

## Terms of service (the “Agreement”)

Between Purchaser and Seller:

Corey Klassen Interior Design  
1630 Burnaby Street, Apartment 9  
Vancouver, British Columbia, V6G 1X2  
H.S.T. No. 81489 3913 RT0001

### 1. PAYMENTS & FEES

The Seller agrees to furnish the materials and services set forth in the drawings and specifications annexed hereto.

The Purchaser agrees to make payment therefor in accordance with your invoice. Applicable Supply & Installation Payment Schedule are as follows:

Design Retainer (valid for 90 days)	\$1,000
Initial Payment due at contract signing	50% less Retainer
Second Payment due seven (7) business days before delivery	50% less \$500
Final Payment due at Substantial Completion	\$500

Applicable Studio Fees are as follows:

Initial Meeting (Incl. Site Measure)	\$300 for 1 1/2 hours
Studio Hourly Design & Travel	\$125 per hour
Studio Hourly Administration	\$75 per hour
PayPal Payment Surcharge	2.5%
Applicable tax on all fees and purchases	12% H.S.T.

All payments are non-refundable and non-transferable. Payments may be made via Credit Card (PayPal with Visa & MasterCard), Bank Draft/Cashiers Cheque, or E-Transfer Interac. Cash, money orders, personal and business cheques ARE NOT accepted. Payment disputes shall be notified within 90 days.

### 2. CHANGES AND MODIFICATIONS

The Purchaser may not change the drawings, plans, specifications, or items specified unless agreed to by Seller in writing. Seller is not required to accept any such change to this Agreement. Should Purchaser request any changes or extra work, Seller shall determine the cost thereof and such work will only be included as part of this Agreement pursuant to a written change to this Agreement signed by both parties. The Purchaser shall pay in advance to Seller, the total cost of each Change Order, which amounts are non-refundable to The Purchaser. Changes that are not paid by The Purchaser in advance shall not be ordered by The Seller. **CHANGES MADE BY THE PURCHASER TO THIS AGREEMENT SHALL RESULT IN ADDITIONAL DELAYS AND/OR CHARGES AND THE SELLER SHALL NOT BE HELD LIABLE FOR ANY DELAYS AS A RESULT.**

### 3. CONSTRUCTION DRAWINGS & OWNERSHIP

The Purchaser shall receive a copy of the construction drawings package at contract signing. These drawings are copyright and the property of the Seller and can not be copied, duplicated, or transferred without prior written authorization. A typical Construction Drawing package includes a Floor Plan, Countertop Plan, and Interpretive Drawings. Mechanical Plans are available at the Studio Hourly Design fee and start at \$375 and up, depending on complexity and specifications required.

Title to the item(s) sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth in this Agreement is paid to the Seller.

### 4. WARRANTY

Upon completion of the work specified and payment in full by the Purchaser, Seller shall deliver and assign to Purchaser, without recourse, all manufacturers, installers, and suppliers warranties, if any, covering such material. **AS TO SUCH MATERIALS, SELLER NEITHER MAKES OR ADOPTS ANY SUCH MANUFACTURERS, INSTALLERS, OR SUPPLIERS WARRANTY AND SPECIFICALLY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE RELATING THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### 5. USE OF SERVICES

No installation of plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically set forth herein. In the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include the possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the Seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual costs plus 35% thereof will be paid for by the Purchaser. Contingencies include, but are not limited to, the following: inability to reuse existing water, vent, and waste pipes; air shafts, ducts, grilles, louvers and registers; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.

The Purchaser shall not threaten, abuse or otherwise harass any employee or representative of The Seller. The Purchaser shall not commit, attempt to commit, fraud or theft against the Seller. Unauthorized reproduction, altering, copying of construction plans and specifications annexed hereto is strictly prohibited and all documentation remains the sole property of the Seller. The Seller may cancel, without notice, or take any necessary proactive measures such as manufacturing holds and installation work stoppages if the Seller has reasonable grounds to believe that there is breach of any of these “Use of Service” provisions.

### 6. DELIVERY

The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon the delivery and receipt of the product(s). Item(s) and product not accepted within a ten (10) business day allowance period are subject to additional storage and transportation charges at an additional cost plus 35%.

The Seller shall provide delivery date(s) within approximately one week of contract signing. **THE PURCHASER UNDERSTANDS THAT THE DATES, WHEN GIVEN, SHALL BE DEEMED APPROXIMATE, and performance is subject to delays caused by, but not**

limited to, change orders, strikes, fires, availability of the product at the time of delivery, acts of God, and/or other reasons not under the reasonable control of the Seller.

In the event delays do occur, the Seller shall give a minimum of ten (10) business days notice in writing explaining the reasons for the delay along with the new anticipated delivery, installation or completion dates to the Purchaser.

### 7. LIMITATION OF LIABILITY

**EXCEPT FOR NON-COMPLIANCE WITH APPLICABLE WARRANTIES OR CONDITIONS AS SET FORTH IN SECTION 4 (“WARRANTY”) THE SELLER SHALL NOT BE LIABLE TO YOU OR ANYONE INCLUDING THE FOLLOWING**

1. DEFECTS, FAILURES OR PRODUCT PERFORMANCE.
2. ANY DAMAGES, LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES
3. VARIANCE OR PERFORMANCE WITH ACCEPTABLE MANUFACTURING GUIDELINES IN ACCORDANCE WITH STANDARD INDUSTRY PRACTICE SUCH AS MEASUREMENT TOLERANCES
4. ERRORS, OMISSIONS, CHANGES IN CONSTRUCTION, PERFORMANCE OR PRODUCT CHANGES SPECIFIED BY THE GENERAL CONTRACTOR OR ALLIED PROFESSIONAL SELECTED BY THE PURCHASER
5. MATERIAL SHORTAGES OR ERRORS IN CONSTRUCTION DOCUMENTS PREPARED FOR BY PLANS, BLUEPRINTS, ETC. SUPPLIED BY THE PURCHASER UNLESS ALL DIMENSIONS AND MEASUREMENTS ARE CONFIRMED ON-SITE BY THE SELLER OR SELLER’S AGENT
6. UNFORESEEN CIRCUMSTANCES SUCH AS DELAYS, WORK STOPPAGES, STRIKES, POOR WEATHER, OR OTHER ACTS OF GOD

### 8. CHANGES & CANCELLATION

The Purchaser understands that the products described are specially designed and custom built and that the Seller takes immediate steps upon execution of this Agreement to design, order and construct those items set forth herein. This Agreement is not subject to cancellation by the Purchaser for any reason. In the event that Purchaser attempts to cancel this Agreement or otherwise defaults in the performance of Purchaser’s obligations hereunder, Seller may, at Seller’s option, cancel this Agreement and retain an additional 25% surcharge as liquidated damages, and not as a penalty, all amounts paid by Purchaser. Alternatively, Seller shall have the right to pursue any legal and equitable remedies available to it, including specific performance. Notwithstanding anything to the contrary set forth above, in the event of Purchaser’s default, Seller shall have the right to stop performance hereunder until such time as Purchaser cures the default.

The Seller retains the right, upon breach of this Agreement by the Purchaser, to sell those items in the Seller’s possession. In effecting any resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale, plus the costs and expenses incurred in reselling the items.

### 9. LATE PAYMENT

Delays in payment shall be subject to interest charges of 21% per annum, and in no event higher than the interest rate provided by law. If Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for any amounts expended in order to collect the unpaid balance, including reasonable attorneys’ fees.

### 10. GOVERNANCE AND DISPUTE

The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment or a warranty claim with the manufacturer shall not be reason or cause for failure to make payment of the purchase price in full. This Agreement shall be governed by the laws of the Province of British Columbia. Any unresolved controversy or claim arising from or under this contract shall be settled by binding arbitration in accordance with the Better Business Bureau of Canada and judgment upon the award rendered may be entered in any court of competent jurisdiction.

### 11. COVENANTS

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns, providing however that Purchaser shall not have the right to assign the benefit of this Agreement without the express consent of Seller. Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given: (a) if by hand delivery, upon receipt thereof, or (b) if by mail, three (5) business days after deposit in the Canada Post mail, sent by registered or certified mail, return receipt requested, postage prepaid, delivered or addressed to the addresses set forth herein, or to such other address as provided in advance by written notice to the other party.

This Agreement sets forth the entire agreement between the parties and any and all prior agreements, warranties or representations made by either party are superseded by this Agreement. If any provision of this Agreement is declared invalid or unenforceable by any tribunal, the remaining provisions of the Agreement shall not be affected thereby. All changes in this Agreement shall be made by a separate document and executed by both parties. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different contracts, representations, or warranties.

\_\_\_\_\_  
The Purchaser Date

\_\_\_\_\_  
The Seller Date