

Tileartofdurango.com Terms and Conditions

Welcome to Tile Art of Durango's online site. If you wish to purchase from our company, you agree to accept these Terms & Conditions. Please read them carefully. Tile Art reserves the right to modify or change the Terms and Conditions at any time without prior notice to you.

TILE ORDERS:

Order Accuracy

You will receive an order confirmation with a list of all items ordered. Please check your invoice to confirm its accuracy and contact us immediately if you have any questions, comments or concerns- Tile Art is not responsible for items purchased in error and will not assume any cost to exchange items ordered in error.

Custom Order Items

Any items designated custom order items will be subject to extra freight charges, special order fees & other charges that apply. Special order items could also be subject to longer lead times.

Coupon Policy

Coupons cannot be combined with any other special offers, instant quotes, or quoted discounts. Coupons are limited to one per customer per order and are available for one-time use only. Coupons and other discount offers are not transferrable or redeemable.

Pricing or Product Description Discrepancies

Tile Art makes every effort to assure the accuracy of the pricing and product information. From time to time, pricing or product description may be inaccurate. In such cases, we reserve the right to cancel your order. A complete refund will be made for any items that have not yet been shipped. In the event of inaccurate product information, our sole responsibility will be to accept the product returned and provide a customer refund.

Sales Tax

Tile Art charges sales tax on all orders shipped to Colorado addresses. Customers outside the state of Colorado or under a separate tax code are accepting responsibility to pay their own sales or use tax to their state, city or local municipality on any purchase.

Changing or Cancelling Your Order

Tile Art attempts to process orders as soon as they are submitted and we may not accept changes or cancellations for orders that have already been processed.

If you do not receive a confirmation within 24 hours, the request was not received. Please contact us again via phone. We will confirm receipt of your notice within 24 hours.

Orders for larger items will be subject to additional freight charges. Urban Lights will notify you of any additional costs before a product is shipped.

Damaged Orders

Within 30 days of delivery, pick up or end of warranty term, you are required to inspect each and every box for damaged, incorrect or missing items. By allowing allotted time to lapse, you acknowledge that the item(s) were received in 100% usable condition and that you have received every item listed on the invoice.

To return a damaged or incorrect product, DO NOT SHIP the product back without contacting us first to request a Return Goods Authorization (RGA) Number or dropping the product off at our showroom (20 Design Center Road) to be sent back. Products without a valid paperwork will be refused from the shipper.

Returning Products

Tile Art discourages returns whenever possible and reserves the right to refuse returns whenever necessary. When we do accept un damaged and correct tile returns, a 25% restocking fee will be deducted to your credit and merchandise must be returned and shipped at customer's expense.

The following types of items and orders do not qualify for returns or refund:

- Customized products

- Products that have been opened, used or installed
- Discount or clearance products, except for damaged or defective shipments

When returning any item, please be sure to pack the product properly with all original packaging unopened- some exceptions apply.

Warranties

All products sold by Urban Lights are covered by the manufacturer's warranty. Manufacturer's warranties will be furnished upon written request. If you have purchased a product from us and find it to be defective, please contact Customer Service at info@tileartofdurango.com for assistance in processing your claim. Additionally, Tile Art is not responsible for any labor costs which occur as the result of the installation of wrong or defective parts.

COUNTER TOPS:

After our team has been out to professionally template your countertop area and/or has been sent plans or drawings, you will be sent an estimate based on measurements and specifications available. Items subject to change after field measurements/observations are conducted which may result in an additional expenses for items such as charges for additional faucet holes, electrical outlet cutouts, down draft vents, sink supports, dishwasher fastening systems, overhang brackets, additional material required, etc.

We do our best to interpret your submitted drawings, Architectural Drawings and/or Cabinet Plans but you know your project/home best and it is ultimately your responsibility to catch any misinterpretations on your original estimate and bring those to our attention for correction.

A deposit for materials paid to Tile Art at 20 Design Center Road Durango CO 81301 is required to

secure/allocate the material and reserve a place on our template/install schedule for your countertops. We will confirm your install date after we template.

Holds on Group 1 and above material are valid for 14 days. After 14 days material will be released

with no further communication unless confirmed by the Builder or Client & a 50% deposit is received for the selected material. There are no holds on remnant, sale items and \$45/sf material and they are subject to prior sale. Those must be secured with payment of a 50% deposit and are subject to prior sale. If cancellation occurs after deposit is made, a 20% restocking fee will be assessed along with any applicable freight charges.

Please keep in mind that natural stone is a product of Mother Nature and subsequently prone to variations from slab to slab and bundle to bundle. We cannot guarantee the look of the slabs from bundle to bundle or that we can get a particular selection ongoing. If you fall in love with a slab(s) our recommendation is pay a deposit so that we can secure them for you.

Please know that from time to time our partner manufacturers and suppliers may discontinue colors. We will work with you to re-select & do our best to find the closest substitute color but we cannot guarantee the same price group.

Remnants on full slab purchases will be held for 30 days if they are not installed at the time of the project. After 30 days they become the property of Tile Art unless arrangements are made with Tile Art otherwise. We are happy to make you something else that will be simply awesome with your remnants from full slabs purchases.

Once countertops are templated, then our ability to make changes are very limited. We must be notified within 24 hours of template of any potential changes and additional fees may be applied. Changes will also have to be confirmed via email. After 24 hours of template we are unable to accept any changes/modifications.

We suggest that we only move slabs once for viewing when we have requests by clients to Hand

Select. We highly recommend customers bring a camera for slab photos, cabinets, tiles, and any

other color samples they may need. We also encourage clients to bring any other persons involved

in the selection/decision-making process at the time of selection. Multiple viewings may result in an

2 of 4

additional charge as will the request from a client for a slab layout. Additionally, there may be a charge for an in-person slab layout.

If applicable, removal of existing counter tops is not included unless noted in the estimate, but can

be quoted on request & is subject to our time availability. We do not remove existing tile or concrete

countertops nor are we responsible or liable for any damages that may occur in the removal process.

Our minimum charge for countertop removal is \$400 and that does not include offsite disposal of the

old tops. Additionally, Tile Art is not licensed to perform plumbing or electrical work. Please plan on

arranging to un-hook and re-hook your plumbing/electrical fixtures.

We will caulk/silicon from our stone to our stone and to under-mount sinks only and not to drywall,

tile or any other surfaces.

We will provide one coat for the initial sealing of all natural stone countertops at the time of our installation. Polished Engineered Quartz is non-porous and does not require a sealer. Honed Quartz

and Metropolis Quartz will have one quote of sealer applied. Please be aware the sealing may

change/deepen the color of the countertop material. It is the client's responsibility to inform us if they

do not want their countertops sealed. We will not be held responsible for color changes due to process of sealing.

Please be aware that changing the surface of the stone (Honing, Leathering, Suede, Satin, etc.) will change the color characteristics of the stone. We will not be held responsible for the final color outcome.

For templating please ensure all cabinets will be set, level & in their final location. We will have full

unimpeded access to all areas needing templating. Cooktop/stove & faucets are on site at time of

template and sinks are delivered to our slab yard in Bodo at 182 Girard St Suite C . We are not responsible for items delivered to our location. If it's a Farm Sink please ensure that it is on the project site & is placed in its final location & level at time of template. Please have a project decision

maker on site at time of template to provide direction/instructions to our staff. It is the project decision

maker's responsibility to review all details with our template team at time of template even if the details have been previously discussed with other Tile Art staff. We will not be held responsible for

any omissions on the project decision maker's part at time of template.

Please keep in mind that not all sinks will fit into all cabinet spaces. If you are purchasing our sinks

we may have to default to a smaller sink dimension in order to fit the cabinet space. We reserve the

right to do this without notice.

If you or your appointed supervisor are not on site at time of install for hole placement we will

center drill a single faucet hole per sink cutout at a 1 3/8" diameter or we will arrange a return visit

and a trip charge will be applied.

Standard countertop overhangs will be 1 1/2" from the cabinet face frame, 3/4" from the cabinet end

panel and no overhang at the slide in appliances location unless otherwise directed. Please be aware that industry acceptable tolerance overhang variation may occur due to deflection of the supporting framing or cabinetry. We recommend that any overhangs greater than 6" have supports

installed every 24". Undermount sink overhangs are 3/16" and it is the client's responsibility to make

us aware of any additional sink parts such as cutting boards, grates, etc.

Our highly skilled & experienced team will do their utmost to fulfill layout and seam location requests or lack of seam but it is ultimately our final decision on these locations and adjustments

3 of 4

may have to be made at the time of fabrication or installation.

Please know that all cut-outs remain the property of Tile Art.

Our team will do their absolute best and take all responsible precautions in protecting the home and furnishings during installation but it is the client's responsibility to secure, protect or remove valuables from the work area. We will not be held responsible for any damages incurred during installation.

Warranty - all countertops sourced, manufactured & installed by Tile Art carry a one year limited warranty from date of installation. The warranty is limited to fabrication and installation workmanship

only & there is no warranty on material. Non-warranted situations are damages due to other trades

or incurred after Tile Art has completed its installation, cracks due to cabinet settling shifts, heat &

stains due to improper maintenance. Due to the nature of natural stones products please be aware that there will be fissures, pitting and naturally formed crevices in the surface. These items are not considered warranted due to their being natural formations. Any installation issues must be brought to our attention within 30 days of our install date. After that the install is deemed to be 100% satisfactory. All warranties/guarantees for slab material, handling, fabrication or installation are void for slabs purchased directly by the Builder or Client.

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Your acceptance is also implied via emailed approval or with payment of a deposit.