

- 1. General.** All applicable taxes are extra. Our normal business hours are Monday to Friday 07:30 to 16:30. Any services required outside of these hours may be subject to additional charges. We reserve the right to subcontract this proposal or any proposal in part or in whole.
- 2. Delivery.** Delivery of goods is subject to stock availability and will be confirmed upon approved shop drawings. Unavailability of the goods from Vendor's suppliers shall constitute a force majeure in this agreement. Vendor shall promptly notify Purchaser of the absence or shortage of supply of the goods. Vendor shall exercise its best efforts to deliver within the times quoted but does not guarantee delivery time and shall not be liable for any damages, loss, claim or expense of any kind or nature whatsoever or howsoever caused by the delay in delivery or unavailability of goods. All deliveries are priced as business to business and dock to dock with forklift and extra charges will apply for deliveries where this is not the case. Vendor is not responsible for any extra delivery charges, such as tailgate delivery charges, internal delivery charges or similar.
- 3. Drawings, Engineering, & Dimensions.** Drawings and Engineering are not included unless specifically noted in the proposal/quotation. It is the customer's responsibility to ensure that dimensions and measurements are correct. All proposed RoofBarrier, Sentry, Katt, and related product installations shall be verified by a structural engineer before installation and it is the Customer's responsibility to ensure that this is done. We reserve the right to charge an additional fee for drawings and/or engineering if the number of revisions exceeds three revisions and/or the time required to produce the revised shop drawings exceeds our average shop drawing time.
- 4. Installation.** It is the buyer's responsibility to ensure that all product is installed according to the prevailing installation guide. All onsite testing shall be performed by Skyline Group.
- 5. Pricing.** Unless otherwise agreed in writing by Vendor, all prices quoted are based on Canadian dollars, F.O.B. our warehouse. Unless otherwise stated, the proposal shall only be valid for thirty (30) days from the date of the proposal. Any sales, use, manufacturers, property and/or similar taxes/fees imposed on the Products are in addition to the quoted prices and shall be paid by the Purchaser. The Vendor reserves the right, by giving notice to the Purchaser any time before delivery, to adjust the pricing on any confirmed orders whose delivery is 60 days or more from the date Skyline Group accepted an order from the Purchaser. Prices are subject to change without notice. All engineering is quoted for the province of Ontario unless otherwise noted. Engineering for other areas may cost extra.
- 6. Payment Terms.** For new customer sales under \$2,100.00 +HST full payment is required prior to shipping of order. For new customer sales over \$2,100.00 + HST a 30% deposit is required prior to order being shipped. For all customer sales on Built4You projects a 30% deposit is required prior to project start. All products remain the property of Skyline Group until paid in full. Full payment is due within 30 days from date of invoice.
- 7. Claims.** Vendor shall not be liable for any shortages or errors in or damage to the goods shipped to Purchaser unless written details of such shortages, errors or damages are given by Purchaser to Vendor within 10 days of receipt of the goods.
- 8. Changes or Cancellations.** Vendor may accept Purchaser's request to change the specifications or processing of the goods, but shall reserve the right to charge Purchaser for all costs and services necessary for such changes. Orders for goods may not be cancelled and materials may not be returned by Purchaser except with the written consent of Vendor or as set out in the Return of Goods clause within this agreement. Skyline Group reserves the right to substitute a quoted product with a substitute product or part(s) at any time and without notice.
- 9. Return of Goods.** A minimum restocking charge of 20% of invoice will be applied on all returns. The following are the only means for acceptance of returns 1) Incorrectly shipped products – must be reported to Vendor within 10 days of receipt of the goods 2) Defective products - must be reported to Vendor within 10 days of receipt of the goods
- 10. Warranty.** Any warranties provided by the Vendor will be specifically stated in writing and related only to defects in materials and/or workmanship. Warranties do not apply to any other defects or other malfunctions caused to the Products by accident, neglect, vandalism, misuse, alteration, modification or unusual physical, environmental or electrical stress. It does not apply to paints and coatings. Should the Vendor be liable for a breach of a condition or warranty then its liability for a breach of any such condition or warranty express or implied shall be limited, at its option, to any one or more of the following.
- In case of Goods:*
- (i) The replacement of the Goods or the supply of equivalent Goods.
  - (ii) The repair of the goods,
  - (iii) The payment of the cost of replacing the Goods or acquiring equivalent Goods.
  - (iv) The payment of the cost of having the Goods repaired.
- In the case of services:*
- (i) The supply of the services again,
  - (ii) The payment of the cost of having the services supplied again.
- 11. Limitation of Liability.** Vendor's liability hereunder shall not exceed the actual loss or damage sustained by purchaser, up to the purchase price of the Products. Vendor shall not be liable for any loss of use, revenue or anticipated profits, loss of stored, transmitted or recorded data, or for any incidental, unforeseen, special, punitive or consequential damages arising out of or in connection with this agreement or the sale or use of the Products. The foregoing is a separate, essential term of this agreement and shall be effective upon the Failure of any remedy, exclusive or not. We will not be held responsible for any charges incurred as a result of incorrect delivery such as short shipment, incorrect delivery date, or location.
- 12. Compliance with Laws.** Purchaser shall comply with all laws, rules and regulations and other obligations applicable to the Purchaser including without limitation any law or regulation to which the applicable governing body adheres or with which the applicable governing body complies.
- 13. Force Majeure.** Neither party shall be responsible to the other for non-performance or delay in performance caused by: acts of civil or military authority, strikes, lockouts, trade actions, embargoes, insurrections or acts of God.
- 14. Custom Product Schedule & Quality Control.** As a company, Skyline Group will do everything within their control to deliver custom product to the customer on time and within company quality control guidelines. However, Skyline Group cannot be held liable for costs incurred due to elements outside of Skyline Group's area of control including downtime or damage due to the product being in the hands/control of others; this includes but is not limited to, shipping, trucking, freight handling, crantage, galvanizing, painting etc.
- 15. Exclusions.** This quotation is for the equipment described thereon only, and the Vendor takes no responsibility, or accept any liability whatsoever, for any existing structure or equipment, whether the product purchased from the Vendor attaches to, or is linked to, or associated with it in any way, manner, or form.
- 16. Entire Agreement.** Vendor and Purchaser acknowledge that this agreement constitutes the entire agreement between them and that no other representation or agreement, whether oral, written or otherwise, has been made other than the ones expressly stated herein. This agreement is not

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transferable or assignable by Purchaser. Purchaser's order will be filled in accordance with the terms and conditions set out above. This acknowledgment constitutes acceptance of offer subject to the terms and conditions of sale above and it constitutes a contract made in Canada for the sale of goods/services described herein. No provision of this agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this agreement.

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