

GENERAL TERMS AND CONDITIONS

Stone colour and pattern

1. (a) Marble, granite and other stones are natural substances and subject to variations in colour and pattern. There is no difference or exception for engineered stones commonly known as quartz which usually contain a high percentage of natural stone components. No slabs and samples are of the same colour and pattern. They are different one from the other slab or the other portion of the same slab. Stone products (including countertops, backsplashes, fireplace ledges, stair steps, thresholds, windowsills and products of other descriptions) made from more than one slab are likely to have colour and pattern variations. Irregularities in natural stones such as small cracks, spots, pitting, small fissures and shading variations are expected and unavoidable.

(b) Sale or supply of stone products is by or in accordance with description only. No sample is relied on for the transaction.

Joints and seams

2. Joints between slabs may appear as normally acceptable in the industry. The joints on countertops will be decided by Spectrum Stone Ltd. It is usually a concern of slab usage, cutting availability and moving-in restrictions etc. Customer may specify the positions of the joints and patterns but it may require more materials meaning a higher price of the stone products.

3. Joints between slabs and seams in between double edges are not totally invisible. Patterns on both sides of joints or seams should normally be inconsistent with each other.

Stone thickness, surface and edges

4. Thickness of slabs wherever appearing in this contract (or as defined as the separate quotation attached hereto or by an email from Spectrum Stone Ltd.), e.g. 2 cm, 3 cm etc., is approximate for reference only. Customer should not take it as an accurate description for any purpose. Unless otherwise specified in this quotation, slabs are regarded as 3 cm approximately in thickness.

5. Slab surfaces are polished and treated by stone manufacturers before leaving the factory of origin. Spectrum Stone Ltd. needs not to and will not refinish the surfaces. The bottom of the slabs is on an "as is" basis without further work to be performed by Spectrum Stone Ltd. but may be polished when it is visible from outside the product.

6. The touchable top edge of the stone products shall be polished in accordance with industry standard. The bottom edge will also be polished but less detailed.

Templating for sinks

7. (a) Customer must have sinks and/or manufacturer's templates available on the day of countertop templating or measurement. If no sink or

template is provided by Customer, the sink hole can only be cut out in accordance with the shape of the sink and this may affect the accuracy.

(b) Customer should check, compare and verify the correctness of the template for the sink chosen. Spectrum Stone Ltd. will only cut out the sink hole in accordance with the template provided by Customer.

Removal, dumping and pre-installation

8. Customer is responsible for removal of existing countertops, backsplashes, tiles, cooktops, sinks, wash basins, faucets, water, gas, electricity and other plumbing apparatus and connection.

9. (a) Customer should move his/her/its belongings to enable free access to the work area before arrival of the installation team. Anything needed to be removed to facilitate installation will be done so at Customer's risks. Spectrum Stone Ltd. is not held responsible for damage to the same or the property in the vicinity.

(b) Customer shall protect the passage with clothes, cardboards etc. from dirt. The installers cannot take off work boots or shoes due to workplace safety requirements.

10. Dumping of old countertops and other items is the responsibility of Customer. Unless shown and included in the quotation, Spectrum Stone Ltd. is entitled to charge a fee when this extra work is requested by Customer.

11. Unpaved road and passage way access will cost extra to Customer. Customer is responsible for expenses to hire a crane or other lifting apparatus, if circumstances shall require, for moving the stone products into Customer's premises.

Sink installation

12. Customer should arrange his/her/its own plumber to install the sinks. Spectrum Stone Ltd. will only provide the cutouts for sinks and drill faucet holes according to Customer's instructions and/or specifications.

13. The plumber may sometimes need to grind sink edges and/or cabinets to facilitate installation in order to fit the sink into the limited space beneath the countertops. If this would happen, Spectrum Stone Ltd. is not responsible for any charges to be incurred.

14. Reconnection of gas, electricity, water, drainage and/or other related apparatus is the responsibility of and at the expense of Customer.

Countertop and other fixture installation

15. Stone products are very heavy in nature. While every care is taken by Spectrum Stone Ltd. in the course of delivery and installation, Customer is aware that damage to walls, tiles, paints etc. may sometimes happen but unavoidable beyond the control of Spectrum Stone Ltd. Minor chips or damage to the stone products occurring during delivery and installation can be fixed by Spectrum

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Stone Ltd. and do not entitle Customer to reject the stone products.

16. While Spectrum Stone Ltd. would endeavor to cut, grind, polish and drill at its workshop, such work would take place, as circumstances may require, at Customer's premises. In such case, production of dust, noise and other inconvenience is normally unavoidable due to cutting, grinding, polishing and drilling at Customer's premises. Spectrum Stone Ltd. may, but is not obliged to, provide simple clean up of the work area.

17. Countertops are installed on the basis of Customer's cabinet level and frame structure. Shims are sometimes used at certain points beneath the countertops for minor leveling.

18. Walls and other fixture to which the stone products are to be installed may not be perfectly straight or at strict right angle. This might affect the installation workmanship of the stone products. The installers may sometimes cut the drywalls a little bit in order to accommodate part of the stone products for better installation effect. The affected area can be covered by backsplashes or tiles.

19. Spectrum Stone Ltd. will not do any adjustment or modification to Customer's fixture. It is Customer's responsibility to install supporting brackets or corbels when necessary.

20. Any suggestion from Spectrum Stone Ltd. on modification to Customer's fixture does not constitute Spectrum Stone Ltd.'s commitment to do such modification for Customer.

21. Gaps reasonably exist between the stone products and the walls and/or cabinets and most of them can be covered by caulking, backsplashes or tiles.

22. There may be minor variance when the stone products are put on Customer's cabinets and other fixture due to their different designs, leveling, angle and frame accuracy etc.

23. There are many factors, e.g. unavailability of slabs from suppliers, broken or damaged products during fabrication or transportation, mechanical breakdown, bad weather, force majeure etc., beyond the control of Spectrum Stone Ltd. that may affect the scheduled installation. If this would happen, the installation would be delayed. Other related or consequential jobs, e.g. plumbing connection etc., may also be affected and delayed at no responsibility of Spectrum Stone Ltd. Customer is advised not to arrange plumbing and other follow up works until after installation of the stone products.

24. Once installed, Spectrum Stone Ltd. will not entertain any request for replacement or return of the stone products. Spectrum Stone Ltd. shall have sole and absolute discretion to accept such request.

Price basis and Contract

25. Prices are quoted on the basis of drawings provided by Customer and are subject to final measurement when adjustment shall be made.

26. There shall be additional charges where more materials or slabs are required for the job due to unavailability of anticipated slab size or to meet Customer's special requirements, e.g. pattern positioning or arrangements or requirements revealed during fabrication.

27. This quotation is made on the basis of the present prices of slabs and materials and is subject to availability of them. Change in slabs and materials and/or their source prices after this quotation will entitle Spectrum Stone Ltd. to adjust the quoted price as circumstances may require. This will be communicated to Customer first. All left over slabs or any portion or portions thereof shall belong to Spectrum Stone Ltd. absolutely.

28. Products and materials supplied and installed remain the property of Spectrum Stone Ltd. prior to payment in full by Customer. Customer hereby authorizes Spectrum Stone Ltd. to remove the installed products and materials from Customer's premises upon default of full payment. For this purpose, Customer hereby allows Spectrum Stone Ltd., its employees or other authorized parties to have free, full and uninterrupted access into Customer's premises.

29. This quotation is void at the sole discretion of Spectrum Stone Ltd. if the required deposit is not paid by Customer.

30. Spectrum Stone Ltd. is entitled to require further deposit from Customer if any deposit paid cannot cover part or parts of the work already done.

31. A service charge of \$120.00 will be levied for each returned cheque or credit card chargeback.

32. This quotation constitutes the entire agreement between the parties unless otherwise varied in writing hereafter. Customer hereby waives all representations, if any, made by Spectrum Stone Ltd. either verbally or in writing prior to this quotation all of which are hereby superseded and declared void.

Invoice and Payment

33. Spectrum Stone Ltd. reserves the right to issue a separate invoice for part of the work completed. Customer shall pay each invoice in accordance with the payment terms and make up the deposit for the remaining job.

34. If the deposit is paid by credit card, Customer hereby authorizes Spectrum Stone Ltd. to charge the balance of payment to Customer's same credit card account upon issue of an invoice. Payment by credit card is subject to a 3% charge of the card payment amount and at the sole discretion of Spectrum Stone Ltd.

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35. The date of the invoice of Spectrum Stone Ltd. shall in any event be regarded as the date of completion of the job unless otherwise stated in the invoice.

36. Balance of the price is due and payable on completion of the job. Spectrum Stone Ltd. is entitled to charge, at its sole discretion, interest on overdue account at 18% per annum from the date of invoice.

Cooling off period and Cancellation policy

37. (a) Subject to the provisions contained in the following sub-paragraphs, Customer shall have a cooling off period of 2 days from the date of contract (i.e. date of acceptance of this quotation by Customer). For orders cancelled within 2 days from date of this contract, Spectrum Stone Ltd. will give a full refund of the deposit subject to deduction of the charges of \$150.00 if templating or measurement had been done prior thereto.

(b) Cancellation of orders after 2 days from acceptance of contract, but before fabrication, for any reason other than sub-paragraph (c) hereof, shall be subject to a cancellation fee of 20% of this quotation amount notwithstanding that templating or measurement has not been done.

(c) If templating or measurement has been made before or after acceptance of this contract but before fabrication, there shall be a cancellation fee of 20% of the quotation amount or \$150.00, whichever shall be the less, if the cancellation is required due to unavailability of the material for whatever reasons and Customer does not agree to use alternative materials.

(d) Notwithstanding anything hereinbefore contained to the contrary, no orders can be cancelled after commencement of fabrication. Customer is nevertheless held responsible for full payment regardless whether installation is required under the circumstances. The fabricated or cut slabs shall be held by Spectrum Stone Ltd. pending Customer's direction of disposal or, in the absence of such direction, Spectrum Stone Ltd. shall have the sole and absolute right to dump them as garbage.

(e) All orders requiring specially ordered materials cannot be cancelled at any time and must be paid in full by Customer regardless whether fabrication and/or installation has been done. The fabricated items will be disposed of by Spectrum Stone Ltd. at its sole discretion.

(f) An abortive deposit, whether in the form of dishonoured cheque or credit card chargeback, cannot be regarded as cancellation of the contract. Customer is not entitled to cancellation under such circumstances and, in addition, is held responsible for payment of the same or the price in full at the sole and absolute discretion of Spectrum Stone Ltd. who is not obliged to do any fabrication and installation.

(g) Spectrum Stone Ltd. reserves the right to refuse or cancel any job without any compensation to Customer and/or assigning any reasons therefor. Upon such event, the deposit shall be returned to Customer without interest.

38. If Customer pays the deposit to reserve any specified piece(s) of slab, Customer must give instructions to proceed with fabrication and installation otherwise the slab(s) will be disposed of by Spectrum Stone Ltd. at its sole and absolute discretion without in any way responsible for any loss, if any, and at the sole risks of Customer who shall not be entitled to any refund or compensation under all circumstances.

Promotion Sign

39. Customer agrees that Spectrum Stone Ltd. may display a business sign on or outside the work site up to a period of four weeks after the date of completion.

Contractor or Agent

40. If Customer is a contractor or agent, Customer is nevertheless held responsible personally for payment of all moneys due under this quotation despite of default in payment by Customer's own customers or principals for whatever reasons.

41. Customer, when being a contractor or agent, is fully responsible for whatever disputes arising out of the transaction with his/her/its own customers or principals in regard to the specifications and other requirements of the stone products to be fabricated and installed by Spectrum Stone Ltd. Consequently, Customer is advised to take extreme care to make such specifications and other requirements consistent with those delegated to Spectrum Stone Ltd.

Complaints and Dispute

42. Any complaint on the product or installation must be made in writing either by mail, fax or email to reach Spectrum Stone Ltd. within three (3) days from the date of completion of installation. Complaint by email must be sent to sales@spectrumstone.ca. Spectrum Stone Ltd. will not assume responsibility of whatever descriptions thereafter and, in this regard, time shall be of the essence.

43. Any work done in response to a verbal complaint shall not constitute a waiver by Spectrum Stone Ltd. of protection against its responsibility under the preceding paragraph.

44. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of the Provincial Court of British Columbia in Richmond or the Supreme Court of British Columbia in Vancouver or New Westminster for the determination of disputes arising under this quotation and these Terms and Conditions.

Limited Service Warranty

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45. The warranty of Spectrum Stone Ltd. is limited to broken seams, dropped sinks (only if installed by Spectrum Stone Ltd. within the job description specified in this quotation or at an extra fee) and cracked materials due to faulty fabrication or installation for the period of six months from the date of installation. Customer is advised to have the surface of natural stone products (except quartz) sealed on a regular basis to prevent staining. Spectrum Stone Ltd. is not responsible for scratches or chips that should be reported by Customer immediately after installation of the stone products. This warranty is extended only to the original Customer and is not transferable under all circumstances. This warranty shall void if Customer has tampered or attempted to tamper with the product.

46. Warranty on the quality of some slabs may come directly from selective manufacturers. If a claim is needed in this regard, Spectrum Stone Ltd. will assist Customer to make a claim on the warranty. Should work be required to refabricate and replace the slabs from Customer's premises, Spectrum Stone Ltd. will charge for such work.

Formation of contract

47. A contract on the terms and conditions provided hereinbefore is formed between Spectrum Stone Ltd. and Customer by express acceptance of Customer by email, payment of deposit, acquiescence, conduct or operation of law.

48. The term "this quotation", wherever used herein, shall mean the quotation by any means including, but not limited to, a separate paper or email thereby setting forth the price and other material terms of the contract.