



## **STANDARD TERMS AND CONDITIONS**

1. The owner is to give the contractor reasonable notice to commence work.
2. Openings are to be prepared by others in accordance with our specifications. The price does not include glass glazing, painting, framing, extensions, chain hoists, weather stripping or wiring for electric operators unless included in the proposal. Overhead doors are supplied with standard lift 2" track bracket mounted for wood jambs unless otherwise indicated.
3. All material shall remain the property of the contractor until the contract is paid in full by the owner. The goods shall remain strictly personal property irrespective of its mode of attachment to the building or premises where the goods may be located or installed.
4. Contractor shall not be liable for delays and/or defaults due to any cause beyond contractor's reasonable control, including act and/or omission by owner, owner's servants, other contractors or sub-contractors. or anyone at the site not in the employ of, at the invitation of, or under control of the contractor; nor shall the contractor be liable for delays and/or defaults due to matters beyond its reasonable control such as fire, lightning, tempest, floods, war, acts of God, strike, lock-outs, accidents, acts of government and unavailability of materials.
5. All prices quoted are based on non-union labour and are subject to change if it becomes necessary to employ union workers.
6. The undersigned agrees to guarantee (both individually and as a corporate officer) payment of all amounts due plus 2% per month compounded monthly (26.77% per annum) service charge and all collection costs including reasonable solicitor's fee and the cost of effecting a lien pursuant to the construction lien act, should the amount become delinquent.
7. No credits or allowances shall be given to the owner for deletions or alterations, except with the prior written approval of contractor.
8. Payment is due on completion unless otherwise stated.
9. Warranty:
  - a) New installations - one year on parts; 90 days on labour
  - b) Service Work - 90 days on parts; 30 days on labour
  - c) Warranty is NULL and VOID if invoices are not paid as per the terms of the contract.
10. The owner shall be responsible for the cost of added changes made by the Building Department of the Municipality issuing the permit.
11. The buyer will supply Canuck Door Systems with a schedule specifying required delivery. In the event that the buyer is not ready for the product to be installed according to the schedule, we reserve the right to deliver the product to the site or inventory it in our warehouse, if the buyer prefers, and to invoice the buyer for product value of the contract.

12. The buyer shall provide the seller with reasonable access to the subject premises each day, Sundays and statutory holidays excepted, until the goods are installed and shall permit the seller to display its sign at the front of the subject premises. The seller 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 seller's own negligence.

13. The buyer represents and warrants to the seller that the buyer is the owner of the subject premises and that the work to be done by the seller pursuant to this Contract conforms with all municipal zoning by-laws and other applicable government regulations.

14. Any expense incurred by the seller arising, directly or indirectly, out of any matter or thing not disclosed to the seller or in respect of which the seller has no prior knowledge shall be the responsibility of the buyer.

15. If the buyer refuses to permit the seller to proceed with the performance of this Contract prior to the manufacture of any goods specified on the reverse side hereof, then the buyer shall be obliged to pay the seller 25% of the Purchase Prices liquidated damages without the necessity of the seller to prove loss or damage. If the buyer refuses to permit the seller to proceed with the performance of 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 seller either to pay to the seller, the cost of such goods and services plus 30% as liquidated damages without the necessity for the seller to prove loss or damage, or alternatively should the seller so choose, the buyer shall be obliged to take delivery and pay the full Purchase Price as hereinabove stipulated.

16. The seller shall not be responsible for any minor variations in color or texture of goods supplied or tendered from the color 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 seller arising out of such variations.

17. Payments on account of this Contract are only to be made to the seller, and any payment made by the buyer to a person other than the seller is void against the seller.

18. In the event of default in payment of any amount when due hereunder, the Seller may without prejudice to all other rights and remedies which the seller may have, take possession of the goods and dispose of the same either by public or private sale and apply the proceeds in satisfaction of such amounts and in the event of a deficiency the buyer shall be liable therefor.

19. This Contract constitutes the entire agreement between the parties, and there are no conditions, warranties or representations, express or implied, statutory or otherwise with respect to the goods or this Contract or affecting the rights and obligations of the parties hereunder except as otherwise provided herein in writing.

20. Seller's warranty is limited to services and products provided and does not cover incidental damages resulting from product failure and/or faulty workmanship.