

February 24, 2021

STANDARD TERMS AND CONDITIONS

Between Canuck Door Systems Co. ("Contractor") and _____ (the "Buyer")

1. The price in the quotation is valid for 30 days and is subject to a site inspection by the Contractor. The estimate is based on regular working hours - Monday through Friday (8:00 am to 4:00 pm). A change of regular working hours to after-hours will result in a corresponding increase to the contract price. All prices quoted are based on the use of non-union labour and are subject to change if it becomes necessary for the Contractor to utilize unionized labour.
2. The Buyer shall satisfy itself as to the suitability of the product and ensure that the work performed by the Contractor meets any building, fire, and any other applicable local codes.
3. New openings are to be prepared by the Buyer or by anyone employed or engaged by the Buyer directly or indirectly and in accordance with the Contractor's specifications. The Contractor is not responsible for any damage to the openings or building structure resulting from the performance of the work under this contract. In all other regards, the Contractor shall have total control of the work and shall be solely responsible for construction means, methods, techniques, sequences and procedures utilized in the performance of the work.
4. Electrical wiring, opening repairs, and cosmetic finishing such as door painting or drywall repair/painting are the responsibility of the Buyer. The price of the work to be performed does not include glass glazing, painting, wall framing, extensions, chain hoists, weather stripping or wiring for electric operators unless included in the proposal. Overhead doors are supplied with a standard lift 2" track bracket mounted for wood jambs unless otherwise indicated.
5. The Buyer is to give the Contractor reasonable notice prior to the commencement of the work. The Buyer is responsible for ensuring that the site and/or the premises where the work is to be performed by the Contractor is ready prior to the commencement of the work.
6. The Buyer is to ensure that there is adequate parking at the place of work for the Contractor and its forces. Any parking ticket, fees or charges received by the Contractor and its forces during the performance of the work shall be invoiced to the Buyer.
7. The Buyer will supply the Contractor with a schedule specifying the required delivery of the materials and the work to be performed under this contract. In the event that the Buyer is not ready for the materials to be installed in accordance with the schedule, the Contractor reserves the right to deliver the materials to the site or inventory the materials at its own warehouse and to invoice the Buyer for the materials.

8. The Buyer shall be liable for any expenses incurred by the Contractor if the Contractor's forces are unable to perform the work due to openings prepared by the Buyer having been built incorrectly in any way, including incorrect sizing and/or materials.
9. All material supplied by the Contractor under this contract shall remain the property of the Contractor until the contract is paid in full by the Buyer. The goods shall remain the strictly personal property of the Contractor irrespective of its mode of attachment to the building or premises where the goods may be located or installed.
10. If the Contractor is delayed in the performance of the work by the Buyer, or anyone employed or engaged by the Buyer directly or indirectly, the time for the performance of the work by the Contractor shall be extended by a reasonable time. The Buyer shall reimburse the Contractor for the reasonable costs incurred as a result of such delay.
11. The Contractor shall not be liable for delays and/or defaults due to any cause beyond the Contractor's reasonable control including but not limited to events such as fires, lightning, tempest, floods, war, acts of God, labour strikes, lockouts, lockdowns, accidents, acts of government and unavailability of materials.
12. Payment to the Contractor is due on or before 28 calendar days after the receipt by the Buyer of an invoice by the Contractor and in accordance with the prompt payment requirements under the Construction Act, R.S.O. c. C.30 (the "Construction Act").
13. Failure of the Buyer to pay the Contractor the amounts due shall constitute a default of the Buyer's obligation under this contract. The Contractor shall provide notice in writing to the Buyer and shall advise that if the default is not corrected within 5 working days following the receipt of the notice in writing, the Contractor may, without prejudice to any other rights or remedies at law or equity, suspend the work and terminate the contract.
14. The Contractor may also terminate the contract in the event that the Buyer is adjudged bankrupt or makes a general assignment in bankruptcy or if a receiver is appointed because of the Buyer's insolvency; the Contractor may, without prejudice to any other rights or remedies at law or equity, suspend the work and terminate the contract.
15. If the Contractor terminates the contract as a result of a default by the Buyer, the Contractor shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon the materials, and such other damages as the Contractor may have sustained as a result of the termination of the contract.
16. Unpaid sums under this contract bear interest at a rate of 2% per month, compounded monthly (26.77% per annum) (the "Interest").
17. The Buyer personally guarantees payment of all amounts due plus Interest as well as any collection costs including reasonable solicitor's fee and the cost of preserving, perfecting and prosecuting a claim for lien pursuant to the Construction Act or any other action or claim, should the amount become delinquent.
18. No credits or allowances shall be given to the Buyer for deletions or alterations, except with the prior written approval of the Contractor.

19. The warranty provided is as follows:
- New installations - one year on parts; 90 days on labour
 - Service Work - 90 days on parts; 30 days on labour
 - Warranty is NULL and VOID if invoices are not paid as per the terms of the contract.
20. The Contractor's warranty is limited to services and products provided and does not cover incidental damages resulting from product failure and/or faulty workmanship.
21. The Buyer shall be responsible for the cost of added changes made by the Building Department of the Municipality issuing the permit.
22. The Buyer shall provide the Seller with reasonable access to the subject premises each day, Sundays and statutory holidays excepted, until the work is completed. The Buyer shall permit the Contractor to display its sign at the front of the subject premises.
23. The Contractor shall not be responsible for any loss, costs or damages (consequential or otherwise) arising from its actions taken pursuant to this contract apart from direct loss occasioned by the Contractor's own negligence.
24. The Buyer represents and warrants to the Contractor that the Buyer is the owner of the subject premises and that the work to be done by the Contractor pursuant to this contract conforms with all municipal zoning bylaws and other applicable government regulations.
25. Any expense incurred by the Contractor arising, directly or indirectly, out of any matter or thing not disclosed to the Contractor or in respect of which the Buyer has no prior knowledge shall be the responsibility of the Buyer.
26. The Contractor is not responsible for any costs arising from or associated with subsurface and physical conditions at the place of work that are of a nature which differs materially from those ordinarily found to exist and generally recognized as inherent in the construction activities of the character provided under this contract.
27. If the Buyer refuses to permit the Contractor to proceed with the performance of this contract prior to the manufacture of any goods specified on the signed estimate, then the Buyer shall be obliged to pay the Contractor 25% of the Purchase Prices as liquidated damages without the necessity of the Contractor to prove loss or damage. If the Buyer refuses to permit the Contractor to proceed with the performance of the work under this contract after the manufacture of any of the goods specified on the reverse side hereof and/or after the performance or tender performance of the services or labour required, then the Buyer shall be obliged, at the option of the Contractor either to pay to the Contractor, the cost of such goods and services plus 30% as liquidated damages without the necessity for the Contractor to prove loss or damage, or alternatively, should the Contractor so choose, the Buyer shall be obliged to take delivery and pay the full Purchase Price as hereinabove stipulated. In addition, any deposit paid by the Buyer under this contract shall be forfeited to the Contractor in the event the Buyer refuses to permit the Contractor to proceed with the performance of the work under this contract

28. The Contractor shall not be responsible for any minor variations in colour or texture of goods supplied or tendered from the colour or texture of samples of such goods. The Buyer agrees that such variations shall not be grounds for any reduction in the Purchase Price and hereby waives all claims against the Contractor arising out of such variations.
29. Payments on account of this contract are only to be made to the Contractor, and any payment made by the Buyer to a person other than the Contractor is void against the Contractor.
30. In the event of default in payment of any amount when due hereunder, the Contractor may, without prejudice to all other rights and remedies which the Contractor may have at law or in equity, take possession of the materials and dispose of the same either by public or private sale and apply the proceeds in satisfaction of such amounts. The Buyer shall be liable for the difference between the contract price and the price realized by the Contractor through the sale of the materials to a third party.
31. These terms and conditions constitute the entire agreement between the parties, and there are no conditions, warranties or representations, express or implied, statutory or otherwise, with respect to the materials or work to be performed under this contract or affecting the rights and obligations of the parties hereunder except as otherwise provided herein in writing.