

TERMS AND CONDITIONS
Counter Top Guys, LLC (dba Countertop Guys)
Knoxville, Tennessee
Effective Date: 01/01/2026

These Terms and Conditions ("Agreement") govern all services provided by Counter Top Guys, LLC (dba Countertop Guys), hereafter referred to as "Company," "we," "us," or "our" to the customer ("Customer," "you," or "your"). By accepting the quote or proposal, making a deposit, or otherwise authorizing work, Customer agrees to be bound by these Terms and Conditions in their entirety.

SECTION 1: SCOPE OF WORK

1.1 The Company will furnish materials and perform work as specified in the signed Proposal or Work Order.

1.2 The signed Proposal, together with these Terms and Conditions, constitutes the entire agreement between the parties with respect to the scope of work described therein.

1.3 Any verbal agreements, representations, or understandings not expressly included in the signed Proposal are not binding upon either party and shall have no force or effect.

SECTION 2: ESTIMATES AND PRICING

2.1 All estimates provided by the Company are based on preliminary measurements and information provided by Customer. Estimates are not guaranteed final prices.

2.2 Final pricing is determined after on-site templating and may differ from the initial estimate due to changes in dimensions, specifications, edge details, cutouts, or site conditions discovered during the templating process.

2.3 Customer will be notified of any material pricing changes before fabrication begins. Customer's written approval shall be required before the Company proceeds with fabrication at an adjusted price.

SECTION 3: PAYMENT TERMS

3.1 Deposit. A deposit, per the terms of the quote or proposal, is required to schedule templating and secure materials. Work will not be scheduled until the deposit is received in full.

3.2 Progress Payment. If applicable, additional progress payments, with applicable amount and timing, may be required prior to installation as outlined in the quote or proposal.

3.3 Final Payment. The remaining balance is due in full upon completion of installation, prior to the installation crew leaving the job site. Installation is not considered complete until final payment has been received.

3.4 Accepted Payment Methods. The Company accepts the following forms of payment: cash, check, credit card, or ACH transfer. Credit card payments are subject to a processing fee of up to four percent (4%).

3.5 Late Payment. Balances not paid within seven (7) calendar days of the due date will incur a late fee of one and one-half percent (1.5%) per month (18% annually). Late fees shall accrue from the original due date until payment is received in full.

3.6 Non-Payment and Collections. If payment remains outstanding for thirty (30) or more calendar days past the due date, the Company reserves the right to: (a) suspend or cancel any remaining work; (b) file a mechanic's lien against the property in accordance with Tennessee Code Annotated § 66-11-101 *et seq.*; (c) refer the account to a third-party collection agency; and/or (d) pursue all available legal remedies. Customer agrees to pay all costs of collection, which may include, but limited to, reasonable attorney's fees, filing fees, court costs, and collection agency fees.

SECTION 4: CANCELLATION POLICY

4.1 Cancellation Before Templating. Customer may cancel at any time before the scheduled template date. The deposit will be refunded minus a cancellation fee of ten percent (10%) of the total estimated project cost to cover administrative and scheduling costs.

4.2 Cancellation After Templating but Before Fabrication. If Customer cancels after templating has been completed but before fabrication begins, the Company will retain the full deposit. A refund of any amount paid beyond the deposit may be issued at the Company's sole discretion, minus a templating fee of \$350.

4.3 Cancellation After Fabrication Has Begun. Once fabrication has commenced, the order is non-cancelable. Customer is responsible for the full contract price. Custom-fabricated stone products are made to order and cannot be reused or resold.

4.4 Cancellation by Company. The Company reserves the right to cancel or withdraw from a project at any time if: (a) site conditions are unsafe or do not meet minimum requirements for installation; (b) Customer fails to meet payment obligations; (c) Customer engages in abusive, threatening, or harassing conduct toward Company employees or subcontractors; or (d) circumstances beyond the Company's reasonable control prevent completion. In such cases, the Company will refund any payments received for work not yet performed, minus costs already incurred.

4.5 Rescheduling. Rescheduling a confirmed template or installation date within fewer than forty-eight (48) hours' notice may result in a rescheduling fee of up to \$150 per occurrence.

SECTION 5: MATERIAL DISCLAIMER

5.1 Natural stone (granite, marble, quartzite, soapstone, etc.) is a product of nature. No two slabs are identical. Variations in color, shade, veining, texture, pitting, fissures, and mineral deposits are inherent characteristics—not defects—and will not be grounds for rejection, replacement, or refund.

5.2 Engineered stone (quartz) may also exhibit variations in color, pigment distribution, and pattern due to the manufacturing process.

5.3 The Company makes no guarantee that installed material will exactly match showroom samples, digital renderings, photographs, or small sample chips. Samples are representative only and are provided for general reference purposes.

5.4 Customer is strongly encouraged to view and approve the actual slab(s) to be used prior to fabrication. Once Customer approves slab selection and layout, no claims regarding color, pattern, or veining will be accepted.

SECTION 6: MATERIAL SELECTION AND APPROVAL

6.1 Customer is responsible for selecting and approving all materials, edge profiles, sink cutout styles, and design details prior to fabrication.

6.2 Changes to material or design after template or slab approval must be submitted in writing and may result in additional charges, material costs, and project delays.

6.3 The Company reserves the right to refuse to fabricate certain materials if, in its professional judgment, the material poses a risk of breakage, structural failure, or unsatisfactory results.

SECTION 7: TEMPLATE AND MEASUREMENT

7.1 Templating will be scheduled after receipt of the required deposit and confirmation that the job site is ready for measurement.

7.2 Customer or an authorized representative should be present during templating to provide access, make decisions, and approve the template.

7.3 All cabinets and supporting structures must be fully installed, level, and secured before templating. Cabinets must be level within 1/8 inch over 10 feet.

7.4 All sinks, faucets, cooktops, and related fixtures must be on-site (or exact specifications provided in writing) at the time of templating. The Company is not responsible for errors resulting from missing fixtures or incorrect specifications provided by Customer.

7.5 If cabinets are not level, the Company will shim countertops at its discretion. The Company is not responsible for gaps between countertops and cabinetry caused by cabinets that are out of level or alignment.

SECTION 8: SEAM PLACEMENT

8.1 The placement, number, and location of seams is at the sole discretion of the Company and is determined based on structural integrity, material yield, slab size, transportation limitations, and aesthetic considerations.

8.2 Seams are a normal and unavoidable aspect of stone countertop installation. All seams conform to Marble Institute of America (MIA) / Natural Stone Institute (NSI) guidelines and will be within 1/16 inch.

8.3 Seams will be visible to the eye and may be felt by touch. While the Company will make every reasonable effort to minimize seam visibility and match color and veining at seam locations, an exact match is not guaranteed due to the natural variation of stone.

8.4 Color-coordinated epoxy will be used at all seam locations.

SECTION 9: INSTALLATION

9.1 Site Preparation. Customer is responsible for: removing all items from existing countertops and cabinets; clearing a pathway from the entry to the installation area; ensuring driveway access for Company

vehicles; and disconnecting all plumbing, gas, and electrical connections before the scheduled installation date.

9.2 Customer Presence and Site Access. Customer or an authorized representative should be present during installation to provide access, make real-time decisions, and sign off on the completed work. If a customer or authorized representative will not be present during installation, then they accept the installation as is.

9.3 Existing Countertop Removal. Removal of existing countertops is not included unless specifically stated in the Proposal. If removal is included, the Company is not responsible for damage to walls, backsplash tile, plumbing, or cabinetry that may occur during removal, as such damage is a common and expected consequence of countertop removal.

9.4 Dust and Debris. Stone cutting and installation may generate dust and debris. The Company will take reasonable precautions, but Customer is responsible for protecting personal property, appliances, and sensitive areas not within the immediate work zone.

9.5 Structural Support. Overhangs exceeding ten (10) inches for natural stone or twelve (12) inches for engineered stone require additional structural support (corbels or brackets). Support requirements and placement are at the Company's discretion and in accordance with industry standards. If the Company determines additional structural support is required, then the cost of needed structural support(s) shall be added to the project cost.

SECTION 10: PLUMBING AND ELECTRICAL DISCLAIMER

10.1 The Company sets and secures sinks but **does not perform plumbing connections, disconnections, or modifications** of any kind. A licensed plumber must complete all plumbing work.

10.2 The Company **does not perform electrical work** of any kind, including disconnection or reconnection of cooktops, disposals, dishwashers, or any other electrical appliance or fixture.

10.3 The Company assumes no liability whatsoever for any damage, injury, loss, or expense arising from plumbing or electrical work not performed by the Company, whether performed by Customer, Customer's contractor, or any third party.

10.4 Customer is solely responsible for ensuring that all plumbing and electrical work is performed by qualified, licensed professionals in compliance with applicable building codes and regulations.

10.5 If plumbing or electrical connections are not disconnected prior to the scheduled installation, the Company reserves the right to reschedule the installation at Customer's expense, including applicable rescheduling fees as set forth in Section 4.5.

SECTION 11: CHANGE ORDERS

11.1 Any changes to the scope of work, materials, dimensions, or design after the signed Proposal must be documented in a written Change Order signed by both parties.

11.2 Change Orders may result in additional charges, extended timelines, or both. No work on a Change Order will commence until it has been approved in writing and any additional payment required has been received.

11.3 Verbal change requests are not binding and will not be honored. The Company shall have no obligation to perform work that is not documented in a signed Proposal or Change Order.

SECTION 12: LIMITED WARRANTY

12.1 The Company warrants its fabrication and installation workmanship for a period of one (1) year from the date of installation for residential projects and ninety (90) days for commercial projects.

12.2 This warranty covers defects in fabrication and installation workmanship only. It does not cover: (a) natural stone characteristics, including but not limited to color variation, fissures, and pitting; (b) staining, etching, or damage resulting from improper use, cleaning, or maintenance; (c) damage caused by excessive heat, impact, abuse, or settling of the structure; (d) work performed by parties other than the Company; or (e) normal wear and tear.

12.3 Warranty claims must be submitted in writing within the warranty period. The Company will inspect the reported issue and, at its sole discretion, repair or replace defective workmanship at no additional charge.

12.4 This warranty is the sole and exclusive warranty provided by the Company. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 13: LIMITATION OF LIABILITY

13.1 To the fullest extent permitted by Tennessee law, the Company's total aggregate liability for any and all claims arising from or related to the services provided under this Agreement shall not exceed the total amount paid by Customer under the applicable Proposal.

13.2 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, BUSINESS INTERRUPTION, OR EMOTIONAL DISTRESS, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY.

13.3 The Company is not liable for: (a) damage to walls, backsplash, cabinetry, flooring, or appliances that may occur during normal installation or removal procedures; (b) pre-existing conditions of plumbing fixtures, disposals, or appliances discovered during installation; (c) delays caused by Customer, third-party contractors, or circumstances beyond the Company's control; or (d) the acts or omissions of Customer's contractors or agents.

SECTION 14: DISPUTE RESOLUTION

14.1 Good-Faith Negotiation. The parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation between the parties for a period of not less than thirty (30) days.

14.2 Mediation. If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to mediation administered by a mutually agreed-upon mediator in Knox County, Tennessee, before pursuing any other form of dispute resolution. The cost of mediation shall be shared equally by the parties.

14.3 Binding Arbitration. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in Knox County, Tennessee, in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court having jurisdiction thereof.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.

14.5 Venue. Any legal proceeding not subject to arbitration shall be brought exclusively in the state or federal courts located in Knox County, Tennessee. The parties hereby consent to the personal jurisdiction and venue of such courts.

14.6 Attorney's Fees. In any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and other expenses from the non-prevailing party.

SECTION 15: REMNANT POLICY

15.1 All remnant material remaining after fabrication and installation is the property of the Company unless otherwise agreed in writing.

15.2 If Customer wishes to retain remnants, arrangements for pickup must be made within seven (7) calendar days of installation. Remnants not picked up within this period will be considered abandoned and will become the property of the Company.

SECTION 16: FORCE MAJEURE

16.1 The Company shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to: acts of God, natural disasters, pandemics, epidemics, fire, flood, severe weather, war, terrorism, government actions, material shortages, supply chain disruptions, labor disputes, strikes, transportation delays, or equipment failure.

16.2 In the event of a force majeure occurrence, the Company will notify Customer as soon as reasonably practicable and will use reasonable efforts to resume performance as quickly as possible.

SECTION 17: INDEMNIFICATION

17.1 Customer agrees to indemnify, defend, and hold harmless Counter Top Guys, LLC, its owners, officers, employees, agents, and subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from: (a) Customer's breach of this Agreement; (b) Customer's negligence or willful misconduct; (c) work performed by Customer or Customer's agents, including plumbing and electrical work; or (d) any misrepresentation by Customer regarding site conditions, measurements, or other project-related information.

SECTION 18: GENERAL PROVISIONS

18.1 Entire Agreement. These Terms and Conditions, together with the signed Proposal and any executed Change Orders, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein.

18.2 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

18.3 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision or any other provision in the future. Any waiver must be in writing and signed by the waiving party.

18.4 Assignment. Customer may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company. The Company may assign this Agreement or subcontract any portion of the work without Customer's consent.

18.5 Notices. All notices required or permitted under this Agreement shall be in writing and delivered to the addresses specified in the Proposal, or to such other address as either party may designate in writing. Notices shall be deemed received upon personal delivery, or three (3) business days after mailing by certified mail, return receipt requested.

18.6 Survival. Sections relating to payment, limitation of liability, indemnification, dispute resolution, and warranty shall survive the completion or termination of this Agreement.

SECTION 19: ACKNOWLEDGMENT AND ACCEPTANCE

By accepting the quote or proposal, making a deposit, or otherwise authorizing work, the Customer agrees to be bound by these Terms and Conditions in their entirety.

COUNTER TOP GUYS, LLC:

Ian Anderson

Company Representative

01/01/2026

Date