

**ZEN LIVING SALES AGREEMENT**  
(the "Contract")

This Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

ZEN LIVING LTD.  
Bay #1, 4216, 61<sup>st</sup> Avenue SE, Calgary, Alberta, T2C 1Z5  
Telephone: 403-720-1928 Fax: 403-720-1929  
EMAIL: info@zen-living.ca  
(hereinafter referred to as "Zen Living")

**-AND-**

CUSTOMER NAME(s): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
(hereinafter referred to as the "Purchaser")

**Whereas** Zen Living is a company that sells and installs kitchen cabinets, stone countertops and associated products (the "Products");

**And Whereas** the Purchaser wishes to contract with Zen Living to supply and/or install Products and services described in the attached quotation (the "Quotation");

**And Whereas** an approved Quotation shall be considered to be an Invoice for the purposes of the Contract;

**And Whereas** the terms and conditions outlined below have been reviewed and agreed to by the Purchaser and Zen Living prior to signing the Contract;

**Therefore** the parties agree to, and accept all of the following terms and conditions, and any other terms and conditions incorporated by reference or attached to the Contract:

**1. FORMATION OF THE CONTRACT**

The Purchaser has requested a quotation for the supply and installation of those Products outlined in the quotation (the "Quotation") approved by both Parties.

**2. PRICE AND PAYMENT TERMS**

- (1) The Purchaser hereby agrees to pay Zen Living the price agreed to in the Quotation (the "Contract Price").
- (2) The Purchaser shall pay for the Products outlined in the Quotation in the following manner and subject to the following terms and conditions:
  - (a) an amount equivalent to 50% of the Contract Price shall be due and payable to Zen Living upon the execution of the within Agreement;
  - (b) the balance, plus the cost of agreed extras shall be due and payable to Zen Living at least two (2) business days prior to the delivery or installation date;
  - (c) any amount not paid within the time limited shall bear interest at the rate of 2% per month (24% per annum) until paid;
  - (d) all payments required hereunder shall be made by way of cash, certified cheque, money order, wire transfer, credit card or debit.
- (3) All prices that are based on plans or measurements provided by the Purchaser are subject to change in the event of any inaccuracies therein.

### **3. PURCHASER CANCELLATIONS AND ADDITIONAL FEES**

- (1) Should the Purchaser cancel the Contract before delivery or installation of goods, the non-refundable deposit will be forfeited and the Purchaser will be liable for the full balance of the invoice.
- (2) Should the Purchaser cancel/reschedule an installation date with less than 5 business days' notice a minimum charge of \$250 will be added to the Purchaser's Contract for rescheduling.
- (3) An inspection of the Products shall be carried out jointly by the Purchaser and Zen Living in accordance with clause 6 hereof. Following the inspection, Zen Living will complete all services noted. All other services required after the initial sign off for service will be chargeable for additional parts required and a standard service call fee. The standard service call fee of \$250.00 includes service determination, delivery of additional parts required, administrative cost, and one hour of on-site service work per trip. Additional labor will be billed on an hourly basis at \$65/hr.
- (4) If for any reason Zen Living does not receive clear access and an acceptable work environment to complete the Contract, the balance owing may be due immediately and the Purchaser will be held responsible for any further damages and extra costs arising due to the delay caused by the Purchaser.
- (5) The Purchaser will be subject to additional fees should any work be requested in variance of the Contract Documents and will be added to the Contract Price.
- (6) Any additional expenses incurred due to additional work that could not have been identified at the time of sale shall be added to the amount on the Quotation and be paid for by the Purchaser. The Purchaser shall have the option to hire Zen Living or another contractor to complete the unforeseen additional work; however, Zen Living shall have the right to refuse to complete additional work that does not fall within Zen Living's expertise.

### **4. CANCELLATION BY ZEN LIVING**

Zen Living reserves the right to cancel the Contract or any approved Quotation to which these terms and conditions apply by giving written notice to the Purchaser. Zen Living's liability to the Purchaser shall be limited to the refund of any monies paid by the Purchaser to Zen Living after deducting any reasonable and necessary expenses incurred by Zen Living prior to cancellation.

### **5. BUILDERS' LIEN**

The Contract Price, without reduction or setoff, is due in accordance with the terms set out in the Quotation and/or Payment Schedule. In accordance with the *Builders' Lien Act*, if full payment is not received on the date of installation Zen Living may be entitled to file a lien against the applicable property within 45 days of the date of installation of goods.

### **6. SCHEDULING, INSPECTION, AND SERVICES**

In order to provide the best possible service and on time delivery of merchandise to our customers, Zen Living requires prior notice of 5 business days for all mark-out booking and/or changes.

For all delivery and installation booking/changes, we required a notice of 5 business days to schedule appropriately. A fee of \$250.00 will apply without the 5 days notification.

Within 24-36 hours after installation, Zen Living will be conducting an inspection for completion. The Purchaser is required to do a walk through for service and/or completion sign off. If no representative is present, Zen Living will conduct the inspection and email the Purchaser for any service required or if the project is completed and will be considered as final sign off. Any other services required after sign off will be chargeable.

According to the Alberta Home Warranty Standards the viewing distance for any defects is at 5 feet. At Zen Living, we will accept the viewing distance at 3 feet.

Upon receiving the approval for services, Zen Living requires 5 business days to produce all services. We will schedule the service appointment 24-48 hours after service parts are completed. Zen Living requires any chargeback invoice to be signed and approved by the site representative prior to service parts being manufactured. There will be a standard service call fee added to the charge back.

### **7. WARRANTY**

Zen Living provides a limited warranty on products sold to the Purchaser. The terms of a warranty are set out in the attached Two Year Limited Warranty (the "Warranty"). Should the Purchaser not make final payment when due and owing, the Warranty shall be null and void.

## **8. FORCE MAJEURE AND FRUSTRATION OF THE CONTRACT**

Zen Living shall not be responsible for damages or delays in fulfillment of this Contract due to acts of God, strikes, inclement weather conditions, unavoidable accidents, shortage of labor, or delay in obtaining materials or other causes beyond its reasonable control.

## **9. AMENDMENTS IN WRITING**

This Contract shall not be deemed to be or construed as having been amended as a result of any oral communication between the Parties or as a result of any practice of the Parties. All amendments to this Contract shall be in writing and shall be signed by both Parties, provided that any such agreement may be executed in counterpart form.

## **10. NO ASSIGNMENTS**

No assignment of this Contract shall be valid either by Zen Living or the Purchaser without the written consent of the Parties.

## **11. INTERPRETATION**

All words in this Contract may be read and construed in the plural number instead of the singular if there is more than one Purchaser named and in such case, this Contract shall be deemed to bind the Purchaser individually, as well as severally and jointly. Zen Living and the Purchaser are collectively called the "Parties."

## **12. GOVERNING LAW AND ENFORCEMENT**

- (1) This Contract is subject to and shall be construed in accordance with the law of the Province of Alberta.
- (2) If any portion of the Contract is deemed illegal or unenforceable it will not render the Contract null and void and all other terms will remain in effect.

## **13. TIME ESSENCE**

It is agreed that time is to be considered of the essence of this Contract.

## **14. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the Parties and no representations, warranties and previous statements made by any person or agent other than those in writing in this Contract signed by the Parties shall be binding on the Parties so as to vary the terms of this Contract.

## **15. PURCHASER'S ACKNOWLEDGEMENT**

The Purchaser acknowledges that they have read and understand this Contract and the terms and conditions of the attachments to this Contract.

## **16. BINDING EFFECT**

This Contract shall insure to the benefit of and be binding upon the Parties and their respective heirs, administrators, executors, successors and assigns.

**IN WITNESS WHEREOF** the Parties hereto have executed this Contract as of the date first written above.

## **LIMITED LIFETIME WARRANTY**

Thank You for choosing Zen Living as your supplier. Zen Living warrants all products manufactured and sold by Zen Living to be free from any defects in materials and workmanship for period of two years.

In rare instances, if Zen Living product is found to be defective, the defective part will be repaired free of charge, at the discretion of an authorized Zen Living representative. This warranty applies to the repair and replacement and may not cover delivery cost or labour charges to remove or reinstall products or any related components.

Replacement parts are subject to availability, and therefore may differ somewhat from the original parts due to the passage of time, natural aging process, and evolution of products. This may include door styles, finishes and other parts or components integrally associated with products.

This warranty is conditional on the original purchaser's proper maintenance, care and use of the product prior to and after delivery. Damages due to misuse, abuse, improper storage, handling or cleaning, weather consequential, indirect, or incidental damages will not be covered. This warranty becomes null and void if Zen Living's products are altered in any way.

<b>WARRANTY DOES NOT COME INTO EFFECT UNTIL ALL PRODUCTS AND SERVICES ARE PAID IN FULL.</b>
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### **Cabinetry (Service calls for these purpose are not covered under this warranty)**

- New homes generally have movement due to settling of the ground so adjustments to doors and drawers to cabinets may be required as your new home settles.
- A tolerance of 1/8"-3/8" space is acceptable between cabinet doors and drawers for allowance of expanding and shrinking from time to time.

### **Natural Woods/Veneers/MDF (Service calls for these purpose are not covered under this warranty)**

- Natural woods will commonly vary in color and characteristics due to the density of natural solid woods and veneers which will prevent stain color consistency.
- 5 piece doors may expand and contract due to temperature and humidity, up to 0.5mm visible cracking around joint areas may be visible from time to time.

### **Textured HPL/MFC (Service calls for these purpose are not covered under this warranty)**

- Textured Laminate is one of the most consistent and durable materials in today's cabinetry market, laminate rarely may have a slight color discoloration.

### **Acrylic (Service calls for these purpose are not covered under this warranty)**

- Acrylic with its high gloss is one of the most effective ways to create elegance in today's cabinetry market. Acrylic may have prevalent characteristics such as slight discolorations, blurs, slight waves, dimples and hair line scratches. These are expected as they are inherent qualities in acrylic.

### **Cabinet Supply Only (Service calls for these purpose are not covered under this warranty)**

- All goods must be inspected upon receipt. Freight damage is the receiver's responsibility to notify a Zen representative within 5 business days of any damages, if Zen Living is not notified within 5 business days Zen Living will assume there are no defects. If any issues should arise after 5 business days there will be a charge.
- If a client request a Zen representative to come out to site to assess an issue, Zen will charge an assessment fee of \$100.00 that must be paid prior to arrival on site.
- A Zen representative will assess the client's issue. If the issue is determined to be Zen's fault due to poor quality in craftsmanship:
  1. Zen will refund the \$100.00 assessment fee to the client.
  2. Determine the service parts required to fix the issue in alliance with industry standard.
- If issues with the cabinets are caused by the client/or clients contractor:
  1. Zen will retain the \$100.00 assessment fee.
  2. Determine the required service parts to fix the issue.
  3. Create an invoice chargeable to the client for additional parts/services needed to correct the issue.
  4. Invoice must be paid prior to product/services being released and performed.

**Cabinet Customers Pick Up (Service calls for these purpose are not covered under this warranty)**

- It's the customer's responsibility to have an adequate vehicle and adequate man power to load the product without damage.
- Zen Living will only be responsible in placing the product in the loading area for the customer.
- It is the customer's sole responsibility to inspect and inform Zen Living of any damages prior to leaving the building.

**Countertop (Service calls for these purpose are not covered under this warranty)**

- New homes generally have movement due to settling of the ground so shimming for countertops may be required as well, due to cabinets shifting which may cause fracture cracks.

**Granite/Quartz (Service calls for these purpose are not covered under this warranty)**

- Stone has natural characteristics which include, but not limited to natural color variations, water lines or physical properties (fissures, surface pits, and blemishes) that are normal and natural for some stones.
- Seams will be placed in the best location for structural integrity and aesthetics of the counter, therefore placement of all seams is at the discretion of the templator/fabricator.
- Seams will typically vary 1/16"-3/16" and will be visible to the eye and touch. Color coordinated epoxy will be used to form the seam and blend the seam in with the countertop. Due to the unique characteristics of stone, it is not possible to guarantee a match in the color or veining when seaming two pieces together.

**Laminate Countertop (Service calls for these purpose are not covered under this warranty)**

- Cracks, chips, scratches and/or breakage not due to defects in materials or workmanship.
- Moisture damage at or around cut outs, backsplash, field-joints or dishwasher.
- Accidents, abuse or misuse.
- Exposure to heat in excess of 275°F or prolonged exposure to heat of 140°F or higher.
- Please be aware that plastic laminate products by their nature are subject to minor surface imperfections and slight irregularities, and may contain some color variations and/or small particles or foreign matter. Any imperfection that falls within the acceptable limits as established by the laminate manufacture will not be considered defective.

**Removal (Service calls for these purpose are not covered under this warranty)**

- Due to hidden issues that could not have been identified at the time of removal determination Zen Living can only warranty what that is visible.
- Any additional work would fall under a new contract.

**ZEN LIVING LTD.**

By its authorized representative:

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness:  
Printed Name:

\_\_\_\_\_  
Purchaser:  
Printed Name