

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, sintered stone etc. which usually contain a high percentage of natural stone components.

(b) No slabs and samples are of exactly 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 surrounds, 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 shade variations are expected and unavoidable.

(c) The materials used in the sale or supply of stone products are in accordance with description only. No samples are 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 and unavoidably be inconsistent with each other.

Stone thickness, surface and edges

4. Thickness of slabs wherever appearing in this Contract (as defined at the end of this Contract), e.g. 1.2 cm, 2 cm, 3 cm etc., is approximate for reference only. Customer should not take it as an accurate description for any purpose.

5. Slab surfaces are polished or honed (as the case may be) 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 products at eye level.

6. The touchable top edge and corner 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 aside to enable free access to the work area before arrival of the installation team. Anything needed to be removed (at a fee or by courtesy) to facilitate installation will be done so at Customer's risks.

(b) Removal of anything would mean the necessity of prior demolition and destruction where damage might be caused to the work area and the existing cabinets and other fixtures and fittings. Spectrum Stone Ltd. is not held responsible for damage to the same or the property in the vicinity.

(c) Customer shall protect the passage with clothes, cardboards etc. from dirt and damage. 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 this Contract, Spectrum Stone Ltd. is entitled to charge a fee when this extra work is requested by Customer.

11. (a) 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.

(b) The installers have the right to evaluate the safety of the access condition and to decide whether to proceed with entry.

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. This is not extraordinary. 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 sole expense of Customer.

Countertop and other fixtures 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 is 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 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. Spectrum Stone Ltd. may, but is not obliged to, provide simple vacuuming or 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. Spectrum Stone Ltd. cannot adjust the fixture level other than minor adjustment to the level of the stone products only.

18. Walls and other fixtures 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 need to 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, tiles or drywall patches.

19. Spectrum Stone Ltd. will not do any adjustment or modification to Customer's fixtures due to lack of expertise. It is Customer's responsibility to install supporting brackets or corbels when necessary. Spectrum Stone Ltd. advises this to be handled by technicians.

20. Any suggestion from Spectrum Stone Ltd. on modification to Customer's fixtures 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. Under all circumstances, the colour of caulking may not be exactly the same as the stone products.

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

23. There are many factors, e.g. staff sickness, unavailability of slabs from suppliers, broken or damaged products during fabrication or transportation, mechanical breakdown, delay from the previous jobs, bad weather, Act of God, force majeure etc., beyond the control of Spectrum Stone Ltd. that may affect the installation schedule. If this would happen, the installation would be delayed or postponed. Other related or consequential jobs, e.g. plumbing connection etc., may also be affected and delayed at no responsibility of Spectrum Stone Ltd.

24. Customer is advised not to arrange plumbing and other follow up works until after complete installation of the stone products.

25. 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 whether to accept such request.

26. Customer has been advised that reinstallation of the sinks, faucets, plumbing, drainage, gas, electricity, equipments, appliances, e.g. dishwasher, garburator, cooktop etc., is usually not easy like plug in and out. New or additional anchors, brackets or other attachments may sometimes require. Customer is advised to hire technicians to handle.

Price basis and Contract

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

(b) After measurement, Customer must not move or rearrange the cabinets and other support means, which is important to uphold the accuracy of measurement and price assessment. Any change will affect the fabrication timeline and installation schedule and/or the price quote.

28. 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.

29. This Contract 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 Contract will entitle Spectrum Stone Ltd. to adjust the quoted price as circumstances may require. This will be communicated to Customer first.

30. The purchase is confined to the stone products to be picked up or installed. Thus, all left over portion or portions of a slab remains the property of and belongs to Spectrum Stone Ltd. absolutely. The price is calculated on the basis of the stone products sold to Customer. If Customer requests possession of the remnants or production of other items from them, Spectrum Stone Ltd. may charge for the material and labour.

31. 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.

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

33. 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.

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

35. This Contract 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 Contract all of which are hereby superseded and declared void.

Invoice and Payment

36. 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.

37. 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 payment amount and at the sole discretion of Spectrum Stone Ltd.

38. 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.

39. 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.

40. Builders lien registration, where necessary, will entitle Spectrum Stone Ltd. to a charge of \$500.00 as party and party legal costs. Subsequent discharge will cost another \$500.00.

41. Spectrum Stone Ltd. will not issue receipts for Customer's payment(s) unless it is in cash. Customer should keep cheque copies, e-transfer and credit card payment records as proof of payment.

Cooling off period and Cancellation policy

42. (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 Contract by Customer). For orders cancelled within 2 days from date of this contract, Spectrum Stone Ltd. will give a refund of the deposit with the deduction of \$200.00 as the charges of templating or measurement if it 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 Contract 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 Contract amount with a minimum of \$200.00 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 within 14 days after notification to Customer, Spectrum Stone Ltd. shall have the sole and absolute right to dump them as garbage without any compensation to Customer.

(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.

43. If Customer pays a deposit to reserve any specified slab(s), Customer must give instructions to Spectrum Stone Ltd. within 14 days thereafter 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

44. 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

45. If Customer is a contractor or agent, Customer is nevertheless held responsible personally for payment of all moneys due under this Contract despite of default in payment by Customer's own customers or principals for whatever reasons. As such contractor, Customer confirms and acknowledges that Customer also acts as agent to enter into this Contract to bind Customer's head and/or general contractors and the property owner of the job site.

46. Customer, when acting in the capacity of 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.

47. If Customer requests using other name(s) on the invoice, Customer is nevertheless held responsible for payment.

Complaints and Dispute

48. 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 (non-working days like Saturdays, Sundays and public holidays are included). 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.

49. 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.

50. Dealing with deficiency work might take time and sometimes involve ordering materials. While Spectrum Stone Ltd. will endeavor to handle as soon as possible, Customer should be patient in this respect.

51. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of the Courts of Justice of British Columbia in Greater Vancouver area including, but not limited to, the Provincial Court in Richmond, Vancouver or New Westminster or the Supreme Court in Vancouver or New Westminster for the determination of disputes arising under this Contract. Civil Resolution Tribunal may also be involved to deal

with the disputes depending on the amount and its nature.

Limited Service Warranty

52. (a) The warranty of Spectrum Stone Ltd. is limited to broken seams and dropped sinks (only if installed by Spectrum Stone Ltd. within the job description specified in this Contract or at an extra fee) due to faulty fabrication or installation for the period of six months from the date of installation.

(b) Customer is advised to have the surface of natural stone products (except quartz, sintered stone and other man made materials) 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.

(c) This warranty is extended only to the original Customer and to the immediate customer of the contractor Customer and is not transferable under all circumstances. This warranty shall void if Customer has tampered or attempted to tamper with the products.

53. Warranty on the quality of some slabs may come directly from stone 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

54. A Contract on the General 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.

55. The term "this Contract", wherever used herein, shall mean to include these General Terms and Conditions and (as the case may be) a separate quotation, paper writing, text message or email thereby setting forth the price and other material terms of a contract.

56. This Contract shall apply to works performed by Spectrum Stone Ltd. regardless of whether installation is included or required.