

Terms and Conditions

Quote	The contractor/representative for your area must prepare a detailed estimate for you, covering all aspects of the requested work. The contractor/representative must fully and carefully describe all tasks to be performed before the work begins. If any aspects of the estimate seem unclear to you, request that the contractor/representative clarify them in writing. Please note that no work not included in the initial estimate will be carried out, and this estimate is valid strictly for the year in which it was issued.
Quality Contrd	At College Painters, you benefit from a satisfaction guarantee. Through the Quality program, the head office conducts quality checks with its contractors and applies sanctions when necessary. If you experience any issues with your local representative, please call 1-514-798-0546 and request the Quality Control Service.
Payment	As stipulated at the time of signing the contract, a 25% deposit is required. After the preparation phase (washing/sanding and/or repairs), a second payment of 25% will be due. On the day the work is completed, the final payment of the remaining 50% must be settled.
Hidden defects	This estimate outlines the work to be performed based on a visual inspection. Therefore, any defects present at the time of the estimate or discovered during the pre-work inspection are not the responsibility of the contractor/representative. If any hidden defects could not be detected during the initial estimate, you will be required to pay an additional fee for the necessary extra work.
Liability insurance	Liability insurance does not cover work performed using a paint sprayer or stripping work. College Painters is not responsible for any damage or accidents related to work carried out with a paint sprayer or stripping. Liability insurance is not applicable if the contract has not been paid in full within three days of the work's completion.
Administrative Clauses	When you (the client) provide the products to be applied, you must ensure that these products are available on-site and in sufficient quantities. Otherwise, you will be charged a penalty of \$40.00/hour per painter for the time lost by your contractor's workers. All colors must be selected before the start of the work. If you decide to change your colors afterward, you will be billed for the time and materials required for the change.
Garanty	College Painters guarantees labor and materials for two years from the stated completion date, except for the exclusion clauses listed below. To activate the guarantee, you must complete the satisfaction card and fully pay for the work no later than three days after its completion. Guarantee work includes repainting surfaces previously painted by the contractor in your area and is performed only during the summer months, from May to August. Requests must be submitted to head office no later than June 30. After this date, the work will be deferred to the following summer. (Refer to the guarantee exclusion clauses below.)
Right of Resiliation	After signing this estimate and receiving a copy, you have ten days to cancel it for any reason (Appendix 2). Please note that the cancellation period includes Saturdays, Sundays, and public holidays. Cancellation must be made in writing by sending a signed copy of this estimate either by mail or email to your contractor. In the event of a breach or failure to meet your obligations under this estimate, your contractor reserves the right to cancel the agreement without any legal recourse.

Annex 1: WARRANTY EXCLUSION CLAUSES

All the clauses below take precedence over any verbal or written agreements regarding the specific terms of the contract. Qualité Étudiants Inc. is not responsible for any warranty on contracts that include the following conditions:

- If the work involves wrought iron or any other metal surface, including roofs;
- If there is mold, humidity, a leaking roof, broken pipes, structural damage, or construction issues prior to the start of the work, which will likely cause damage to the layers of paint;
- If the work involves horizontal surfaces;
- If the client provides their own paint, stain, or varnish and/or another contractor has been involved in the work;
- If the work was performed using a paint sprayer;
- If the previously applied paint layer is the defective layer;
- If no preparation was done at the client's request;
- If the contractor offers related services other than painting, such as carpentry, welding, joint filling, minor renovations, etc.;
- If the contractor has not been paid in full for the work, no later than three days after the completion of the work.

Annex 2: STATEMENT OF RIGHTS TO CANCEL THE CONTRACT

CONSUMER'S RIGHT OF RESOLUTION STATEMENT

(Pursuant to the Consumer Protection Act, 2002, S.O. 2002, c. 30, Sched. A) You may cancel this contract, for any reason, within a period of 10 days after receiving a copy of the contract and the documents that must be attached to it.

If you do not receive the goods or services within 30 days from the date specified in the contract, you have one year to cancel the contract. However, you will lose this right of cancellation if you accept delivery after the 30-days period. The period to exercise the right of cancellation may also be extended to one year for other reasons, including the absence of a permit, the lack or deficiency of a bond, failure to deliver, or non-compliance with the contract. For more information, please contact a legal advisor or the Office of Consumer Protection.

When the contract is cancelled, the itinerant merchant must refund all amounts you have paid and return any goods received as payment, exchange, or discount. If the merchant is unable to return the goods, they must provide a sum corresponding to the price of the goods as stated in the contract or, if unavailable, the value of the goods, within 15 days of the cancellation. Within the same timeframe, you must return the goods you received from the itinerant merchant.

To cancel the contract, you simply need to either return the goods you received to the itinerant merchant or their representative, or send them the form provided below or another written notice for this purpose. The form or notice must be addressed to the itinerant merchant or their representative at the address specified on the form or to another address of the itinerant merchant or representative indicated in the contract. The notice must be delivered in person or sent by any other means that allows the consumer to prove its sending, such as by registered mail, email, or a messaging service.

As a consumer, you are granted the right to cancel this contract at your sole discretion within 10 days following the date on which each party receives a copy of the contract. Attached to the contract, you will find a "Statement of Consumer's Right to Cancel" and a cancellation form, both in accordance with the provisions of the Consumer Protection Act.

CANCELLATION FORM

TO BE FILLED OUT BY THE MERCHANT

To: _____ (Name of Itinerant Merchant or Representative)

(Address of Itinerant Merchant or Representative)

Phone Number of Itinerant Merchant or Representative:

Email Address of Itinerant Merchant or Representative:

Head Office: College Painters
Office Address: 653, Boulevard Curé-Labellé, Sainte-Rose, H7L 5R7
Phone Number: 1-855-798-0546

TO BE FILLED OUT BY THE CONSUMER

DATE: _____ (Date of sending the form)

Pursuant to Article 59 of the Consumer Protection Act,

I hereby cancel the contract No: _____ (Contract number, if indicated)
entered into on _____ (Date the contract was formed) at _____
(Address where the consumer signed the contract)

Consumer's Name: _____

Consumer's Phone Number: _____

Consumer's Email Address: _____

Consumer's Address: _____

Consumer's Signature: _____