

Foam Concepts, Inc

Confirmation

As a procedural step for every _____ order, I would like you to confirm and sign your acceptance to this confirmation. For your quote that is dated _____ with an amount of \$ _____. Your choice of color being "_____" and with your choice of texture being "_____." Before we may begin processing your order a 50% deposit is required and full payment is required upon completion or delivery of your order.

*Foam Concepts, Inc. is not held responsible for any miss calculations that may occur, so please double check your order to avoid any complications. Please understand that **variation in color and texture may occur due to the nature of this product.** Please note that field fitting must be done in the field and Foam Concepts Inc. is not liable for any of these cuts. To avoid any complications talk to your contractor prior to ordering your order.*

This quote is designed for material only, which means it does not include labor. We can recommend you to an installer that will work with you directly. There are no returns on these custom products. Please sign your acceptance to this order and return. We at Foam Concepts, Inc thank you for your business and hope that you are satisfied with our product.

Signature

Date

Disclaimer

Thank you for your interest in our product. As a Procedural step necessary to process your order. I would like to disclose and for you to understand that with a product of this nature that there may be "**Variations**" in the following areas of this product, any concerns regarding any of these areas **will only be resolved prior to installation**

- 1) **There may be a 10% – 15% variation in the color** selected from piece to piece due to variables out of our control. This is standard for an integral color
- 2) **There may be variations in texture** selected since this is a hand ground product which establishes individual character.
- 3) **There may be variations in dimensions** within a tolerance of + / - 1/4" also a standard for a product of this nature.
- 4) **We also recommend a penetrating sealer** be applied to the product after installation to prevent moisture intrusion.. This will also reduce dirt accumulation, streaking and staining.
- 5) It is uncommon however this product may develop "hairline cracks" in the surface which are not damaging to the product and are patchable.
- 6) **Grout Joints are necessary** for possible movement. For best results use a flexible grout.
- 7) **Adhesive** – Whether we supply or not – We are not responsible for Installation, adhesion, substrant or bonding of the parts to the walls. We are a product manufacture only.
- 8) **Standard terms – 50 % Deposit prior to start of order**, balance upon completion unless otherwise agreed.

Any concerns regarding any of these areas shall be immediately brought to our attention and will only be resolved prior to Installation. We appreciate your interest in our product and look forward to a supplying another beautiful project

Limited Warranty

Foam Concepts, Inc. is a hand-made, hand-finished product. Each piece is unique. Submitted samples are typical of texture, finish, individual characteristics and color. They should not be considered exact representations of each basic component. It is important for the authorized purchaser to inform their clients of the unique characteristic of cast stone. The texture created by entrapped air ranges from smoothed to random indentations. Minor chipping, water staining, and nonstructural hairline cracks are also traditional characteristics of cast stone. As with natural stone ages, color may lighten or darken according to specific field or storage conditions such as humidity, temperature and exposure to sunlight.

Foam Concepts, Inc. will, for the period of one year after delivery, at its sole discretion, either replace or repair any component that, in its opinion, does not meet the terms of and conditions of sale.

Warranty is limited to replacement or repair of defective materials only and does not cover labor to remove and replace. Warranty does not cover damage resulting from Installation, site handling and storage, building settlement, wall movement, impact by others, contact with chemicals or paint, discoloration due to air borne contaminants, excessive heat, and staining or oxidation. Warranty is limited to the original purchaser.

Any discrepancies or complaints regarding appearance, including color, tint, hue, shading, color consistency, consistency of grain or texture, etc. and not excluding cosmetic effect, must be conveyed in writing to **Foam Concepts, Inc.** by the Authorized Purchase Agent, before commencing installation. At the time of a written complaint, **Foam Concepts, Inc.** will examine its production records and compare them with approved sample. Remedial action will only be considered in the event of a manufacturing discrepancy.