

TERMS & CONDITIONS

Concrete Surfaces

For installed products and shipped products

ANTHONY
CONCRETE DESIGN

At Anthony Concrete Design Inc., we're all about delivering the best quality of work and making sure that our clients are happy. The Terms and Conditions listed cover any quotation supplied by Anthony Concrete Design Inc. They are designed to protect both you ("Customer") and Anthony Concrete Design Inc., encourage fair trade, and overcome misunderstandings. By signing this document and accepting the quote on Quotient, the Customer agrees to the following Terms and Conditions.

GENERAL TERMS & CONDITIONS COVERING ALL TRANSACTIONS

Any purported enlargement, variation or exclusion of any of these conditions shall be without effect unless specifically agreed to in writing by an officer of Anthony Concrete Design Inc. and the customer

CONCRETE PROPERTIES

PRODUCT APPEARANCE & VARIATION - Anthony Concrete Design Inc.'s concrete products are made by hand using natural materials, and therefore, all products will vary in colour, size, appearance, and texture. Naturally occurring pin/bug holes and/or hairline cracks may appear on the surface at any time, including post-installation. Holes filled on the surface or edges will have a different shade or tone of colour than the root concrete colour. These variations are not considered a defect but rather a desirable characteristic. Anthony Concrete Design Inc. reserves the right to decide whether holes are to be filled as part of the artistic process. Approved colour samples may vary from the finished product. The concrete fabricated for the order may differ in look and feel from any sample previously provided. Also, due to computer monitor variations and the various brightness and contrast settings, Anthony Concrete Design Inc. cannot guarantee that the colour sample in your computer monitor's product image will exactly match the colour in the physical world. Anthony Concrete Design Inc. has limited control over the outcome of each product and is therefore not responsible for replacing or repairing products due to these variations.

CHIPPING / SCRATCHING – Concrete is a very durable material but may chip if struck with another hard object. Scratches may form on your surface if a sharp or rough object is dragged across the concrete. Anthony Concrete Design Inc. is not responsible for repairing or replacing products that are scratched.

CRACKING – Cracks can form in concrete from stress, movement, shrinkage, weather (freeze-thaw), or abuse of the product. Hairline surface cracks may develop and are considered acceptable in the concrete industry. Anthony Concrete Design is not responsible for repairing or replacing products that have or develop hairline cracks.

STAINING – Our concrete has a sealer applied for water and stain resistance (left in its natural state, unsealed concrete is porous and will stain). After sealing, staining will still occur with highly acidic products left on the surface, such as lemon juice, vinegar, wine, tomatoes, and other harsh chemicals or cleaners such as acetone, ammonia, bleach, etc. All sealers used on our concrete products are designed to withstand normal use. Spills should be avoided or cleaned up promptly to prevent the concrete from staining and etching. Staining can also occur if the sealer is compromised (e.g. cutting on it or using abrasive cleaners/pads)

Please also see our "Warranty" documentation for natural concrete properties.

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Sizing

All thicknesses quoted for concrete elements are nominal, and no liability is accepted for reasonable variations of whatsoever nature.

Concrete is a very dense and heavy material by nature. Anthony Concrete Design Inc. reserves the right to determine each application's slab size and thickness and where seams/joints are deemed necessary.

SITE MEASUREMENTS

Once the templating and measuring are completed, any alterations or changes shall be in addition to and not included in the original quote between Anthony Concrete Design Inc., and the customers will assume the responsibility for these costs.

A representative must be present during templating/measuring to agree on all relevant details pertaining to the work to be carried out, such as finished heights, edges, placement of joints, etc.

FORM TEMPLATING & FABRICATION

Concrete fabrication will result in variances associated with natural shrinkage and warping of concrete elements during the curing process. Anthony Concrete Design Inc. will endeavour to the best of their ability to keep these tolerances to a minimum.

Any custom forms/moulds or custom items manufactured and paid for by the Customer are the property of Anthony Concrete Design Inc. and shall remain its property throughout the project and thereafter. The customer agrees that it does not have any ownership rights in or to such forms/moulds or custom items, nor shall the Customer be entitled to them whether or not the project is completed or cancelled for any reason.

The Customer also acknowledges that all drawings and/or electronic files which may accompany the product are and shall remain the property of Anthony Concrete Design Inc. and shall not be modified, reproduced or retransmitted in any form without its express written consent. While Anthony Concrete Design makes every effort to ensure drawings and/or electronic files are accurate and complete, the Customer should review the drawings and/or electronic files to ensure they are in accordance with the Customer's specifications and promptly notify Anthony Concrete Design Inc. of any inaccuracies. Anthony Concrete Design Inc. assumes no liability for any inaccuracies which are not brought to its attention before the product is manufactured.

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INSTALLATION

The customer is to provide free, uninterrupted floor and surface areas during the execution of work and have a representative onsite during delivery and installation. Anthony Concrete Design Inc. will undertake any business with the utmost care to customer properties, but it is recommended that the customer take reasonable steps to protect other items before installation to avoid any possible damage and allow a clear access route to the point of installation.

The contractor will provide equipment and assistance for offloading and moving the materials to the installation area. The installation area will be supplied with power (120V & 240V) as required for installation. The contractor will also provide garbage disposal. Unless specified, all labour is non-union.

SHIPPING

Products are typically shipped via Ground Service, and shipping costs and scheduling are determined by weight, quantity, and destination of the product. Products are delivered curbside by appointment, and the Customer will be contacted 24-48 hours in advance of delivery to notify them of the projected delivery window of time and to require the Customer to be present at the time of delivery. Anthony Concrete Design is not responsible for setting up this appointment. Missing a delivery may result in an extra delivery charge that must be paid by the Customer.

For any additional delivery requirements over and above the above-mentioned delivery process, Anthony Concrete Design Inc. recommends the Customer contact a local White Glove or Moving Company to fulfill these additional delivery needs.

Items shipped outside of Canada may be subject to customs, brokerage import or other tariff fees. The Customer is responsible for and shall pay all such fees.

Anthony Concrete Design Inc. is not responsible for any time guarantees in shipping and will not be responsible for any inconvenience or any monetary loss, penalty, or extra charge of any kind incurred by the Customer should delivery take longer than anticipated.

As with all deliveries, please thoroughly inspect the package/crate for damage BEFORE signing for the delivery. Although our products are concrete, they can be scratched or chipped if handled improperly on-site. Visual damage to the package/crate MUST BE NOTED on the Bill of Landing and reported to Anthony Concrete Design immediately.

The Customer is responsible for fully inspecting the product **IMMEDIATELY UPON DELIVERY** and reviewing the shipment for any damage and accuracy of materials ordered; and to notify Anthony Concrete Design Inc. in writing of any and all non-conformities so that Anthony Concrete Design can inspect, repair and/or replace the product in accordance with the provisions of this agreement. Anthony Concrete Design Inc. shall have no responsibility for any non-conformity in the product unless the Customer provides written notice to Anthony Concrete Design Inc. within 5 (five) days from the date of delivery.

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Save ALL packaging and products for the carrier to inspect (potentially at a later date) until further instructions are given. Photos of the damaged product(s) or a return of the damaged product(s) to Anthony Concrete Design Inc. may be required. If, upon delivery, it is clear that the product is damaged from the outside of the package/crate, please reject the shipment and contact Anthony Concrete Design Inc. within 24 hours to notify us of the situation.

If items must be left crated, the Customer must store them in a dry, moisture-free environment or risk damaging the finish.

QUOTATIONS

Quotations given are subject to change. The final price of the work quoted is based upon the information provided by the customer and is subject to any changes up to and including templating or measuring. Anthony Concrete Design will inform the customer in writing of any change in cost that may arise before proceeding with any work.

PAYMENT TERMS

A non-refundable deposit of 50% is required on acceptance of a product order, 40% is required prior to installation, and the remaining 10% is due upon completion of the project. For supply materials/shipped products, a 50% deposit is required to process your order, and a 50% payment is required prior to shipping or picking up the product. Orders will not be processed, and products will not be manufactured until the deposit is paid. Final products will not be shipped until the final payment is received. Anthony Concrete Design Inc. reserves the right to charge interest at the rate of 24% per month, calculated monthly, on unpaid balances. Anthony Concrete Design Inc. shall not be liable, either directly or indirectly, in respect of any death, injury, loss or damage arising from the creation, delivery and installation of the goods from any cause whatsoever, including but not limited to regular wear and tear, willful damage, negligence, misuse.

Anthony Concrete Design does not collect or remit U.S. Sales taxes. The purchaser must report and remit the sales tax.

CODES & CERTIFICATES

Anthony Concrete Design is not responsible for ensuring your project is code compliant with the Ontario Building Codes or other provincial or state codes.

Anthony Concrete Design is not responsible if your fireplace surround meets the WETT certification for wood-burning fireplaces.

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ACCEPTING YOUR QUOTATION VIA QUOTIENT, THE CUSTOMER HEREBY ACKNOWLEDGES THEY HAVE READ THIS AND UNDERSTAND THE WAIVER OF LIABILITY CONTAINED HEREIN.

The customer must notify Anthony Concrete Design Inc. of any claim based upon defect, quality, or failure to correspond to the description within 5 (five) business days of delivery. Under these conditions, Anthony Concrete Design Inc. shall be entitled to replace the goods in full or part free of charge or, at its discretion, refund the price of goods in full or part. Anthony Concrete Design Inc. shall have no further liability to the customer.

CANCELLATION

The customer may cancel this order in writing at any time. At the time of cancellation, a fair and reasonable price will be charged to the customer for all work in progress. Any money already paid will be refunded less the 50% non-refundable deposit and less any further charges for work in progress.