

TERMS & CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Products (Products) listed on our website www.modelliving.com (our site) to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

1. DESCRIPTION OF SERVICES

- 1.1. Model Living was developed for individuals and businesses. This is our full experience with customer support throughout the design and ordering process. This is more fully described at <https://www.modelliving.com/how-it-works>

Any policies, rules and fees posted by Model Living on the Site with respect to its Services are hereby incorporated into these Terms.

2. YOUR STATUS

By placing an order through our site, you warrant that:

- 2.1. you are legally capable of entering into binding contracts;
- 2.2. you are at least 18 years old; and
- 2.3. you have read and understood the guidance on our site as to how orders should be made; and
- 2.4. you are resident in the United States or Canada.

3. WEBPAGE CONTENT

All content of this website and its pages are for your general information and use only. It is subject to change at any time without notice.

You are aware that there may be inaccuracies or errors and Model Living will not be liable for these inaccuracies or errors to the fullest extent permitted by law.

Your use of this website is at your own risk and Model Living shall not be held liable.

This site may link to other websites that provide information for the user; however this does not mean that Model Living endorses that site. Model Living does not have any control over these sites and they are intended for informational use only.

You may not create a link to this website from another website without prior written consent from Model Living.

Your use of this website is subject to Ontario provincial laws. The entire liability of Model Living and its suppliers for any and all reasons shall be limited to the amount actually paid to Model Living. In no event shall Model Living be liable for any indirect, incidental, consequential or special damages.

4. DESIGN SERVICE POLICIES

Model Living offers a free design service to all our clients. We will help you design your project free of charge; however it is the customer's responsibility to verify all designs before making any purchases. Model Living does not guarantee or take responsibility for any designs. All designs are based on customer preferences. Our professional designers have been trained to help you with your project to the best of their knowledge. The design service is 100% FREE. There are no hidden fees or binding obligations. You do not need to fill out any credit card information; we just need your name, email address, and phone number to get started.

All designs are recommendations based on the information that we are given. All information must be submitted in writing, not verbally. By checking out and purchasing cabinets, the customer acknowledges that they have approved everything listed in the quote provided by Model Living. If an order is received and the customer does not like the design, Model Living will not be responsible to provide new cabinets.

5. ORDERING POLICIES

If you use Model Living, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept all responsibility for all activities that occur under your account. You must be of legal age to make any purchases on the Model Living website. You agree that all information that is entered into the system is true to the best of your knowledge. Model Living reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

5.1. Price & payment

5.1.1. Unless otherwise indicated, all dollar amounts mentioned on this web site are expressed in either USD or Canadian Dollars.

5.1.2. The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

- 5.1.3. Product prices & delivery charges sales tax.
- 5.1.4. We have a minimum order value of \$1,200 for complete kitchen orders. This is due to the manufacturing process of making each kitchen to order. Please note that small orders for extras for existing kitchen orders and front package samples can still be ordered through the website.
- 5.1.5. Product prices and delivery charges are liable to change at any time. Model Living cannot change the prices or amount due on products that have been already paid for and are scheduled to be delivered.
- 5.1.6. Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it.
- 5.1.7. If the pricing error is obvious and unmistakable and could have been reasonably recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

5.2. Order

- 5.2.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Product(s) subject to these terms and conditions. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (Dispatch Confirmation). Orders are reviewed by Model Living before a Dispatch Confirmation is shared and revisions may be proposed by Model Living to ensure a correct solution is offered. Revision proposals will be shared by Model Living before a Dispatch Confirmation is shared. The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.
- 5.2.2. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

- 5.2.3. All online orders are final. It's the responsibility of the customer to verify the offer and to make sure that everything is correct. Please verify your items before placing your order. All online orders from Model Living are custom orders so we DO NOT accept order cancellations or returns. Model Living will not hold orders once they are placed. You will be required to accept the delivery in the normal time period.
- 5.2.4. If for any reason an item is out of stock, you will be notified via email with the item's backorder status. Due to the rapid pace of our industry, the availability of our current products is constantly changing. Some vendors will discontinue a product that we are not aware of, thus forcing us to refund your order. If the site displays the item IN STOCK, yet we are unable to fulfil the order, we will do everything we can to meet your order needs.
- 5.2.5. Model Living is not responsible for pricing, typographical or other errors in any offer by Model Living and Model Living reserves the right to cancel any orders arising from such errors.
- 5.2.6. Products may be modified or discontinued at any time, without notice to customer. In addition, understand and acknowledge that some minor design changes may be made during the manufacturing process.
- 5.2.7. You may find that you need to add items to your kitchen order, for example if you have extended your kitchen or if you have missed something. Whilst we will endeavour to keep lead times to a minimum, please be aware that a standard lead time may apply.

5.3. Order Payment

- 5.3.1. All orders must be paid in full in order to be processed. Once the order has been sent to production the design is final and there are no refunds. A Dispatch Confirmation email will be sent to the customer after the order is received and credit card authorization is approved.
- 5.3.2. Model Living accepts Visa, MasterCard, Discover, American Express, PayPal, PayPal Credit and Affirm financing. No cashier's checks, personal checks, business checks, or money orders will be accepted.
- 5.3.3. Any amendments to orders that require an additional payment will be taken from the card details originally provided. If we are unable to do so, we will contact you for the additional payment.

- 5.3.4. All approved refunds will take approximately 5-10 business days to reflect back on the credit card. All refunds will be issued to the original form of payment.
- 5.3.5. Orders may be subject to tax. For purchases where sales tax is applicable, you will see the tax calculated on the order proposal. In addition, some states in the United States may require you to file Use Tax for online purchases. Check with your local taxing authority for additional details.

6. PROMOTION POLICIES

All sales, promotions, and coupon codes are subject to change without notice and only available on new purchases through the Model Living website. Offer cannot be applied to previous purchases or combined with any other offer; additional exclusions may apply.

Sale promotions and coupon codes may have limit restrictions depending on the promotion. Certain minimums may be required for the coupon code to be valid.

7. THIRD PARTY SELLERS

- 7.1. Please note that some of the Products belong to third party sellers. In some cases, we accept orders as agents on behalf of those third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.
- 7.2. We shall not be liable for any losses that result from the failure of third party Products to perform or where such Products are defective. We will however, transfer to you such rights as we have against such third party sellers and, so far as we are able, without incurring any costs, we will assist you in rectifying the situation with the third party supplier.
- 7.3. We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that Products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller.

8. CONTRACTOR PROGRAM POLICIES

Contractor program is for licensed contractors and remodelers that are involved directly in the kitchen and bath industry. All applicants will be required to provide proof of active business entity to be considered for the program.

Model Living reserves the right to determine eligibility of all applicants based on the information provided.

Model Living reserves the right to change any or all details of the program at any time, without prior written notice. Contractor accounts may also be subject to reclassification at any time. Any questions regarding terms, conditions or eligibility may be submitted to (hello@modelliving.com).

Not to be combined with other general advertised promotions. Advertised promotions will not apply to the contractor customer groups, unless otherwise specified.

All customer groups including contractors are subject to all other general terms and conditions.

9. SHIPPING POLICIES

- 9.1. Model Living reserves the right to change the free shipping promotion requirements at any time prior to purchase. Free shipping is currently available for orders above \$4,999. Orders less than \$4,999 will incur a delivery fee based on the number of items. The delivery fee will be indicated in your quote before placing your order.
- 9.2. Shipping charges are applied to all hardware orders unless communicated differently by Model Living.
- 9.3. Sample packages receive free ground shipping.
- 9.4. Someone at least 18 years of age must be present to accept the cabinets.
- 9.5. Customer must have an area ready to accept the cabinets that is clean, dry and able to fit all the cabinets. The trucking companies will not help clear space for the cabinets.
- 9.6. The driver will not unpack the cabinet boxes due to time restrictions; however if a cabinet box appears to be damaged you may ask to remove the cabinet from the box for further inspection. The driver is not responsible to haul away any trash.
- 9.7. Model Living will ship all orders in the timeliest manner possible, however is neither responsible nor liable for any delays in the shipment of your product

due to manufacturing delays or any other unforeseen delays that are out of Model Living's control.

- 9.8. Some items are shipped using a third party shipping company (USPS, FedEx, National Freight Carrier, etc.) that is not affiliated in any way with Model Living. Only the necessary customer information will be provided to the shipping company. All products are shipped to one customer and to one location in the United States or Canada.
- 9.9. Deliveries include ONE attempt by the shipping company to deliver the product to the consumer. All shipping notifications will be sent via email. If for any reason the customer is unavailable to accept the order and the product is undeliverable under any circumstances, the customer will be responsible for any extra shipping and handling charges.
- 9.10. Delivery to your address may be limited by location or other circumstances. We reserve the right to change delivery methods and/or carriers. If a scheduled delivery cannot take place due to weather, truck issues etc., the delivery agent will call and reschedule. Model Living is not responsible for lost time or wages due to a shipment being delayed.
- 9.11. Model Living will ship anywhere in Ontario, Canada and the United States that has normal access and does not require special handling to reach the site. All products can be shipped to businesses with or without a loading dock, residences, and construction sites.

10. DELIVERY & SHIPPING POLICIES

Model Living offers an in-home delivery service that will allow our customers to enjoy the luxury of a first-class delivery made directly to their home.

- 10.1. Lead time and shipping of the order is depending on the end destination and material of the fronts and will be stated in the order. Longer delivery times can be expected during all public holidays.
- 10.2. The customer is responsible for providing the correct shipping address and ensuring that it appears correctly on the approved order confirmation. Any additional transport costs incurred from an incorrectly stated delivery address are the sole responsibility of the customer.
- 10.3. The customer is responsible for checking the ordered products can enter the required room of your choice. The offer details must reviewed before signing off.
- 10.4. Address changes for order delivery are allowed up to but if the delivery address is changed last minute there may be additional charges. In order to

change the address for the delivery of your order, please notify our customer service team as soon as possible and we will update our delivery partner.

- 10.5. When ordering additional products, delivery can take place in several stages. This will be clarified when the order is placed. At the time the order is placed, the customer will be informed of the shipping and the possible delivery costs.
- 10.6. All cabinet orders that consist of 5 cabinet boxes or more will be delivered via the Standard In-Home Delivery service. Model Living will determine if the order contains 5 cabinet boxes or more.
- 10.7. Delivery dates are not guaranteed and we will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.
- 10.8. The customer will be alerted via email once the cabinets have shipped from the manufacturer and are in transit to the final mile terminal that will be making the in-home delivery.
- 10.9. If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments.
- 10.10. If you are located in an apartment building or walkup with no access to a freight elevator and require cabinets to be delivered directly to your space, please let us know before placing the final order. There may be additional charges.
- 10.11. Additional fees will be calculated and displayed before placing your order if your delivery location is outside our standard service area or has additional restrictions and requires custom delivery not offered in the standard in home delivery. Special cases include but are not limited to: ferry or bridge toll, located in remotely rural area that our normal service doesn't cover, densely urban areas, and elevator access.

Restricted home delivery access will have additional charges and may require extended lead times for delivery based on your location circumstances and available delivery agent.

If you have questions about your delivery location please call Customer Service. If you place an order and we determine the area is not serviced by our standard in home delivery we will contact you at that point to give you a quote.

10.12. Order Delivery

- 10.12.1. In certain circumstances where Products are provided by third party sellers they are responsible for delivery of those Products. We shall not be liable for any delay or failure of delivery in these circumstances.

- 10.12.2. Once the cabinets have been received by the terminal, you will receive a call or email to arrange the in-home delivery. The delivery agency will not schedule a delivery appointment nor have record of the delivery until they have physically received the cabinets. The delivery agent will reach out to you and provide a date of first available delivery with a delivery window. We advise you not to book an installer before our shipping partner has reached out and confirmed the expected delivery date.
- 10.12.3. The customer will have 7 calendar days to accept the delivery from the date they are contacted for scheduling. Customers that do not accept the order in 7 calendar days are responsible for daily storage fees.
- 10.12.4. For the safety of the delivery team, we require them to wear safety footwear when delivering your kitchen. Please make any necessary arrangements to protect your flooring, prior to your kitchen arriving. Please also make sure to provide a clear pathway for the delivery team to move the products through your home if required.
- 10.12.5. Upon delivery of the Products you are responsible for inspecting the Products and reporting to us within 7 days of any alleged defect, fault or error before the Products are used or fitted. We shall have no liability for any claim in respect of an alleged defect, fault or error which would be apparent on inspection before use or fitting. The delivery team will not open the boxes unless there appears to be external damage that needs to be inspected. The delivery team is not responsible to stay while you open all the boxes.
- 10.12.6. The goods are packaged in cardboard or plastic protection and are placed on wood pallets to protect the products during transportation. It is the responsibility of the customer to dispose of these materials.

11. RECEIVING POLICIES

- 11.1. **CHECK YOUR ORDER TO MAKE SURE IT IS COMPLETE.**
You are responsible to check and make sure that all items on the order sheet/packing list are delivered by the shipping company.
- 11.2. All missing and visibly damaged items must be clearly marked on the driver's paperwork. Make sure to get a copy of the Bill of Lading that includes both the driver's and the customer's signature.
- 11.3. The bill of lading (driver's paperwork) indicates the number of cartons, not necessarily the number of items. You must check that all items on the order have been received before you sign the paperwork.

- 11.4. After all boxes are received, sign off on the driver's paperwork. Once the customer signs off that all cabinets are received, Model Living will not be responsible for missing items.

12. DAMAGES/DEFECTS POLICIES

- 12.1. Please inspect all unconcealed packaging for visible damage in the presence of the carrier representative, they will not wait for you to open every box. If you detect any visibly damaged or defective items from the shipment, you must notify in writing on the Bill of Lading (driver's paperwork) in front of the carrier and report the issue to Model Living immediately via email (hello@modelliving.com).
- 12.2. Model Living is not responsible for loss or damage that occurs during shipment after you give the carrier a clean receipt. All damages that are caused during the delivery process are not covered under the warranty.
- 12.3. All unconcealed damaged items must be reported on the bill of lading (driver's paperwork) at the time of delivery. No claims will be allowed without the proper paperwork signed by both you the consumer and the carrier representative.
- 12.4. All concealed damaged items must be reported within 7 days after the product has been delivered. Concealed damage is defined as damage found after cabinetry has been unpacked and delivery agent has departed. All claims then must be reported to Model Living via email (hello@modelliving.com) by sending the info regarding the issue and pictures showing the damage. Clear photos showing the damage or defective items will be required to process any claim.
- 12.5. IF THE CABINET OR CABINET ACCESSORY HAS ALREADY BEEN INSTALLED WE WILL NOT ACCEPT THE CLAIM OR REPLACE THE CABINET. Photos must be taken before the cabinets or parts are installed.
- 12.6. All products verified correctly as defective will be shipped at no charge.
- 12.7. If you have any questions or concerns, please contact us at 1-888-890-2815.

13. REPLACEMENT ORDER

All processed claims will ship as soon as possible (pending on production capacity). Exact lead time will be communicated by our Customer Service team. Claims must be submitted to our Customer Service team for review with the appropriate photos and details.

All replacement orders will ship via tailgate delivery through a third party (LTL, Saia, or FedEx). The carrier will NOT bring the cabinets into the home or remove material. The customer will be responsible to unload the cabinet boxes. Some restrictions may apply.

14. CABINET REPLACEMENT

Replacements still need to go through production since the cabinets, as well as cabinet parts and accessories, are not stock items. See "replacement order" for more information.

Model Living will replace only the parts of the cabinet that are damaged. If only a door or drawer needs to be replaced, we will not replace the entire cabinet. Model Living is not responsible for the assembly of the new part. Model Living is not responsible for any additional fees incurred.

15. RETURN / CANCELLATION / MISTAKE POLICIES

NO RETURNS on kitchen cabinets or cabinet parts and accessories. Model Living's products are made and produced to order. The order is initiated as soon as payment is received, after which you cannot return your order or receive any refunds.

Model Living does not accept cancellation of orders or accept any returns, so please review all orders carefully.

We offer free design services to help the customer buy with confidence; however we do not accept any design related responsibility. If a mistake is made during the checkout process, you may contact Model Living via email at hello@modelliving.com immediately to try and resolve the issue; however Model Living reserves the right to deny any requests.

15.1. We reserve the right to cancel the Contract between us if:

- 15.1.1. we or our suppliers have insufficient stock to deliver the Products you have ordered or such Products have been discontinued;
- 15.1.2. we do not deliver to your area; or
- 15.1.3. one or more of the Products you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our supplier.

15.2. If we do cancel your Contract we will notify you by e-mail and will re-credit your account by any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be liable to pay any additional compensation for disappointment suffered.

15.3. When we or our suppliers have insufficient stock to deliver the Products you have ordered or such Products have been discontinued we reserve the right to provide substitute Products to you of the equivalent quality and price at our discretion instead of exercising our right to cancel in condition 15.1 above.

16. GENERAL HARDWARE POLICIES

- 1.1. Hardware ships in 1-10 business days via FedEx, UPS, or Canada Post ground shipping. Shipping charges are applied to all hardware orders unless communicated differently by Model Living. If Model Living does not have the items in stock we will have it shipped directly from the manufacturer to the customer. This can add an additional 1-10 business days to the overall shipping.
- 16.1. Sometimes items are discontinued by the manufacturer and Model Living is not notified. If you order an item that was discontinued, Model Living will refund your entire purchase and you will be notified via email. Customer does not need to be home to accept the delivery.

17. SAMPLE PACKAGE POLICIES

Sample packages are \$25 + tax and can be requested at any time (includes FREE ground shipping). All packages are redeemable if cabinetry is ordered. Sample package orders placed before 3pm EDT ship out the same business day via USPS, FedEx, or Canada Post ground shipping. Customer does not need to be home to accept the delivery. Once an order has shipped you cannot cancel the order.

18. WARRANTY POLICY

Model Living warrants all materials and workmanship in our cabinetry, to be free of defects, to the original purchaser at the initial site of installation. Model Living's obligation is on defective components and those other components integrally associated with it. We are proud to stand behind our quality products and are therefore offering our customers a Limited Lifetime Warranty ("Warranty").

- 18.1. Model Living Warranty breakdown:
 - 18.1.1. **A lifetime warranty** is provided for drawer glides and door hinges supplied in Model Living Cabinets, under normal use.
 - 18.1.2. **A five year warranty** is provided on the material and workmanship in the construction of our cabinetry, cabinet doors and the finish on our doors and parts. Damage from normal wear and tear, misuse, abuse, negligence, improper storage, handling, cleaning, yellowing, fading, patina, staining, excessive heat, water penetration or force majeure, are the responsibility of the purchaser.
 - 18.1.3. **A one year warranty** is provided for cabinetry and all associated parts provided for commercial and rental use.
 - 18.1.4. **A one year warranty** is provided for handles, accessories, and other items supplied by Model Living but manufactured by other suppliers.

- 18.2. This warranty does not apply to any defect in the Products arising from:
- 18.2.1. Fair wear and tear;
 - 18.2.2. Improper handling, storage, installation, assembly, cleaning, testing, modifications or alterations to the product, extreme temperatures, intentional damage, fire or water, acts of nature, harsh abrasive chemicals, accidental misuse, abnormal physical stress, abuse, neglect, negligence, accident, or normal wear and tear;
 - 18.2.3. Environmental influences such as water, humidity absorption, mold, UV rays, light exposure or extreme temperature;
 - 18.2.4. If you use the Products in a way that we do not recommend;
 - 18.2.5. Your failure to follow our instructions;
 - 18.2.6. Any alteration or repair you carry out without our prior written approval; or
 - 18.2.7. Any incorrect instructions or plans submitted by you on our site to enable us to provide the Products.
- 18.3. Some designs that are manufactured in natural and special materials may vary in expression from item to item and exhibit subtle changes over time. We cannot guarantee that the finish of your product is fully identical with a sample product and showroom model. These variations are considered natural and are not covered under the Model Living warranty program.
- 18.4. When placing an order for a painted kitchen please be aware of the following:
- 18.4.1. Due to the bespoke nature of a painted product, it is not possible to cancel or return orders once they have entered the production stage or have been delivered.
 - 18.4.2. Although we strive to maintain consistency, for a bespoke painted product there will be batch to batch variances and we cannot guarantee an exact colour match between orders.
 - 18.4.3. Bespoke painted products are susceptible to cracking along joints.
 - 18.4.4. The paint colors on our sample doors are indicative of the colors in our bespoke painted product line but may not be exact due to batch variances mentioned above.
- 18.5. Model Living cannot guarantee that appliances purchased from third-party providers can be integrated into your kitchen.
- 18.6. All warranty claims MUST be made via our Customer Service team (hello@modelliving.com) and must have pictures along with a detailed description of the defects.

19. OUR LIABILITY

19.1. Subject to clause 19.4, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 19.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

19.2. Subject to clause 19.4, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:

19.2.1. Loss of income or revenue;

19.2.2. Loss of business;

19.2.3. Loss of profits;

19.2.4. Loss of anticipated savings;

19.2.5. Loss of data; or

19.2.6. Waste of management or office time.

However, this clause 19.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 19.2.1 to 19.2.6 inclusive of this clause 19.2.

19.3. We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purpose, and we have no liability to you where Products are used other than for domestic and private use.

19.4. Nothing in this agreement excludes or limits our liability for:

19.4.1. Death or personal injury caused by our negligence;

19.4.2. Fraud or fraudulent misrepresentation;

19.4.3. Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

19.4.4. Defective Products under the Consumer Protection Act 1987; or

- 19.4.5. Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 19.5. Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.
- 19.6. You are responsible for installing the Products in your property and we will not be responsible for any damage caused to the Products or your property arising during the course of installation.
- 19.7. Where kitchen unit carcasses are ordered by you and manufactured to your specific measurements we accept no liability where you have failed to allow adequate room for ventilation or ordered incorrect sizes.

20. PROPOSITION 65

Proposition 65 requires businesses to provide warnings to Californians about exposures to chemicals that can cause cancer, birth defects or other reproductive harm. These chemicals can be in purchased products, in homes or workplaces, or released into the environment.

Formaldehyde gas is listed as a carcinogen on the Proposition 65 list and it is found in small amounts in all wood products. It is also used in making resins and adhesives for some composite wood products such as plywood, particleboard, and MDF that are used to manufacture cabinets. Small amounts of residual Formaldehyde can also be found in some paints, lacquers, and other coatings used on cabinets. Most of the formaldehyde from cabinets is off-gassed during the manufacturing process but trace amount may still be present.

Wood dust is also listed as a carcinogen and exposure can occur during installation of cabinets from drilling and cutting wood.

21. ENTIRE AGREEMENT

- 21.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 21.2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Any changes to the specification of the Products or variations to the contract or these terms and

conditions that you agree with our authorised employees or agents will only be binding if recorded in writing and signed by a director of the company.

21.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

21.4. Nothing in this clause limits or excludes any liability for fraud.

22. GOVERNING LAW AND JURISDICTION

By using any Model Living services, you agree that the laws of Ontario, Canada, without regard to principles of conflict of laws, will govern these conditions of use and any dispute of any sort that might arise between you and Model Living. All disputes will be filed in Toronto under Ontario Provincial Law. All disputes must be mailed to 141 Bathurst St Unit 101, Toronto, ON M5V 2R2. All emailed disputes will not be responded to.

23. CHANGES TO THESE TERMS

23.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

23.2. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).

24. LINKING TO THE SITE AND SOCIAL MEDIA FEATURES

By providing your contact details to Model Living, you will be indicating to us your consent for us to contact you by email and SMS to let you know about your order delivery or offers/promotions, which may be of interest to you, unless you indicate an objection to receiving such messages. You can also unsubscribe from marketing email communications from within our emails.