

2307427 Ontario Inc.
Buehler Custom Woodworking
Terms and Conditions

The Terms and Conditions as stated herein become a part of any 2307427 Ontario Inc. companies (herein "BCW") quotation(s), estimate(s), proposal(s), design and/or drawings, and any specification sheets (herein "Agreement Documents") and will apply to the acceptance by BCW of your order. All terms and conditions specified herein shall render null and void any other conflicting terms and conditions in any other Agreement Documents relative to this project.

General Provisions

1. Quoted prices are valid for 60 days.
2. Cabinetry project payments are as follows: 50% due at signing of Agreement as a deposit and remainder of balance due within 10 business days from completion of installation.
3. All jobs may include a design fee unless detailed drawings and specifications have been supplied prior to price quoting. Design fees may apply if contract is not executed. Design deposits will be applied toward the Cabinetry and Production Deposit. The design will include one review and drawing no later than one week before production.
4. Drawings will not be produced until the design concept rendering has been approved by the customer. If it is not shown or addressed on the drawings or submittals provided, then BCW has not agreed to supply it. Any alteration or deviation from the approved drawings and specification sheets involving extra cost will be performed only by written request in the form of a change order provided by BCW. Changes could alter the original time line of the project. Drawings are produced by BCW, alignment and cosmetics can change at BCW's sole discretion. Any details pertaining to cabinet construction and installation that is not specifically discussed and documented in the agreement document will be performed at the discretion of BCW in conformance with industry standard.
5. BCW's work to be completed in a workman like manner, according to standard practices within the industry. All cabinets will be installed plumb and level; however, correction of visual errors due to uneven walls or floors may require moldings or scribe trim.
6. Finishes are generally consistent. However, because of the properties of wood are not consistent, BCW cannot guaranty each part of the project will look exactly alike, nor can BCW guarantee that the project will exactly match the initial sample.
7. Following the completion of the project, an authorized representative from BCW will inspect the work and combined with the customers input, if required, an itemize list ("deficiency list") which will identify any work to be completed or corrected. Upon completion of the list, the customer agrees to pay BCW in full any balance due.
8. The customer shall not contract with any other contractor, individual or company for the performance or completion of work within the scope of the agreement, nor shall the customer claim a credit or back charge to BCW for the cost of completing an item stated in the original agreement, change orders, or punch list. If the customer contracts with another party to perform work laid out in this agreement or without first giving BCW the opportunity to perform agreed task or if the customer commences to use or occupy the space or work which BCW has performed without being given the proper permission to do so then the customer accepts all work as is with all faults and thereby waives any claim against BCW under the terms of the agreement, including any expressed or implied warranties including the implied warranties of fitness for a particular use and/or purpose.

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9. Storage and handling charges will be applied to any and all projects that are undeliverable for more than 15 days due to delays caused by the real property owner, architects, interior designers, contractors, service people, vendors or any other source not including subcontractors, vendors and suppliers hired by BCW. Storage charges are assessed at \$.75 per square foot, per day, 7 days a week. Handling charges are assessed at \$75.00 per hour. Charges will apply until projects are delivered. Rescheduling deliveries will depend on BCW's work load at the time. Charges will be invoiced monthly and will be due prior to delivery. Projects delivered to a site and not installed due to delays by others will be subject to payment in full.
10. BCW does not guarantee a delivery date. Any time or date stated herein or otherwise identified by BCW or any of its agents or employees for delivery is intended as an estimate only. Accordingly, BCW shall not be liable for any damages of any nature whatsoever arising directly or indirectly out of a delay in shipment or delivery.
11. Account balances not paid within 10 days of invoice date will be charged a finance charge of 15% per month. All returned checks, for any reason, will incur a \$50.00 handling charge plus bank fees, per occasion. Projects with, for any reason, past due balances, partial payments, returned checks, etc. may be delivered and installed on a pre-paid basis at the sole discretion of BCW. Any hold back or retainage shall be paid immediately upon completion of the punch list items.
12. Customers shall be responsible for reasonable legal fees and legal costs incurred to collect any unpaid balance.
13. Customer agrees to pay project payments as set forth herein.
14. It is the responsibility of the Customer to make sure that materials provided by the customer that are not purchased through BCW are the correct size and specifications.
15. BCW is not responsible for design choices made by the Customer, the Customer's designer or contractor.

General Countertop Provisions

16. Estimates generated from plans and drawings are subject to change after final measurements are taken at Template.
17. Any and all changes to the original order including but not limited to profile, sink, cook top, and granite selection changes must be in writing in the form of a change order.
18. BCW is not responsible for leveling or adjusting cabinets, other than those provided by BCW. BCW will attempt to advise Customer of potential cabinet problems at template, however, in some cases it is not noticeable until after the existing tops are removed. Customer understands that the thickness of previous tops could vary from the thickness of the new top. This may lead to exposed drywall and exposed unpainted surfaces. Exposed drywall and/or exposed unpainted surfaces are the responsibility of the homeowner to address after installation unless contracted by BCW to fix at an additional charge.
19. All sinks, faucets, soap dispensers, down drafts, cook tops, or other appliances that will go through the countertop must be either brought to BCW, or on site at template.
20. Any additional trips to the jobsite to drill additional holes for fixtures not in the original order, may incur a trip charge of \$75.00/hr. Sinks, faucets, dishwashers, cook tops, etc., should be on site for countertop template and/or installation. Additional trips to mount sinks, adjust faucet holes, mount dishwasher, notch cook tops etc. may result in a trip charge of \$75.00/hr, per occurrence.
21. Seam location is to be determined by BCW. Seam placement is to be determined by slab size, access, strength of material and deliverability. Customer seam preference is always noted but cannot always be granted.
22. All bar tops and overhangs of 8" or more require supports. Customer is responsible for providing supports unless purchased through BCW. If Customer is providing supports, supports must be installed prior to countertop installation.

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23. GRANITE: Customer understands that granite is a natural stone. All natural stones vary in color, shade and pattern. Some stones have extreme veining which may be hard to match at seams. BCW recommends that customer hand selects stone from the yard. Please be advised that due to patterns that not all seams will match perfectly due to the pattern and color variation in the stone.
24. It is an average of 7-10 business days lead time from template to installation of most countertops.
25. BCW will not produce project specific samples, release drawings or designs until 10% project retainage has been placed.
26. If the countertop is purchased through a company other than BCW, it is the responsibility of the general contractor or homeowner to verify all dimensions. BCW is not liable for any damages, including loss of profits, arising from the use of this drawing. This drawing is used by Buehler Custom Woodworking for cabinet production only. Any other use is at the users own risk.

Installation and Jobsite Provisions

27. It is advised that cabinets, countertops, flooring etc. should be installed by a professional. Damage due to improper installation or an installer not authorized by BCW could void parts or all of BCW's warranty as well as the manufacturer's warranty.
28. Customer's floors and/or walls may not be level or plumb. BCW is not responsible for imperfections in an existing structure. If major modification to cabinets, countertops and/or other products and services provided by BCW is required, additional cost could be incurred and are at the sole discretion of BCW. BCW will do their best to try to identify such imperfections in advance and advise customer. However such imperfections may not be visible or obvious prior to start of project.
29. When reinstalling existing appliances, plumbing, fixtures etc., it may be required to replace or update certain parts. BCW is not responsible for the cost and/or installation of additional replacement parts.
30. Due to the nature of work being performed, minor damage may occur during demo and installation. The customer should anticipate this.
31. Work that is needed to be performed due to imperfections in original structures, faulty or missing parts, work not originally contracted, additional work required to resolve such imperfection etc., shall not delay payments as scheduled and may delay project completion and/or alter schedules.
32. BCW is not responsible for any plumbing, electrical, flooring, painting, decoration, or other construction work unless specifically stated in the design specification or contracted by BCW from the customer that is a part of this agreement.
33. BCW will not be held liable for reasonable damage to paint, wall coverings, floor covering and ceiling materials associated with the installation of custom millwork and/or countertops.
34. If the Customer uses another company or contractor to perform parts of a project and fails to provide proper materials on schedule and/ or provides improper materials which create a delay in the project, the customer may incur charges for time lost and trip fees.
35. The Customer agrees to allow BCW to place a yard sign in the yard of the jobsite during the project duration.
36. **Safety:** For the safety of the customer, employees or authorized representatives of BCW, it is advised that you follow these safety guidelines. If a BCW employee or authorized representative feels that you are endangering them, the product and/or yourself, they may stop work or leave the job site until the issue is resolved. If time loss occurs due to the failure to follow safety procedures, the customer will be billed for time loss.

A. During the time that you project is in progress, it is officially considered a work zone. Everyone must abide by proper safety standards for a work zone. Any person not authorized by BCW should not enter

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into the work zone while work is in progress. Doing so is a danger to you, BCW employees and authorized persons.

B. BCW will not be held liable for injury or damage done to the work zone by unauthorized persons entering the work zone. If damage is done to the job site by unauthorized persons entering the work zone, the customer will be billed for the damage.

C. Customer covenant non-interference. Customer shall not attempt to direct workers on the site, exclude them from the site, demand work from them, or interfere in any way with work.

D. The customer neither needs to understand or be explained the process, means or method of work being performed. Nor shall the owner suggest or demand a particular mean or method to perform a task.

E. Customer will not discuss matters about the project with employees. All questions, comments and/or concerns will be directed to the main office or a Field supervisor. BCW will not be held liable for information given to a customer by someone that is not authorized to give out information.

F. Customer will keep pets and children away from jobsite and materials at all times.

G. BCW employees and authorized representatives will not be subjected to unsanitary, hazardous or dangerous condition, nor will they be subject to unruly behavior by the Customer.

Schedules / Changes

37. The Customer will be given a project start date based on delivery of materials and availability of BCW schedule. If for any reason the customer cannot make or needs to reschedule parts or the entire project, the customer agrees to take BCW's next available date for that particular project. This does not delay payments as scheduled and will be at the sole discretion of BCW.
38. Weather can and will delay or change a project time line. BCW will not be held liable for changes or delays caused by weather.
39. In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any government agencies in issuing any required permit or certificate, or performing inspection, litigation, or other acts of God, then the completion of work shall be delayed until a later date. If the later date is more than 30 days, the Customer and BCW should sign a change order reflecting the change. If the customer declines to sign the change order then the agreement may be terminated at which time all or remaining sums are then due to BCW immediately.
40. The Customer is aware that changes and/or additions will add or decrease the time it takes to complete a project. Some changes may require the project to be stopped in part or in its entirety for a specified time period. This decision and the time frame are solely at the discretion of BCW and the availability of BCW's schedule.
41. All changes and/or additions to a project must be made in the form of a Change Order and will require both the Customer and BCW's signature.
42. The Customer will make the job site open and available during the specified time frame of the project.
43. No returns, exchanges, or credits issued on special order items. Once 45% payment is made, the order is final.

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44. Returnable stocked items may be returned for store credit only. Returnable items will incur a 25% restock fee or a minimum \$75.00 and must be paid within the 30 day return period. Restock fees could vary depending on material and vendor.
45. No cancellation or return on services once 50% deposit is made.
46. All product warranties are subject to manufacturer's product warranties, terms and conditions.
47. BCW is not responsible for errors in dimensions or measurements provided by Customer or unauthorized persons on behalf of Customer.
48. General lead time on cabinetry is 6-8 weeks from 50% deposit plus a one week processing period.
49. In order to ensure that there are enough materials to do the project, BCW may elect to order extra materials than may be necessary to complete the project. Any excess materials will not result in a change in the agreement. All materials remaining after completion of project shall belong to BCW.
50. Once cabinets or other materials are installed, it is required that the home maintain a steady room temperature of no less than 15 degrees celsius. Drastic changes in temperature will damage Cabinets and some other materials, which could void parts or all the warranty.
51. Owner shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or consideration to Owner, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. Such photographs and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of Owner.
52. BCW reserves the right to update the terms and conditions as their discretion and will have the changes post marked no later than 10 days from final changes to the customer.

I acknowledge having read, understood and agreed to the terms and conditions of this Quote as of _____ day
of _____, 201__.

Signature of Client

Print Name of Client