

## TERMS & CONDITIONS

These Terms and Conditions form part of the Quotation and shall become a binding Agreement between D&S Renovations Ltd. (D&S) and the Owner upon the Owner's acceptance of this Quotation without exception.

**D&S** agrees to complete the work and provide materials and services only as set forth in this quotation (the "Quotation"), or as amended by D&S and the Owner from time to time in writing, for the benefit of the Owner and the Owner agrees to pay all amounts due hereunder in accordance with the prices set forth in the Quotation. In the event that the costs exceed the quotation or additional labour or materials are required, D&S will make every effort to provide the Owner a revised, estimated quotation.

D&S is only responsible for performing the work set out in this Quotation (the "Work") and accepts no responsibility or liability whatsoever for the repair of, or any consequences related to, the preexisting condition of the Premises, including, but not limited to, latent defects relating to electrical, mechanical, structural, or other building components, unless such form part of the Work as set out in the Quotation. D&S will investigate and report on issues that are discoverable by simple visual inspection prior to the commencement of the Work and notify the Owner, including possible solutions for the Owner. The Owner expressly acknowledges that the Owner is responsible for, and assumes, all risks with respect to the preexisting condition of the premises.

D&S shall commence the Work on the date specified on the Quotation (the "Commencement Date") and shall endeavor to substantially complete the Work on or as per the date estimated Completion Date. When the Work is ninety-five percent complete (95%) this shall constitute the "Substantial Completion Date". Notwithstanding that the Work may be Substantially Complete, additional time, materials or services, as the case may be, may be required to address minor deficiencies and render the project complete.

Due to the nature of the Work, the Completion Date identified in the Quote is an estimate only. D&S will provide the Owner with updates from time to time if there are circumstances present which may impact the Completion Date. D&S makes no representations regarding the project completion date. D&S will use best efforts to conform to the project schedule attached to the contract with the Owner, but the Owner acknowledges that the project may be delayed for reasons outside of the control of D&S. The Owner agrees that D&S will not be responsible for any delays in the project completion date, irrespective of whether D&S caused or contributed to the delay to the project. D&S will not provide any discount of the price should the project proceed past the date of Substantial Completion Date for any reason, including reasons within the control of D&S.

Payments shall be due and payable on the following terms:

**Renovations under \$50,000.00:**

Deposit is required to hold a time slot: \$1500.00;  
40% of the price is required to begin production;  
30% of the price mid progress;  
25% of the price is due at the date of Substantial Completion.  
5% of the price upon deficiencies completion.

**Renovations over \$50,000.00:**

Deposit is required to hold a time slot: \$2,000.00;  
35% of the price is required to begin production;  
35% of the price mid progress;  
25% of the price is due at the date of Substantial Completion.  
5% of the price upon deficiencies completion.

**NOTE:** In some cases, D&S will require material deposits for items including, but not limited to, flooring, counter tops, cabinetry. In such cases, an additional progress payment may be required at the sole discretion of D&S. D&S provides a surety bond for deposits.

If the project is cancelled by the Owner at any time after the cancellation period described below, a portion of the deposit will be non-refundable to account for D&S's costs and expenses related to, among other things, administration, design, engineering or permits.

During the final walk through with the D&S project manager, the Owner will be notified of remaining deficiencies to be scheduled for standard "touch ups" as needed. Once all deficiencies have been addressed and complete, the remaining 5% will be due immediately (subject to the requirements below).

The payment terms above are subject to final approval by D&S prior to the commencement of any stage of the renovation. Verbal understandings and agreements with representatives will be non-binding. All changes must be set out in a change order approved by the Owner and D&S in writing.

If payment of any of the amounts to be paid to D&S are not made within 15 days of the receipt of each progress invoice without set off or deduction, or if the Owner defaults in any other way, D&S may, at its option, cease work and treat the agreement as repudiated forthwith on the occurrence of such default, and D&S may recover payment for the work already completed plus damages, including loss of profit together with interest therein at the same rate of interest as on overdue payments. Interest of 2% per month or 24% per annum, compounded monthly, shall be charged on overdue payments.

The Owner agrees to indemnify D&S for any legal fees incurred to enforce the terms of this agreement, on a solicitor-client basis.

All personal property of the Owner that remains in the premises shall remain the sole responsibility of the Owner and the Owner shall be solely responsible for any damage to or loss of the personal property of the Owner during the entire duration of the Project. The Owner shall take reasonable steps to ensure that the work area is free of household obstructions, and will remove or protect items that may be damaged during the performance of Work by D&S or during completion of the Project. D&S is not responsible or otherwise liable for loss or damage to the Owners property whatsoever, including situations where D&S may be required to move property of the Owners.

If the Owner wishes to save any of the existing material, the Owner shall notify D&S in writing the material the Owner wishes to save no less than five (5) days prior to the Commencement Date.

No alteration, deviation or change to the Work as set out in this Quotation shall be made by either D&S or the Owner without a written Change Order or subsequent written agreement signed by both the Owner and D&S. In the event that the Owner requests changes to the scope of the Work to be provided or performed by D&S, D&S may, in its sole discretion, agree to the changes requested, and issue a change order to the Owner indicating the change in scope and change in the price (if any), as well as any delay to the Substantial Completion Date. D&S shall under no circumstances be liable for any delay regarding the completion of the Project due to changes in the Work scope or supply of materials as requested by the Owners.

In the event of an owner requested change, 50% of the change order amount will be due, payable and non-refundable at the time of signing the change order.

Further, the detailed Quotation has been provided to detail the scope of work for the clarity and benefit of D&S and the Owner. In cases where the Owner requests additional revisions or price options after the original scope of work has been agreed upon, the Owner may be charged an administration fee at the sole discretion of D&S.

Notwithstanding anything to the contrary contained in this Quotation, the total cumulative liability for any breach of this Quotation or any claim related to the performance or non-performance of the Work and provision of materials with respect to the Quotation exceed an amount equal to the limits of D&S's insurance coverage in place at the relevant time in relation to insurable losses, or the aggregate amount of the price of the Quotation for uninsured losses.

The Owner recognizes that while the Work is being performed the premises are an active construction site. D&S is not responsible or liable, and the Owner will indemnify, hold harmless and defend D&S, its affiliates and subcontractors and their respective directors, officers, servants, agents and employees from and against, all losses, damages, costs and expenses, and all claims, demands, actions, causes of action, suits, proceedings, liability, and actual legal fees, on a solicitor and client basis, arising out of any personal injury or damage to any person or their personal property while on or in the premises during D&S's performance of the Work.

D&S is not providing any warranty to the Owners whatsoever, whether expressed or implied, with respect to the Project or any appliances or equipment, except for that set forth in this Quotation and the Warranty Policy. Any manufacturer's warranty for appliances or equipment will be passed on to the Owner if and to the extent permitted by such warranty.

The Owner agrees to permit D&S to erect a sign in a conspicuous location on the subject property for a period of two weeks prior to the Commencement Date and one week after the Substantial Completion Date. If D&S takes before and after photos or videos of the Premises, the Owner hereby grants D&S permission to utilize these photos and waives any moral rights, provided that the photos are utilized primarily for marketing, training, progress tracking or other company purposes. D&S will take all reasonable steps to protect the identity and security of the Owner's personal information, including the location of the Owner's premises.

The parties agree that in the event that there is a dispute with respect to the work or the interpretation of this Quotation, the party raising the dispute will provide notice of said dispute to the other party within 48 hours of the dispute arising. Upon receiving notice of the dispute the parties will first attempt to resolve such dispute between themselves. If this is not possible within 5 days of receiving notice of the dispute the Parties agree that they will attempt to have the dispute resolved by a referee or mediator prior to proceeding with litigation.

Wherever there is a dispute, issue, grievance, or concern, actual or perceived, the Owner agrees to first contact D&S to confirm a summary of facts, and a mutually acceptable action plan to remedy issues prior to expressing any displeasure with the Work or other conduct of D&S in any public forum. All disputes between the parties that cannot be resolved shall be settled exclusively by arbitration and shall be subject to the provisions of the *Commercial Arbitration Act* (Nova Scotia).

The Owner agrees not to make disparaging or defamatory remarks, comments or statements, whether in writing or verbally, in public or on any electronic medium or forum.

The Quotation and these Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.

#### **Buyer's Right to Cancel**

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.