

General Terms and Conditions

Tandem Tile shall perform its work in substantial conformance with the plans and in a good and workmanlike manner.

Client warrants and represents that they know of no hidden, concealed or other conditions as to the property not disclosed to Tandem Tile previously by them that would make it more time-consuming, expensive or difficult for Tandem Tile to perform its obligations under the agreement. In the event any hidden, concealed or unforeseeable conditions are discovered on the property that were undisclosed to Tandem Tile prior to the agreement, the contract price and time for performance shall be adjusted to reflect the increased cost or time required by these conditions on a time and materials basis.

Tandem Tile warrants its work to be free from material defects for a period of **ONE YEAR** from the date of substantial completion of the work. Tandem Tile shall correct any material defects which are the fault of Tandem Tile and which are reported by Client to Tandem Tile during this one year period at Tandem Tile's expense. Tandem Tile shall not be responsible for repair or replacements of items caused by the acts or omissions of Client or others or resulting from abnormal use, wear or tear, or lack of proper care of the items by Client. Tandem Tile's duty to correct defects is conditioned upon Client's reporting the defect to Tandem Tile in writing within the one-year warranty period. The decision as to whether repair or replace an item shall be at the sole and exclusive discretion of Tandem Tile. Installation and correction work shall only be performed by Tandem Tile and others authorized by Tandem Tile Unless agreed upon by the parties in writing. Work done or subcontracted by Client without Tandem Tile's approval voids Tandem Tile's obligation to make repairs or corrections. **TANDEM TILE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, OF WHATEVER KIND OR NATURE, EXCEPT THOSE SPECIFICALLY CONTAINED IN THIS PARAGRAPH OR IN THE PROVISIONS BELOW NONE OF WHICH SHALL BE DEEMED TO EXTEND OR EXPAND THE WARRANTY CONTAINED IN THIS PROVISION.**

Tandem Tile and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement, excluding Tandem Tile's lost profits arising directly from this agreement.

Tandem Tile installs a wide range of materials to make its Clients' homes more enjoyable. That is why it is important that Clients familiarize themselves with the products that are going to be installed, so they can be sure the products are what they anticipated. Clients should always choose materials to be installed from a sample piece and never from a picture of the product. As most Clients have come to experience, Tandem Tile aspires to high standards of performance. If a Client's reasonable satisfaction is not met due to the fault of Tandem Tile, subject to the terms of the agreement, Tandem Tile will endeavor to promptly remedy the situation. If the Client is dissatisfied because of the Client's choice of material or the installation chosen to fit with the design intent, then any changes will be

made at the Client's sole expense, upon execution of a written change order agreed upon by the parties. All materials purchased by the homeowner or general contractor should be done so based on their own field measurements not on the measurements of Tandem Tile and Stone. All extra purchases needed will be the responsibility of the homeowner or General Contractor who originally purchased materials.

All Appliances that are being tiled under should be moved prior to the beginning of the project by a qualified appliance installer. If appliances are moved by Tandem Tile there may be an extra charge and Tandem Tile is not responsible for any damage to water, gas or electric lines servicing the appliance. Tandem Tile is not responsible for damage done to existing flooring, walls, ceilings, or other surfaces under normal equipment operation. Unless damage to a surface is material and was caused by an employee of Tandem Tile's clear disregard of known conditions, all damages will be the responsibility of the Client.

The Proposal together with these General Terms and Conditions constitute the entire agreement between the parties. No oral or written communication or negotiations that occurred before the execution of this contract will be considered to be part of this agreement. This contract may be modified only by written document signed by both the parties or by a written change order. This contract shall be governed by the laws of the State of Michigan. This contract is binding upon the heirs, representatives, successors, and assigns of the parties.

Notice Pursuant to Michigan Construction Lien Act, MCL 570.1114: Tandem Tile owner Steve DiGiuseppe is a licensed residential builder under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412, License No. 2101180098.