representatives in Set In Stone of the Sandhills, LLC.'s office. If the Customer has chosen a cast iron undermount sink, the Customer must have a cradle built and installed prior to installation.
- Set In Stone of the Sandhills, LLC. cannot move any appliance for the Customer during template or installation. Set In Stone of the Sandhills, LLC. apologizes for any inconvenience; however, Set In Stone of the Sandhills, LLC. cannot be liable for any scratches on floors, cabinets, etc. when moving an appliance.
- Set In Stone of the Sandhills, LLC. does not caulk or silicone the top of the backsplash to the wall. Please be aware that granite or marble is cut to fit the cabinet, not the wall, and, therefore, of the wall is not straight, there will be an uneven gap between the material and the wall.
- The maximum length for unsupported granite and marble is half the depth of the supporting cabinet or wall. For greater overhangs, the Customer must install bracket supports.

- Please be aware that during installation of the granite or marble, if any cutting or grinding must take place at the Customers' home (e.g., range cut out) a film of dust may be created. Set In Stone of the Sandhills, LLC. uses a shop vacuum and tarp and its employees do general cleaning upon finish. However, Set In Stone of the Sandhills, LLC. will not be liable for additional cleaning (i.e., the inside of the cabinets, wall, etc.).

Lien

The failure to make payment under this Contract may create a lien against the Customer's property to secure payment and may cause a loss of the property if the Customer fails to pay the amount agreed upon. The Customer has the right to consult an attorney. The Customer has the right to rescind this Contract with three (3) business days after the date of signature it by notifying Set In Stone of the Sandhills, LLC. in writing of rescission of the Contract.

THE CUSTOMER(S) MUST INITIAL BELOW TO ACKNOWLEDGE THIS PROVISION:

CUSTOMER(S) _____

If the Customer is not the owner of the property, the property owner must sign above. If there is more than one property owner, all property owners must sign above.

By signing this form, the Customer(s) listed above is/are fully aware of all the terms and conditions and agree(s) to all of the above terms and conditions.

Customer Signature

Date

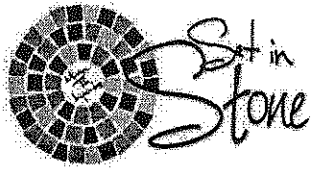
Print Name

Company Signature

Date

Print Name

SET IN STONE OF THE SANDHILLS, LLC



– LIMITED WARRANTY –
NATURAL STONE



Natural stone including but not limited to granite, marble, onyx, travertine, quartzite (hereafter referred to as “stone”) products come with a one (1) year installation *labor warranty only*. No warranty of any kind covering any *natural stone material* is implied or expressed. This Non-transferrable Limited Warranty does not cover any products or services for which Set In Stone of the Sandhills, LLC has not been paid in full.

Installation services performed by Set In Stone such as setting and attaching the countertop and other natural stone surfaces are warranted for a period of one (1) year from the date of installation as evidenced by proper documentation submitted by customer and recognized by Set In Stone. Related services such as plumbing and electrical connections are warranted against defects in materials and workmanship for a period of sixty (60) days from date of installation as evidenced by proper documentation. Note: Set In Stone does not apply caulk in areas where countertops or splashes meet walls or tiles, therefore settling of caulk in these areas are specifically not covered.

This non-transferrable warranty is limited solely to the repair or replacement of stone which was purchased from Set In Stone, and to the re-installation of the stone only if it was originally installed by Set In Stone. Stone may be repaired or replaced solely at the discretion of Set In Stone. Alternatively, at its sole option, Set In Stone may refund up to its original selling price of the stone (upon return of the stone by the customer if requested by Set In Stone) and/or refund its selling price for installation services. In the event of such refund(s) any and all claims will be deemed waived, and Set In Stone will have no further liability of any kind.

Specifically not covered under this warranty is damage to stone after delivery, alteration by others, during storage or transit by others, during installation by others, resulting from repairs performed by others, resulting from abuse or misuse or exposure to certain outdoor conditions, or resulting from improper maintenance. Seams on outdoor installations are not covered.

Tolerances for dimensions such as length, depth, overhang, centerline, etc. allow for slight variances from design specifications. Variances not clearly visible or which can be detected only by using measuring devices are not covered under

this warranty. Additionally, settling of floors, sub-structures, and cabinets and changes in ambient conditions will result in misalignment of installed products, opening of seams and joints, and gaps where products meet each other and meet walls, none of which are covered by this warranty.

Consequential, incidental, minor, or indirect damages of any kind are expressly not covered by this warranty. Such items which are not covered include – but are not limited to – fabrication costs, costs to un-install or re-install, plumbing, electrical work, tile, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by others, or from use of this product is expressly not covered. Specifically included in this exclusion are minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation. Set In Stone's maximum liability under this warranty arising out of the sale of, other products or installation services, based upon warranty or contract, shall never exceed the actual payments received by Set In Stone in connection therewith.

Some products sold by Set In Stone may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty.

Sink cutouts will be made in compliance with the sink manufacturers' specifications as provided online or by use of a template provided by manufacturer or customer. Variations between the cutout and the sink and the manner in which the sink reveal (either positive or negative) conforms to the outline of the sink are expressly not covered under this warranty. Set In Stone assumes no liability of any kind when the customer requests a cutout to be made that differs in any way from the sink manufacturer's published or provided cutout specifications. The material resulting from the sink and cook top cut-outs are not part of the finished product and will not be made available to the customer.

Set In Stone makes no implied or expressed warranty regarding merchantability or fitness for a particular purpose and makes no other warranties, expressed or implied, other than as set forth herein. No fabricator, installer, dealer, agent, or employee of Set In Stone has authority to modify the obligations or limitations of this warranty. This warranty is issued only to the original purchaser (the party whose signature appears on this warranty, or if no signature appears, the party by whom Set In Stone was paid), and is not transferable. However, this warranty also governs any claims which may be filed by the original end-user.

The following guidelines are intended solely to clarify an understanding of certain properties, characteristics, or conditions associated with Set In Stone products and installation services. They do not represent all of the properties, characteristics, or conditions which may be covered or which may be excluded from coverage under this warranty.

Color and veining: Stone countertops are composed of natural materials and are subject to variations in background color, veining distribution and veining pattern. The color, shade, veining, color concentrations (blotches), and any other variances in the appearance of natural stone will exist and will vary between a sample you may have used in the selection process and the actual stone(s) used on your project, between two stones, and even within the same stone. Such naturally occurring variations are to be expected in stone and are not considered defects.

Finish: Your countertop will come with a polished finish (unless ordered in another finish). Irregularities in the finish and gloss levels of natural materials like stone are common, reflecting the unique natural patterns and finish that give each stone countertop its distinctive appearance. Finish and gloss will vary from piece to piece and on the same piece.

Surface irregularities and thickness: Natural stone is composed of minerals and is earth-formed over hundreds of millions of years. Fissures, pitting, mineral pooling, and other naturally occurring features in stone should not be considered as defects, and are not covered under this warranty. The thickness of stone slabs vary, therefore thickness designations (i.e. 3 centimeter) are nominal rather than exact. When pieces of different thicknesses are joined, it is common practice to grind the underside of one piece to blend evenly with the other piece.

Seaming: Placement of seams (including the use of "rails") is solely at the discretion of Set In Stone, will be discussed at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to insure the seam is placed in the best location for the structural integrity of the countertop and to make it aesthetically pleasing. Due to the unique characteristics of stone, it is not possible to guarantee a match in color, veining (including the direction of veins) or finish when seaming two pieces together. Additionally, stone slabs may contain some bowing or warping, therefore in some instances seams may not be level across their entire length.

Staining: All countertops are sealed prior to installation. Annual sealing is recommended to enhance stain resistance, and such sealers may be purchased easily. When properly sealed and maintained, stone countertops are generally

quite stain-resistant to common beverages and foods. In those instances when a stain occurs, it is generally not possible to remove it, and such stain is not covered under this warranty. It is very possible for certain chemicals and cleansers to stain stone. If such liquids are spilled on stone, they should be wiped off immediately with soap and water. Set In Stone, as well as most home centers, sells a line of products designed specifically for the care of stone countertops. Additionally, you may use warm soap water or mild household cleaning agents to clean your countertop. Avoid strong chemicals and solvents. Do not use nail polish remover, permanent markers, inks, oil soaps, furniture cleaners or paint strippers on the countertop. Also, avoid using high alkaline/PH level cleaners, such as oven cleaners on the countertop.

Scratching: Many types of stone countertops (i.e. granite) are extremely hard surfaces and very resistant to scratching. In the rare instance when a scratch is discovered, it is generally not possible to repair or remove it. The top should not be used as a cutting surface since it will dull your knives. The use of cutting boards is recommended.

Temperature: Stone countertops are very heat resistant and unlikely to scorch. Thermal shock or cracks may occur if the countertop is subject to extreme temperature changes. It is recommended that you protect your countertop from extreme heat by using trivets or hot pads, as damage resulting from heat is not covered under this warranty.

The following is an excerpt from Section 14 of "A Homeowner's Guide to Natural Stone Countertop Installation" published by The Marble Institute of America is an integral part of this warranty:

Fissures occur naturally in many stone types. A fissure is defined by the American Geological Institute as "an extensive crack, break, or fracture in the rock, which may contain mineral-bearing material." The term "fissure" is used commercially in the stone industry to describe a visible separation along intercrystalline boundaries or the voids between mineral crystals. This separation may start and stop within the field of the stone or extend through an edge. A fissure differs from a crack in that it is a naturally occurring feature in the stone.

Cracks occur in stones as a result of mechanically induced stresses during handling, fabrication, transport, or installation. When cracks are detected in slab material *prior to fabrication*, the best method is to simply avoid them during the layout process. In stones with lesser soundness properties, this option may not be possible. When working with such stones it is common practice to repair

cracks by cementing them together with epoxy or polyester resin. (Repaired cracks are not indicative of defective product or workmanship, and are specifically not covered under this warranty).

Chips can occur in stones either as a result of sawing operations or handling. Chips may be repaired with epoxy or polyester resin if the completed repair is consistent in color and texture with unrepaired areas of the slab.

Pitting of the countertop surface, particularly in granite, is a common characteristic of natural stones. Granites are made up of several different minerals, each mineral having a different hardness. Granites contain quartz, feldspars, biotite, amphibole, ferrous titanium oxides, and other minerals. On the Mohs Scale, diamonds are the hardest mineral, with a rating of 10. Quartz and feldspar have a hardness of 6.5 to 7 and are very durable. Biotite (mica) is very soft (2.5) and flakes easily. All true granites have biotite in their composition. Because biotite is soft and flaky, the first few layers are removed during the polishing process, causing pits throughout the slab. Some granites have more biotite throughout their composition than others. The higher the biotite content of the stone, the more pits it will have. Most polished igneous rocks will have varying degrees of pits, depending on the amount of biotite, muscovite, and phlogopite in their composition. The pits do not make the granite less durable or otherwise inferior. Pits are common in all granites and should be expected.

I have carefully read and thoroughly understand all of the information contained in the warranty.

Dealer/Contractor: _____

Signature: _____ Date: _____

Customer/End User: _____

Signature: _____ Date: _____