

These Terms & Conditions of Sale (the “Terms”) govern all quotations, orders, sales, and deliveries of natural stone products and related goods and services (the “Products”) by Stone Arch Canada Inc. (“STONEarch”, “we”, “us”, or “our”) to any customer, dealer, distributor, contractor, or other purchaser (the “Purchaser” or “you”). They define the limits of our liability in respect of the Products. **Please read them carefully.**

1. APPLICATION & ACCEPTANCE

These Terms apply to, and are incorporated by reference into, every quotation, sales order, order confirmation, invoice, and sale issued by STONEarch, and are published at www.stonearch.ca. By requesting a quotation, placing an order, accepting delivery, making payment, or installing or using the Products, the Purchaser accepts and agrees to be bound by these Terms. These Terms prevail over any conflicting, additional, or different terms in any purchase order or document issued by the Purchaser, unless expressly agreed to in writing and signed by an authorized representative of STONEarch. No course of dealing, trade usage, or failure by STONEarch to enforce any provision may be taken or considered to be a waiver of these Terms.

2. INSPECTION & ACCEPTANCE — INSPECT BEFORE INSTALLATION

The Purchaser must inspect all Products promptly on receipt and, in all cases, before installation, fabrication, cutting, sealing, or other modification. Natural stone products naturally vary, and it is the Purchaser’s responsibility to confirm that the Products conform to the order and are acceptable in colour, finish, dimension, and quantity before they are installed or modified. Installation, fabrication, cutting, sealing, or other modification of any Product constitutes the Purchaser’s irrevocable acceptance of that Product as delivered and constitutes a waiver of any claim relating to any condition that was or would have been reasonably apparent on inspection, including colour, shade, finish, dimension, surface condition, and quantity. No claim will be accepted on Products that have been installed or modified, except to the limited extent of a latent defect validated under section 5. “Latent defect” refers to a manufacturing defect existing at the time of delivery that could not reasonably be discoverable upon proper inspection prior to installation. Installation after discovery of an alleged defect constitutes acceptance of the Product and waives any claim relating to that condition.

Risk of loss or damage to the Products passes to the Purchaser upon delivery to the carrier or, for pickup orders, upon loading. Title remains with STONEarch until payment has been received in full.

3. NATURAL STONE CHARACTERISTICS, VARIATION & WEATHERING

Natural stone is a product of nature and is not a manufactured product. Variations are inherent, expected, and are not defects. By purchasing natural stone, the Purchaser acknowledges and accepts the following, none of which is a defect, non-conformity, or valid quality claim: **(a) Variation** in colour, shade, veining, pattern, marking, grain, and texture between pieces, pallets, batches, samples, showroom displays, photographs, and previous orders; samples are indicative only and exact colour or pattern matches cannot be guaranteed. Samples are provided solely as general examples of color and texture and are not warranties or guarantees that product delivered will be identical. **(b) Dimensional variation** — published dimensions, thicknesses, weights, coverage, and pallet/crate quantities are nominal and approximate; industry-accepted tolerances of up to ± 0.157 ” (± 4 mm) apply, and the size or ratio of pieces in mixed skids is not guaranteed. **(c) Natural changes over time** and with exposure to the elements, including colour change, fading, patina, oxidation, surface texture change, and minor surface fissures inherent to the stone type. **(d) Moisture-related conditions**, including efflorescence, mineral deposits, staining, discolouration, spalling, or related effects arising from moisture migration, site conditions, base or backfill materials, drainage, de-icing salts, sealing, cleaning agents, or installation methods, which are site / installation-related conditions outside STONEarch’s control and are not product defects nor would any such conditions constitute valid claims. Certain stone types are more sensitive to moisture, freeze-thaw exposure, and de-icing chemicals than others.

The Purchaser is responsible for constructing and approving any required mock-up prior to installation. Failure to construct or approve a mock-up constitutes acceptance of normal variation.

STONEarch recommends blending materials from multiple pallets during installation. Failure to do so may result in visible color concentrations for which STONEarch accepts no responsibility.

4. INSTALLATION REQUIREMENTS, SITE CONDITIONS & ALTERATIONS

The Products must be installed, used, and maintained by qualified professionals. As a condition of any warranty or claim, the Purchaser is responsible for ensuring: a correctly engineered base, substrate, and drainage appropriate to the application, climate, and adequate moisture protection, (use of cleaners, or chemicals that may cause staining, discolouration, or damage will void any claim); and that the Products are not subjected to misuse, abuse, negligence, accident, improper cleaning. Damage or conditions resulting from improper installation, inadequate base or drainage, structural or ground movement, acts of nature, de-icing salts, or site-specific conditions are excluded from any warranty and are not valid product quality related claims.

Alterations. The Purchaser is aware that product integrity is compromised when a Product is drilled (for example, to install railings) or grooved (for example, to install LED lights) or otherwise cut or altered. STONEarch is not responsible for any issue, damage, failure, or condition that arises due to such alterations to the Products.

Duty to Stop Installation – Upon discovery of any suspected defect, installation shall immediately cease until STONEarch has completed its inspection.

5. QUALITY CLAIMS, RETURNS & HOW TO SUBMIT A CLAIM

Quality claims are accepted only where the Purchaser strictly complies with the following; failure to comply at any step is a waiver of the claim and acceptance of the Products as delivered. **Notice before installation** — the Purchaser must notify STONEarch in writing of any alleged defect, shortage, or other quality claim before installation and, in any event, within 15 days of receipt. **Information required** — a written claim must include the original proof of purchase, the order or invoice number, a description of the alleged defect, photographs, and evidence of compliance with the applicable installation guidelines. **Inspection and return** — all claims are subject to inspection, review, and validation by STONEarch; any Product alleged to be defective must be made available for inspection and, if requested, returned to STONEarch's yard at the Purchaser's sole expense within 10 days of written notice, and STONEarch is not responsible for freight, handling, or pallet-return. **Determination** — no credit, replacement, repair, or refund will be considered unless and until STONEarch has had a reasonable opportunity to inspect the Products and has determined, in acting reasonably that the claim is valid.

Material allowance. The Purchaser should estimate for 5% to 10% extra material to allow for breakage in transit or on site, shrinkage, and wastage. STONEarch will only entertain valid claims that exceed this allowance; this allowance does not cover incorrect estimation, pilferage, or excessive cutting or wastage on site.

Returns. Returns are accepted at STONEarch's sole discretion and for yard credit only. The original receipt is required, and Products must be returned to our yard within 60 days of purchase in their original, saleable condition. A restocking fee of 25% applies to accepted returns, and return freight and handling are the Purchaser's responsibility. No returns or exchanges are accepted on custom or special orders, cut-to-size Products, or Products purchased at full-pallet pricing.

How to submit a claim. Written notices and quality claims must be submitted to STONEarch at: Stone Arch Canada Inc., 12393 Coleraine Drive, Bolton, ON, Canada L7E 3B4 • Tel: (905) 857-6600 • Email: stone@stonearch.ca

6. SUITABILITY & FITNESS FOR PURPOSE

STONEarch does not warrant the suitability of any Product for any particular project, application, site, or climate conditions. Selection of the Product, including its type, thickness, finish, and intended use, is the sole responsibility of the Purchaser and its design professionals, and the Purchaser assumes all risk associated with the selection and use of the Products. The Purchaser is advised to seek and evaluate the technical information of the Products that they buy, and is responsible to ensure product-suitability in relation to their climatic conditions, installation method, subsoil moisture-related issues, and similar factors. The Purchaser is aware that STONEarch is not an engineer or geologist and does not possess the technical expertise that may be required for the most suitable selection of a Product or installation method; any guidelines, technical data, test results, samples, or recommendations provided by STONEarch are suggestive and for general information only, are not binding, and are not a guarantee of

performance in and/or suitability for, *inter alia*, the Purchaser's specific site and climatic conditions, performance, installation, design, or other material and appearance requirements.

Climatic suitability depends upon numerous variables beyond STONEarch's knowledge or control, including but not limited to:

- Freeze-thaw cycles
- Annual precipitation
- Groundwater conditions
- Drainage
- Snow Removal practices
- Use of de-icing salts
- Solar exposure
- Site orientation
- Substrate movement
- Installation method
- Maintenance practices
- Local Geology
- Existing and/or proposed vegetation/ plantation

STONEarch makes no representation that any Product is suitable for use in any specific municipality, province, state, climate zone or geographic region. STONEarch does not provide engineering, architectural, geological or design services.

Prior to purchase, the Purchaser shall independently determine that the selected Product is appropriate for the intended application and shall obtain such engineering, architectural or geological advice as may reasonably be required.

7. PURCHASER'S INDEPENDENT ASSESSMENT & NON-RELIANCE

The Purchaser acknowledges that it has independently investigated and satisfied itself as to the suitability of the Products for the intended application. The Purchaser confirms that it has not relied upon any oral statement, recommendation, opinion, estimate, representation, sample, marketing material or advice made by STONEarch or any of its employees, representatives or agents regarding the suitability, durability, performance or fitness of any Product for any particular application, climate, environmental condition or intended purpose, except as expressly set out in writing and signed by an authorised officer of STONEarch.

STONEarch has no continuing duty to advise the Purchaser, and bears no responsibility or obligation to investigate, monitor or advise the Purchaser concerning changing site conditions, evolving project requirement, changes in climate, installation methods or maintenance practices after quotation or sale.

8. SOLE & EXCLUSIVE REMEDY

Where STONEarch determines that a quality claim is valid, STONEarch's sole and exclusive liability is limited, at STONEarch's option and drawn from STONEarch's then-current product line, to one of the following: (a) replacement of the affected Product at the original point of delivery (Note: **replacement batches may vary in colour and shade**); (b) repair of the affected Product; or (c) a credit or refund not exceeding the original invoiced material value of the affected Product. Any replacement, credit, or refund is based solely on the original invoiced cost of the affected Product and does not include freight, taxes, installation, removal, disposal, labour, handling, ancillary materials, or any other charge. If the Purchaser elects a replacement Product of greater value than the original, the Purchaser is responsible for the difference plus any applicable freight, taxes, and related charges. No other remedy is available.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and regardless of the form of action, whether in contract, tort (including negligence), warranty, strict liability, or otherwise: in no event will STONEarch be liable for any indirect, incidental, consequential, losses, costs, or expenses of any kind, including, without limitation, freight, labour, installation, removal and reinstallation costs, disposal, repair of surrounding work, project delays, downtime, loss of profits, loss of use, or legal fees, even if advised of the possibility of such damages. STONEarch's total aggregate liability arising out of or relating to any Product or order, from all causes combined, will not exceed the original invoiced material value of the specific Product giving rise to the claim. The Purchaser acknowledges that the prices charged reflect this allocation of risk, that these limitations are a fundamental basis of the bargain, and that they apply even if any remedy is found to have failed its essential purpose. The Purchaser waives any claim based upon negligent representation except where arising from fraud or intentional misconduct.

10. WARRANTIES & DISCLAIMER

STONEarch provides a limited warranty against latent defects to any Purchaser — whether customer, dealer, distributor, contractor, or other purchaser — for a maximum period of one year from the date of purchase (the "Warranty Period"). No claims of any kind shall be entertained after the expiration of the Warranty Period. The Warranty Period is an outer time bar and does not extend or replace the notice periods set out in Section 5, and any longer warranty applies only where expressly provided by STONEarch in writing. Except for this one-year limited warranty, the Products are sold "as is". To the fullest extent permitted by law, STONEarch disclaims all other warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including any implied warranty or condition of merchantability, durability, or fitness for a particular purpose.

No employee, salesperson, dealer, representative or agent of STONEarch has authority to modify these Terms or make any representation or warranty concerning any Product unless expressly confirmed in writing by ONLY by CEO or COO of STONEarch.

11. FORCE MAJEURE

STONEarch is not liable for any delay or failure to perform caused by events beyond its reasonable control, including but not limited to, labour, carrier, manufacturing strikes and work stoppage, carrier delays, shortages, supplier or quarry failures, transportation disruptions, weather, acts of nature, military or governmental action. All orders, deliveries, and commitments are subject to availability.

12. INDEMNITY

The Purchaser will indemnify and hold harmless STONEarch and its directors, officers, employees, and agents from and against any claim, loss, damage, cost, or expense (including reasonable legal fees) arising out of the Purchaser's selection, handling, installation, modification, use, or resale of the Products, or any breach of these Terms, except to the extent caused by STONEarch's own gross negligence or wilful misconduct.

13. THIRD-PARTY CUSTOMERS & MANDATORY LAW

These Terms are solely between STONEarch and the Purchaser. The parties agree that these Terms govern their rights and obligations. They confer no rights on, and create no liability of STONEarch toward, any end use customer or other third party.

Dealers and Contractors purchasing for resale acknowledge they possess sufficient expertise to evaluate the Products independently and shall not represent that STONEarch has approved any Product for a specific project unless expressly authorized in writing.

The Purchaser is solely responsible for its own terms of sale, warranties, and consumer-protection obligations to its customers, and shall indemnify and hold STONEarch harmless against any claim brought by the Purchaser's customers or any other third party in connection with the Products. Nothing in these Terms operates to exclude, restrict, or modify any right or remedy that cannot lawfully be excluded; where such a right or remedy applies, STONEarch's liability is limited, to the fullest extent permitted by law, to the remedies set out in these Terms.

14. GOVERNING LAW, JURISDICTION & CISG

These Terms and any sale are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws rules. The Purchaser irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Toronto. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CIGS) and this contract shall be governed by the Ontario Sale of Goods Act (GSA). Where these *Terms and Conditions* differ from the provisions of SGA, these *Terms and Conditions* shall prevail, to the fullest extent permitted by applicable law.

15. GENERAL

Entire agreement. These Terms, together with the applicable quotation, order confirmation, and invoice, constitute the entire agreement between the parties and supersede all prior representations and understandings. No oral statement, prior discussion, catalogue, brochure, website, email or sales presentation forms part of the agreement unless expressly incorporated.

Severability. If any provision is held unenforceable, the remaining provisions continue in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent.

Amendments. STONEarch may update these Terms from time to time; the version in effect at the date of order confirmation applies to that order.

Assignment. The Purchaser may not assign its rights or obligations without STONEarch's prior written consent.

Waiver. No waiver is effective unless provided in writing and signed by STONEarch.

Survival. Section 6 through 15 herein survive delivery, payment and termination of the agreement.