

Marble View Inc. – Terms and Conditions

Definitions:

“**Client**”: Homeowner and/or its representative, contractor, company, or any other entity requesting **Marble View Inc.** products and/or services.

“**Site**”: Residence, office, or commercial space where the Project will be undertaken by **Marble View Inc.**.

“**Project**”: Work or service(s) executed at the address/location provided by the **Client**. For example, the installation(s) completed in a kitchen, bathroom, laundry, etc. at the same site are considered three (3) separated projects.

“**Offer**”: **Marble View Inc.** Quote/Estimate.

“**Agreement**”: Terms and conditions fully executed between the **Client** and **Marble View Inc.** for services rendered by **Marble View Inc.**

1) Offer: Marble View Inc.

Offer(s) are based on the drawing/dimensions provided by the **Client**. Prices are subject to change at any time based on the final template measurement and confirmed material. All large Project Offer(s) includes the material, one template visit, in-house fabrication, and one installation visit. Additional template/installation visits will be completed starting at a rate of \$125.00 for each additional visit, based on **Marble View’s Inc. ’s** schedule.

2) Design

Design Services by **Marble View Inc.** are available upon request. If requested, our in-house designer will conduct a meeting to discuss design ideas, plans, finishes and materials. A complementary 1-hour consultation is provided as part of **Marble View Inc.’s** design services. Additional design meetings are available at a fee of \$100 per hour. Travel fees may also be applied.

3) Template

- Upon acceptance of the Offer and deposit, **Marble View Inc.** will schedule an on-site template upon confirmation by the **Client** that the job site is ready. During the template, the **Client** must provide and confirm all specifications, details and information relevant to the installation service (i.e., sink template, cook-top dimensions, faucets, etc.). The **Client** must be present during site measurements to avoid any misunderstanding of details. If the **Client** is not able to be on-site at the time of the template, the person available is responsible to review all decisions with the **Client**. **Marble View Inc.** will not be held legally responsible for any errors if the **Client** is not on-site at the time of the template. By being absent for the template appointment, the **Client** waives all claims for refunds or price reductions in regard to such errors.
- If there are any changes to the job-site (ie. cabinets are moved, additional panels are added, appliance size, sink changes, etc.) **Marble View Inc.** will not be held legally responsible for fabrication not being completed correctly. As a result of such changes, any changes made after the template date by the **Client** without notifying **Marble View Inc.**, may result in additional charges and material costs.
- **Marble View Inc.** requires notice prior to the template date if the **Client** wishes to make changes to the Project (i.e. changes in material, dimensions, etc.).
- If the **Client** wishes to reuse their existing sink, it is the **Client’s** responsibility to remove and

clean the sink and deliver it to **Marble View Inc.'s** location. The **Client** acknowledges that upon removal of sink from an existing countertop (regardless if completed by **Marble View Inc.** or the **Client**), there is a risk of the lip being bent/damaged. This could result in the sink not being able to adhere to the new countertop securely. In such a case, **Marble View Inc.** will not be held legally or financially responsible for any costs incurred as a result.

- During the template appointment, if the Site is not ready for measuring, (i.e, cabinets are not installed, area is not clear for measuring, etc.), there may be an additional charge of \$150.00 for a second template appointment.
- Any product details or information/specifications about the Project must be disclosed by the **Client** to **Marble View Inc.** representatives. **Marble View Inc.** is not responsible for any errors resulting from information undisclosed at the time of the template appointment
- Seams will be located at **Marble View's** discretion. If the **Client** wishes to have a seam in a specific location, this must be brought to our attention during the templating appointment.
- **Marble View Inc.** shall not be liable for any error, omission or imperfections in the workmanship and material of the final product and/or service if **Client** refuses **Marble View Inc.'s** template or if final dimensions are provided by the **Client**. Further changes and/or adjustments as result of mismeasurement by the **Client**, will result in additional costs

4) Installation

- **Marble View Inc.** installers are not responsible to move appliances or perform any plumbing services.
- When **Marble View Inc.** does not provide installation services, the **Client** is solely responsible for pick-up upon confirmation of order completion by **Marble View Inc.** The **Client** must provide their own A-frames, packing materials, ropes, straps, etc. to transport purchased items (i.e., stone, cabinets, etc.). Once the **Client** has picked up the piece(s) from the shop, **Marble View Inc.** is no longer liable for any damaged or broken material. If the **Client** wishes to request delivery, additional charges will apply based on the Site's location..
- **Marble View Inc.** must be notified of installation rescheduling a minimum of 48hrs. before the confirmed installation date; otherwise, a \$150 charge will be applied.
- The **Client** must ensure that the on-site working environment meets all the health and safety requirements in accordance with the applicable regulatory requirements.
- **Marble View Inc.** shall not be liable for any error, omission, or imperfections in the workmanship and/or material during the installation as a direct result of changes introduced after the template appointment without aforementioned notification to **Marble View Inc.'s** representatives. Further changes and/or adjustments as result of these post-template alterations, will result in additional costs.
- If the **Client** is having stone backsplash installed, **Marble View Inc.** is required to only install the stone and provide cut outs for the existing electrical wiring/boxes. **Marble View Inc.** installers do not reconnect or install electrical wiring or boxes. The **Client** acknowledges and accepts that **Marble View Inc.** will not reconnect or install electrical wiring or boxes while on Site.
- Being that stone pieces are fabricated into a variation of sizes/shapes and due to their weight, the **Client** acknowledges this risk and will not hold **Marble View Inc.** liable for any resulting damages. During all installations, **Marble View Inc.** will do our best to prevent any damages and protect all existing finishes during installations.
- Installations are contingent upon site readiness by the **Client** including, but not limited to,

the removal and disposal of the existing countertops (unless service is provided by **Marble View Inc.**), cabinet installation, and any other element required for the new installation to be successfully completed. Removal and disposal of existing counters by **Marble View Inc.** is available at an additional cost upon request by the **Client**.

- **Marble View Inc.** has the right to refuse installation and charge for an additional date if the **Client** fails to make the Site ready as per clause 3 and 4 of this Agreement. By emailing this Terms and Conditions along with the Project checklist, to the email provided by the **Client**, **Marble View Inc.** has done their due diligence in informing the **Client** of the required conditions for Site readiness, and in doing so, **Marble View Inc.** is not legally responsible for any delays or additional charges incurred as a result of the **Client** failing to read or follow the instructions in these documents provided.
- During any service/installation, debris may be generated. Our team will try to minimize the amount of debris during any service/installation, but will not be responsible for any clean-up costs. To help minimize debris, we recommend removing/tarping all drawers and surfaces to avoid additional clean up.
- **Marble View Inc.** commits to providing all manpower required to complete each Project. Any additional equipment needed such as lifts, cranes, etc. for larger Projects (where manual labour is not sufficient), will be subject to additional equipment rental fees paid by the **Client**.

5) Material

- **Marble View Inc.** will order the selected material based on the **Client's** confirmation. However, showroom samples do not always offer the most accurate representation vs. seeing a full slab. We recommend that once the **Client** has selected their desired material, they visit the supplier's slab showroom to see the material in person prior to confirming their material selection. **Marble View Inc.** will not be held liable if the selected material ordered does not look the same as the sample provided by the supplier. **Client** waives all claims to refunds and cost reductions in this situation.
- Our policy on slab selection may restrict **Clients** from selecting a specific slab within a bundle.
- Location of cuts and joints will be at the discretion of **Marble View Inc.**, unless otherwise specified and confirmed by the **Client**.
- Completion of the Project is subject to the availability of specified material at the time of Project confirmation. **Marble View Inc.** will not be held responsible for delays or missed deadlines of the **Client** as a result of supplier stock availability.
- Upon the **Client's** request, **Marble View Inc.** will arrange a meeting with the stone/cabinetry supplier for final design confirmation. A complimentary 1-hour visit to the stone supplier or cabinetry showroom is provided as part of the services. Additional meetings for this service are available at \$150 per hour.
- All marble, granite, and natural stones are products of nature, and as such, may have small cracks, blemishes, voids, and inconsistencies, which are inherent properties in natural stone, and are not considered defects. All natural stones vary in colour, shade, surface, texture, and slab thickness are all common and normal factors when selecting natural stone. With receipt of this information, the **Client** agrees such inherited qualities are not deemed "defects" and waives any and all claims to refunds, cost reductions, or legal action in regard

to such qualities.

- Any changes to material selection, specifications, details, size, or colour, (after a Project is confirmed) including, but not limited to, change/replacement of the original material after delivery to **Marble View Inc.'s** shop will result in additional costs and/or delay in Project completion. A material restocking fee of 25% of each slab, will be added to the invoice. This is non-negotiable as this fee is applied by the supplier, **Marble View Inc.** does not have control over this fee.
- Upon Project confirmation, one set of shop drawings and one revision is included for all Projects installed by **Marble View Inc.**. Any additional shop drawings/revisions will be billed at a rate of \$25 per revision. **Marble View Inc.** does not fulfill special requests such as showing plumbing, electrical, or any other details in shop drawings.

6) Liability & Indemnification

- Assumption of Risks: I, the **Client**, understand that the services provided by **Marble View Inc.** involve certain inherent risks and hazards. These risks include, but are not limited to, the use of heavy machinery, handling of large and heavy stone materials, and potential accidents or injuries associated with stone fabrication activities.
- Release of Liability: In consideration of receiving services from **Marble View Inc.**, I hereby release and discharge **Marble View Inc.**, its employees, agents, representatives, and affiliates from any and all liability, claims, demands, actions, or causes of action arising from or related to any loss, damage, injury, or harm that may occur during installation or as a result of the stone fabrication services provided.
- Indemnification: I, the **Client**, agree to indemnify, defend, and hold harmless **Marble View Inc.**, its employees, agents, representatives, and affiliates from any and all claims, suits, actions, damages, liabilities, costs, or expenses, including reasonable legal fees, arising from or related to my use of the services provided by **Marble View Inc.**.
- Limitation of Liability: I, the **Client**, understand and acknowledge that **Marble View Inc.**, shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible or tangible losses, resulting from the services provided or any related activities.
- Voluntary Participation: I affirm that my participation in the stone fabrication services provided by **Marble View Inc.** is voluntary. I have read this liability waiver, fully understand its contents, and voluntarily agree to its terms without any coercion or duress.
- Severability: If any provision of this liability waiver is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

7) Marble View to Client:

- The **Client** may, in good faith, dispute the correctness of any invoice, or any adjustment to an invoice related to the service(s) or adjust any invoice for any arithmetic or computational error, within fourteen (14) days of the date of the invoice or adjustment. Any dispute with respect to an invoice is waived unless **Marble View Inc.** receives notice under this section

within fourteen (14) days after the date of the invoice or any specific adjustment to the invoice is made. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice must be required to be made when due, with notice of the objection given to **Marble View Inc.**, any invoice dispute or invoice adjustment must be delivered in writing to **Marble View Inc.** for any action to be taken. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two business days.

- The **Client** may dispute any on-site deficiencies within 72hrs. after an installation is completed. All disputes are subject to review by the owner to provide a solution. The validity of all disputes will be determined at the discretion of **Marble View Inc.**
- The **Client** must provide all protection equipment to **Marble View Inc.** representatives as required per the Ministry of Labour and Health & Safety guidelines.
- **Marble View Inc.** is committed to maintaining a safe and drug-free workplace. We have implemented a strict "No Tolerance" policy regarding the use, possession, distribution, or being under the influence of illegal drugs and alcohol during work hours. This policy applies to all employees, contractors, visitors, and anyone associated with our company.

8) Remnant Policy

All remnants of material remaining over 30 days at the address: 447 Birchmount Rd, Scarborough ON M1K1N6 after all work has been completed, will be deemed abandoned, and **Marble View Inc.** has the right to dispose of the remnant(s) properly. Upon the customer's request, **Marble View Inc.** will hold remaining material up to 30 days after the final Project installation date. After 30 days, a monthly \$25.00 storage fee will apply. The **Client** must make their own pick-up arrangements if remaining material is not delivered on the day of installation, the **Client** must provide their own A-frames, packing materials, ropes, straps, etc. to transport remnant material.

9) Charges and Payments

- Payments can be made by cheque, cash, e-transfers, or credit card. All prices are in Canadian Dollars (\$CAD).
- Without acceptance of the Offer, all drawings, sketches, material breakdown and/or any other information required to prepare said Offer are owned by **Marble View Inc.** until a non-refundable 50% deposit is (eg. Kitchen Projects) paid by the **Client**.
- A 50% non-refundable deposit is due upon **Client's** acceptance of the Offer. With the payment of this deposit (and/or the full balance due) the Client accepts and acknowledges the entirety of the terms and conditions of this Agreement and waives all claim to not having read, received, and/or understood this Agreement.
- Final Payment (remaining balance) is due on the day of installation. If there are any deficiencies/delays during the installation, **Marble View Inc.** will hold back 10% until the installation is completed.
- The **Client** will pay interest on any overdue balance at the rate of 2% per month.
- The **Client** must pay the price set forth in the invoice provided. The prices may be adjusted by **Marble View Inc.** to account for:
- Any increase in or to recoup all or any portion of, disposal, fuel, or other associated costs to install and supply this work

- Change in material, design and/or any components of the final solution confirmed by the **Client**
- Increased costs due to uncontrollable circumstances, including, without limitation, changes in local, provincial, or federal laws or regulations, imposition of taxes, fees or surcharges and force majeure (acts of God such as floods, fires, snow etc.)
- Additional meetings/appointments for design consultation, template and/or installations at the request of the **Client**, that were not included in the original Offer provided by **Marble View Inc.**
- The **Client** shall be liable for all taxes, including but not limited to, HST, provincial sales taxes, levies, duties, and other charges, required by the federal, provincial, or local laws, regulations, ordinances, permits or any other applicable authority.
- Should the **Client** decide to cancel their contract after templates have been completed and/or material has been delivered, there will be a \$4.00/sf charge for templates and a 25% material restocking fee.

10) Photography

The **Client** shall allow **Marble View Inc.** representatives to freely take on-site digital photographs for proof of Project completion, on-site conditions prior to installation, for print/social media publishing purposes, etc. The **Client's** anonymity will be preserved in all promotional materials.

11) Discrimination and Harassment

Marble View Inc. is committed to maintaining a professional and inclusive environment for all clients. **Marble View Inc.** strictly prohibits any form of discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, or disability. **Marble View Inc.** expects the **Client** to adhere to these principles and treat **Marble View Inc.** team members with respect and dignity. Any violation of this policy may result in the termination of services and legal action, as deemed appropriate. The **Client** acknowledges that in this case, the 50% deposit remains non-refundable.

12) Governing Law

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are exclusively governed by and are to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

13) Agreement

This Agreement represents and is the entire agreement between **Marble View Inc.** and the **Client**, and supersedes any and all verbal or written representation and conditions of any sort made by anyone whatsoever, and the Parties agree that there is no representation, collateral agreement, amendment or condition affecting this Agreement whether implied by any other statute or any any law, other than expressed herein in writing. The invalidity or illegality of any one clause or provision of this Agreement shall not invalidate the balance of this Agreement. Any controversy, interpretation or claim arising out of or relating to this Agreement or breach thereof shall be settled by **Marble View Inc.** at its own discretion. The **Client** agrees to abide by **Marble View Inc.'s** decision and waive all rights to pursue any claim at law or Equity arising out of this Agreement against **Marble View Inc.** in any jurisdiction. With the payment of the non-refundable 50% deposit to **Marble View Inc.** as mentioned in Clause 9 of this Agreement, the **Client** acknowledges, accepts and agrees to **Marble View Inc.'s** Terms and Conditions as outlined in this Agreement. All claims of failure or inability to have read or understand this Agreement by the **Client** are waived once **Marble View Inc.** has received payment of the non-refundable 50% deposit from the **Client**.