KB Restoration / Khan Brothers Construction Inc.

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KB RESTORATION — TERMS & CONDITIONS

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1. About These Terms

- These Terms & Conditions are general information about how KB Restoration provides its services.
- They are a separate document from the KB Restoration Service Contract (Restoration Service Agreement & Work Authorization).
- Viewing or downloading these Terms & Conditions is not signing or accepting a contract, permission to enter a property, authorization to begin work, or authorization to collect payment.
- If these Terms & Conditions differ from a signed Service Contract, the signed Service Contract and applicable law govern.

2. Scope of Services

- KB Restoration provides property restoration, emergency mitigation, water damage cleanup, structural drying, fire and smoke restoration, mould remediation, demolition, reconstruction, and renovation services.
- The specific scope, pricing, and schedule of each project are described in a written estimate and the signed Service Contract.
- Work is authorized in separate stages: (1) inspection and assessment; (2) emergency water extraction and mitigation; (3) structural drying and demolition; (4) reconstruction and repairs; and (5) additional work by written change order. Only the stages the customer authorizes in writing will be performed, except where applicable law permits otherwise.

3. Emergency Restoration

- Emergency services may include water extraction, structural drying, dehumidification, cleaning, containment, and removal of damaged materials to limit further damage.
- Emergency work is performed only after the customer specifically authorizes it.
- The company uses reasonable professional care and applicable safety procedures.

4. Estimates, Additional Work and Change Orders

- Written estimates identify the agreed scope of work and charges.
- Any additional work or change in scope, price or schedule is explained to the customer and recorded in a written change order approved by the customer before that work begins.
- Ontario consumer protection rules on estimates and price increases are respected.
- The restoration job checklist is a work tracking and completion record only and does not authorize any work.

5. Insurance Claims and Deductibles

- KB Restoration may help customers by providing estimates, photographs, moisture readings, invoices, and supporting documents for insurance claims.
- Insurance coverage, claim approval, and payment amounts are decided by the insurer under the customer's policy. KB Restoration does not guarantee insurance approval or payment.
- The customer remains responsible for properly authorized work under the agreed payment terms, including any deductible and amounts the insurer does not pay, subject to applicable law.
- Deductibles are shown openly on invoices and are never waived, hidden or offset through inflated or false pricing.
- An insurance estimate, approved scope or supplement does not by itself authorize additional work.

6. Insurance Communication

- KB Restoration communicates with a customer's insurer or adjuster only with the customer's written authorization, such as the optional Insurance Communication Authorization in the Service Contract.
- That authorization is limited to the named claim, may be withdrawn in writing, does not guarantee that the insurer will share information, and does not transfer the customer's claim or legal rights.

7. Customer Responsibilities

- Customers should provide reasonably safe access to the work area, and the electricity and water needed for authorized work.
- Customers should disclose known hazards, including asbestos, mould, structural damage, or electrical risks, and protect or identify valuable and fragile belongings.
- Where drying equipment is installed, customers should keep it running and in place unless KB Restoration advises otherwise or immediate safety requires it.

8. Payment Terms

- Total price or pricing method, HST, deposit, progress payments and milestones, final balance, and payment due dates are stated in the signed Service Contract and written estimate.
- No interest, late-payment charge, cancellation fee or collection cost applies unless it is written in the Service Contract or estimate, agreed by the customer, and permitted by law.
- Secure payment authorization may be completed separately through KB Restoration's approved payment processor. KB Restoration never asks for full card numbers, expiry dates or security codes on its contract or forms.

9. Cancellation and Consumer Rights

- Cancellation rights are not the same for every customer. They depend on whether the customer is a consumer (an individual acting for personal, family or household purposes) or a business, and on where and how the agreement is made.
- For a consumer agreement made at the customer's home or anywhere other than KB Restoration's business premises, the Consumer Protection Act, 2002 (Ontario) allows cancellation within 10 days after the customer receives a written copy of the agreement, without a reason. Other rights may apply, including if performance does not begin within 30 days after the agreed commencement date. After a valid cancellation, refunds are due within 15 days.
- If a customer asks for emergency work to begin during the cooling-off period, any amount payable after cancellation is limited to what the law permits.
- The Consumer Protection Act, 2002 is the Act currently in force. The Consumer Protection Act, 2023 applies only once proclaimed in force.
- Nothing in these Terms & Conditions limits or waives a customer's statutory rights.

10. Workmanship and Liability

- KB Restoration performs authorized services with reasonable care, skill, and workmanship and is responsible for loss caused by its negligence.
- Pre-existing damage and concealed conditions are documented with photographs and communicated where practical.
- Nothing in these Terms & Conditions excludes liability or legal remedies that cannot lawfully be excluded. Any workmanship warranty will be stated in writing separately.

11. Records and Privacy

- KB Restoration collects contact information, property photographs, moisture readings, estimates, invoices, and job records for service, administrative, insurance, and legal purposes, and handles personal information under applicable Canadian privacy law, including PIPEDA where it applies.
- Customer information is not sold. It is shared with insurers, subcontractors, or service providers only where authorized or permitted by law.
- Customer photographs are not used for public marketing without separate consent.

12. Dispute Resolution

- Customers are encouraged to raise any concern with KB Restoration in writing first, using the contact information above, so it can be resolved promptly.
- This does not limit a customer's right to complain to Consumer Protection Ontario, use Small Claims Court, or use any other legal remedy available by law.

13. Governing Law, Updates and Contact

- These Terms & Conditions are governed by the laws of Ontario and the applicable laws of Canada.
- KB Restoration may update its public Terms & Conditions. Updates do not change an existing signed agreement without the customer's consent or other lawful authority.
- Questions may be sent to KB Restoration using the contact information above.

These Terms & Conditions are general information and are not a signed contract.

End of Terms & Conditions