

LABOR AND WORKMANSHIP WARRANTY

THIS LABOUR AND WORKMANSHIP WARRANTY (the "Warranty") is dated this ____ day of ____ 2024.

CLIENT	CONTRACTOR
	Teakwood Flooring Corp.
Ottawa, ON	Stittsville, ON K2V 0J4
(the "Client")	(the "Contractor")

COVERAGE

The Labor and Workmanship for the Services provided and detailed in the **GENERAL SALES AND SERVICE AGREEMENT** is hereby warranted to be free and clear of defects for a period of **1 YEAR** from the date of final payment.

TERMS AND CONDITIONS

Warranty is subject to the following:

- Contractor has been paid in full for the labor and workmanship according to and detailed in the General Sales and Service Agreement.
- 2. This Warranty does not cover any damages to a person or property arising from the use of any equipment, products, or materials or any methods employed in connection with the work. Such claims would be covered by Teakwood Flooring Corp.'s Business Insurance Company Commonwell Insurance Group.
- 3. This Warranty stands null and void if any modifications or changes are made to the products or materials used in connection with the work without prior written consent of the Contractor.
- 4. This Warranty shall only be valid if all project close-out documents have been duly received by the Contractor.

EXCLUSIONS

The following causes/reasons are not covered under this Warranty:

- 1. Damage caused by negligence, intentional misuse, or failure to properly maintain the work.
- 2. Damage is caused by conditions beyond our control, such as, but not limited to, acts of God (Floods, Lightning etc.), Tornados, or Fire.

- 3. Any changes or modifications to the work performed by anyone other than the Contractors authorized representatives.
- 4. Damage caused due to Mold, Mildew or other Fungi.

CLAIMS

- All the claims under this Warranty must be submitted in writing within 30 Days of the defect becoming apparent.
- 2. The Claim should be accompanied by proof of purchase and must include photographic evidence of the defect.
- 3. The Contractor must be given a reasonable opportunity to investigate all claims and to remedy any defects found. Subsequently, the Contractor reserves the right to inspect the work in question and determine, in its sole discretion, whether the workmanship in defective.
- 4. The client understands that failure to give timely notice as set out in the clause will void the Warranty.

RESOLUTION

If in the event a problem with the work should arise, The Contractor will have reasonable time, not to exceed **30 Days**, to remedy the problem.

Replacement products or material, if required, will be new and of the same type, quality, and function as the original, unless otherwise mutually agreed.

NON-TRANSFERABLE

This Warranty is non-transferable and shall be void if the ownership of the property on which the work was performed is transferred to another party prior to the expiration of the Warranty Period.

GOVERNING LAW

This Warranty will be governed under the Laws of Ontario, The Ontario Consumer Protection Act, 2002, and the venue of any disputes arising over this Warranty shall be conducted in Ottawa, Ontario, Canada.



EVAN A. HAWKINS, C.E.T.

PRESIDENT/CEO

TEAKWOOD FLOORING CORP.



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