

Marble View Inc. - Terms and Conditions

At Marble View Inc. we value transparency and fairness in our business relationships. While the terms outlined herein serve as a framework for our engagements, we acknowledge the complexity of each client relationship and the potential for unforeseen circumstances. It is essential to note that our terms, though legal and governed by Ontario Law, are established to create clarity and mutual understanding. We are committed to fairness, flexibility, and accountability. In the event of errors or misunderstandings, we hold ourselves accountable and are open to constructive dialogue to find resolutions that align with the best interests of all parties involved. Our goal is to foster collaborative and trusting partnerships.

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

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

A. Before Template:

- Upon acceptance of the Offer and deposit payment, **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.).
- **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.).
- Marble View Inc. works diligently to ensure correct and precise measurement for seamless installation. However, every project and **Client** has their own specific requirements and such requirements need to be properly communicated to **Marble View Inc.** to ensure they are properly implemented. Therefore, 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**. This situation, however, may lead to miscommunication. Therefore, it is highly recommended that if the **Client** cannot personally be at the template appointment, that they reschedule for another time. **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.
- 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

B. During Template:

- If the **Client** wishes to reuse their existing sink, it is the **Client's** responsibility to inform Marble View Inc. at the time of the template and remove and clean the sink and deliver it to **Marble View Inc.'s** location before fabrication can begin. 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.

- 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.
 - 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.
- C. After Template:
- Final sizes of fabricated stone will be based on the measurements taken by Marble View Inc. at the time of the template appointment. Thus, if there are any changes to the job-site (ie. cabinets are moved, additional panels are added, appliance size, sink changes, etc.) after this appointment, **Marble View Inc.** needs to be informed immediately by the **Client** before fabrication to ensure accuracy. Failure to inform **Marble View Inc.** of such changes until after fabrication may result in additional charges and material costs to be paid by the **Client** in order to fabricate correct sizes. **Marble View Inc.** will not be held legally responsible for incorrect fabrication as result of any misinformation or miscommunication by the **Client**.
 - **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 measurements are provided by the **Client**. Further changes and/or adjustments as result of mismeasurement by the **Client**, will result in additional costs
 - **Marble View Inc.** has completed thousands of successful template measurements in the GTA since opening in 1999. In cases where the **Client** has clearly communicated all their project details, was present at the template appointment, and Marble View Inc. provided final measurements for fabrication and there were no changes to the job-site after fabrication, **Marble View Inc.** will take full responsibility for any errors to the final dimensions of fabricated pieces. In such cases, **Marble View Inc.**, will at no additional cost to the **Client**, opt to refabricate and/or buy any additional material required to complete the **Project**.

4) Installation

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.

A. Before Installation:

- Marble View Inc. installers specialize in fabricating and installing stone and are not certified in electrical wiring or plumbing. 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. The **Client** understands that **Marble View Inc.** installers do not reconnect or install electrical wiring or boxes.
- **Marble View Inc.** installers are not responsible for removing appliances or performing any plumbing services.
- **Marble View Inc.** must be notified of installation rescheduling a minimum of 48 hours before the confirmed installation date; otherwise, a \$150 charge will be applied.
- Installations are contingent upon site readiness by the **Client** including, but not limited to, the removal and disposal of the existing countertops, 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 (and has not informed Marble View Inc. within 48 hours of the scheduled installation date) as per Clauses 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.
- The **Client** must ensure that the on-site working environment meets all the health and safety requirements in accordance with the applicable regulatory requirements.

B. During Installation:

- As specified in Clause 3 of this Agreement, **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, unless the **Client** informs Marble View Inc. prior to fabrication.

- **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**. Marble View Inc. will inform the **Client** of such costs well Before-hand.
- The Client acknowledges that in extremely rare cases, in spite of accurate measurements and well-executed fabrication, certain on-site conditions such as uneven/crooked walls etc. are uncontrollable factors that cannot be planned for or addressed before the time of installation. In such cases, there may be a need for the stone to be shaved on site to fit properly into place. The Client understands and accepts that this step cannot be completed before the installation date during fabrication because such shaving can only be done precisely if the Marble View Inc. cutter/installer personally sees the job-site location conditions together with the stone piece to be installed. This shaving would only be done outside the property unless otherwise not possible due to weather conditions etc. This is an uncommon extra step taken by Marble View Inc. installers to ensure seamless installation and is unlikely to occur in job-site spaces that are well-constructed and linear.

C. After Installation:

- With all installations, **Marble View Inc.** installers work to prevent any damages and protect all existing finishes during installations. If however, there is clear and indisputable evidence that there was damage to the **Client's** property by **Marble View Inc.** installers, then Marble View Inc. will review said evidence and accommodate the **Client** accordingly. Such evidence must be presented in both of the following ways:
 - I. An On-Site Checklist form to be signed by the **Client** that validates the condition of the **Client's** property immediately after installation. **Client** acknowledges that no claims (or further claims) of property damage can be made (for areas that are marked as undamaged on the form) after this On-site Checklist form has been completed and signed by the **Client** on-site.
 - II. For only those points of damage indicated on the On-Site Checklist form, photo or video of the job-site before and after installation must be emailed to info@marbleviewinc.ca within 24 hours of completed installation in order to be considered valid. The **Client** acknowledges that such photographic evidence will only be accepted if it is in relation to a damage claim made on the On-Site Checklist. No other claims will be considered, and claims made on the form without photos/videos submitted in the following 24-hour period will not be accepted.
The **Client** understands that in this situation, the deposit (see Clause 9) remains non-refundable, and that the form and extent of such accommodation will be at the discretion of Marble View Inc.
- Debris may be generated as a result of the install process. Marble View Inc. installers 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/tarpping all drawers and surfaces to avoid additional clean up.

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. **Marble View Inc.** recommends 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 in Marble View Inc. 's showroom, as these samples are provided by the supplier. With this understanding, the **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.** is not 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.
- The **Client** understands that slab selections should be made carefully to avoid additional costs for replacement. 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. Additional details in shop drawings such as showing plumbing and/electrical systems are outside the purview of **Marble View Inc.**'s service does not fulfill special requests such as showing plumbing, electrical, or any other details in shop drawings.

6) Liability & Indemnification

- Release of Liability: In consideration of receiving services from **Marble View Inc.**, the **Client** hereby releases and discharges **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: the **Client** agrees 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: the **Client** understands and acknowledges 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: the **Client** affirms that their participation in the stone fabrication services provided by **Marble View Inc.** is voluntary. The **Client** has read this liability waiver, fully understands its contents, and voluntarily agrees 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 in terms of fabrication or installation 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.**
- **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 but not limited to: 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 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**.