

TERMS AND CONDITIONS

Estimate and Proposal: North Star Stone, Inc. (hereinafter referred to as "North Star") offers to furnish you (the "Purchaser") with the materials and arrange for their delivery and installation as specified on the first page of this contract (hereinafter referred to as "Contract") and on attached sketches and specification sheets, which are incorporated herein, for the total price shown and any additional agreed upon charges as provided elsewhere herein. Acceptance of this Contract shall not be effective until a fully signed and initialed copy is received by North Star.

Delays in Installation: This Contract is not entered into with any "Time Of The Essence" conditions or understandings between the parties. North Star is not responsible for delays in delivery of materials or installation due to weather, fire, strikes, shortages, war, government regulations, or any other causes beyond North Star control or due to the fault of others. Any repair by North Star of damage by others, or down-time due to delays by others, will be charged as an extra at North Star's standard hourly rates without further notice.

Rubbish and Recyclables: The Contract price reflects that North Star will take possession of and responsibility to remove and dispose of all materials, including all recyclable materials.

Variations and Fading: Purchaser understands that the materials installed will vary in color from the sample materials provided by North Star to Purchaser. Some variations may be minor and some may be significant, but North Star shall not be responsible for variations of any kind. Purchaser understands that materials installed will fade over time, and such fading is not covered by any warranty.

Oral Agreements and Changes in Proposal: Purchaser understands and agrees that no oral agreement exists between the parties. All terms and conditions between the parties have been reduced to writing and are contained in this Contract. No Contract terms or conditions can amended unless such amendment is accepted in writing by Purchaser and North Star.

Permits: Purchaser authorizes North Star to obtain any permits as may be necessary for work to be performed, at the Purchaser's expense.

Job Access: Purchaser shall provide North Star with reasonable and convenient access to all areas of the property necessary to perform the required work, including storage of materials and placement of vehicles and equipment.

Insurance and Bonding: North Star is fully licensed, bonded and insured with standard coverages. North Star shall provide Purchaser with one certificate of insurance upon request.

Payment: Purchaser agrees to pay North Star the Contract price set forth on page one (1) hereof, which includes the price of materials and labor as more specifically detailed on page one (1), and will also pay North Star any costs, charges, or extras due to hidden or latent conditions, or requests by the Purchaser. Purchaser shall pay to North Star a 2.5% per month service charge if Purchaser fails to pay the full balance due upon completion of work. Purchaser understands and agrees that he/she will be responsible for reasonable fees and costs of litigation related to enforcement or collection of payment, including but not limited to costs of filing and release fees and reasonable attorney's fees and interest.

Personal Property: North Star performs quality work in a neat manner and attempts to clean all work areas upon completion and attempts to avoid any damage to flooring, roofs, driveways, yards, landscaping, personal property, fixtures, especially during delivery of materials and dumpsters. However, Purchaser understands that he/she is responsible for removing and/or covering all personal property contained in all property areas including but not limited to interior of the house, attic, driveway, garage and yard. Purchaser understands that special care should be taken with respect to pictures, wall hangings, fixtures and other items which could fall or be damaged by vibration. North Star uses plastic barriers to protect personal property and areas of the property from dust, small debris, mortar and Dryvit dust, but is not responsible for any damage caused by any of the foregoing, or any resulting clean up. North Star is not responsible for any damage to or clean-up of the exterior or interior of house due to debris falling, nor is it responsible for nail pops or cracks resulting from its work. Furthermore, although North Star will attempt to protect surfaces and items, North Star is not responsible for damage to any areas of the property, including but not limited to Purchaser's floors, siding, gutters, driveway, yard, conduit, H.V.A.C., speaker wires, alarms, control units and attics. North Star is not responsible for hidden items which may be damaged. Purchaser expressly agrees to hold North Star and its agents and assigns harmless for any and all damage and/or other occurrences to all items stated in this paragraph.

North Star Initials

Purchaser Initials

Conditions: Purchaser understands that North Star cannot verify the condition of the electrical, plumbing, carpentry, siding, underlayment, roof deck, sheathing, or other components of the residence, until North Star removes the existing siding, shingles or other applicable materials. If North Star must install any missing plywood or replace any deteriorated and/or broken plywood, decking or sheathing, or replace or modify any of the foregoing materials, Purchaser understands and agrees that the Contract does not include the costs of such extra work. If such conditions are discovered, Purchaser will be billed separately for such work and materials and agrees to pay for the work as an extra work order, based upon unit pricing and North Star's standard hourly rates. If North Star does not regularly perform the required work, Purchaser will retain its own contractor to perform such work. Labor and materials related to gutters or down spouts that need to be moved or reconfigured are not included in the Contract. Flashings are presumed to be in working order.

Hazardous Substances: North Star's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substances, and it may discontinue work and remove its employees from the project until any hazards connected therewith are addressed to North Star's satisfaction.

Fumes: North Star is not responsible for sickness or any discomfort resulting from fumes or odors during the period of North Star services.

Time Off Work: North Star is not responsible for any work time or wages/money lost by any party related to North Star's obligation under this Contract.

Jurisdictions and Choice of Law: Any and all controversies or claims arising out of or relating to this Contract or breach thereof shall be brought in the court of Lake County, State of Illinois, and shall be governed by the laws of Illinois.

Exclusive Remedy: Purchaser understands and agrees that the limited warranties provided by North Star shall be the Purchaser's exclusive and sole remedy with respect to the products, services, sale, materials and installation or the work performed in connection with this Contract.

LIMITED WARRANTY: North Star warrants the work against (a) defects arising out of faulty workmanship for a period of two (2) years from the date of installation, and (b) latent defects in the products manufactured by it for a period of five (5) years from the date of installation, and both subject to the terms and conditions set forth herein. North Star's obligation under this warranty shall be limited to repair or replacement, at its option, of the faulty products or workmanship. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF NORTH STAR, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, GOOD WORKMANSHIP, MATERIALS, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF THE PURCHASER. THIS WARRANTY SPECIFICALLY EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECTIVE WORKMANSHIP OR BREACH OF WARRANTY. North Star shall not be obligated to remedy any defects when otherwise required pursuant to this warranty unless and until Purchaser notifies North Star in writing of the defect and then only if such notification is made before the expiration of the applicable warranty period. This warranty shall be null and void as to any particular defect if Purchaser performs repairs in respect to such defect without receiving the prior written consent of North Star. This warranty is not assignable, and any attempted assignment shall render it null and void. This warranty does not cover ordinary wear and tear (including weathering and oxidation), damage due to misuse or neglect, negligence of a party other than North Star, Acts of God, fire or failure to provide proper maintenance. This warranty does not cover items that have been modified or repaired by Purchaser or any work or items that are installed or constructed by Purchaser, its agents or independent contractors.

Consumer's Rights: North Star has provided Purchaser with a pamphlet entitled "Home Repair, Know Your Consumer Rights", which is attached hereto. By law, North Star must receive a signed and dated "Consumer Rights acknowledgement Form" before North Star can accept or schedule any work. The required form is contained in the pamphlet.

North Star Initials

Purchaser Initials