

SINCE 1974

CANADA SCAFFOLD

SAFETY | INTEGRITY | VALUE

TERMS AND CONDITIONS (SUPPLY AND INSTALLATION MATERIALS)

GENERAL TERMS

- DEFINITIONS:** In these terms and conditions:
 - "Budget Estimate" means a Contract Price which is based on preliminary drawings;
 - "Contract Price" means the total contract price which is described on the first page of this Quotation;
 - "CSSC" means Canada Scaffold Supply Co. Ltd.;
 - "Customer" means the Customer described on the first page of this Quotation;
 - "Jobsite" means the jobsite or address which is described on the first page of this Quotation;
 - "Materials" means all of the materials described on the first page of this Quotation.
 - "Shop Drawings" has the meaning as defined in paragraph 10;
 - "Specifications" means the specifications for the Materials which are described on the first page of this Quotation.
- QUOTATION VALID FOR 30 DAYS:** If the Customer has not signed this Agreement within 30 days from the date indicated on the first page of this Quotation then this Quotation is automatically withdrawn and is null and void.
- AGREEMENT SUPERSEDES PREVIOUS COMMUNICATIONS:** The terms and conditions in this Agreement supersedes all previous quotations, orders, agreements, discussions and communications, whether electronic, written or oral, and shall govern all transactions between CSSC and the Customer with respect to the Materials.
- BUDGET ESTIMATE:** If the Quotation is based on preliminary drawings, the Contract Price shall be considered a budget estimate and shall be subject to change once the Shop Drawings are approved.
- JOBSITE ASSESSMENT:** If the Quotation specifically provides that CSSC shall deliver and install the Materials to the Jobsite, a CSSC representative must assess the Jobsite in-order to estimate a final cost. Any Quotation which is provided without a Jobsite assessment is considered to be a Budget Estimate and the Contract Price will not be finalized until there has been a Jobsite assessment.

MANUFACTURE & SUPPLY MATERIALS

- SUPPLY MATERIALS:** CSSC shall manufacture and supply the Materials to the Customer in accordance with the Specifications and the Customer shall pay the Contract Price to CSSC in accordance with the terms and conditions of this Agreement.
- CONTRACT PRICE BASED ON SPECIFICATIONS:** The Contract Price is based on the Specifications. In the event that the Specifications are modified or changed at any time after the date indicated on the first page of this Quotation then this will result in a change to the Contract Price.
- TAXES:** The Contract Price does not include taxes. The Customer shall pay CSSC all applicable taxes (PST & GST (12%) for the sale of the Materials and GST (5%) for installation and delivery services).
- FINISHING:** Unless otherwise noted on the Quotation, all steel materials shall be primed painted with regular shop primer. The Contract Price does not include any other specialized steel coating (ie. galvanizing, powder coating, etc.) which shall be subject to an extra charge.

SHOP DRAWINGS

- CSSC TO PREPARE SHOP DRAWINGS:** Once the Customer has signed this Agreement and the Customer has made all payments or credit arrangements as provided for in this Agreement, CSSC shall prepare the necessary shop drawings for the Materials (the "Shop Drawings"). If CSSC requires supplementary files or documents in order to prepare the Shop Drawings (ie. AutoCAD, Sketch up etc.), the Customer shall arrange to have the Customer's architect or engineer provide any such files or documents.
- APPROVAL OF SHOP DRAWINGS:** Once the Shop Drawings are prepared CSSC will provide them to the Customer for approval. CSSC shall not commence any fabrication of the Materials until the Shop Drawings have been approved by the Customer or the Customer's architect or engineer. If the Customer or the Customer's architect or engineer requires any changes to the Shop Drawings after they have been approved which result in an increase of labour time and/or materials will result in additional charges.
- ENGINEERING SERVICES:** CSSC shall not be required to provide any engineering services with respect to the Materials. If the Customer requires that the Shop Drawings be sealed by an engineer, the Customer shall pay all costs incurred by CSSC for arranging to have the Shop Drawings sealed by an engineer.

INSTALLATION

- DELIVERY AND INSTALLATION NOT INCLUDED UNLESS PROVIDED FOR:** Unless the Quotation specifically provides that CSSC shall deliver and install the Materials, CSSC shall not be required to deliver or install the Materials and the Customer shall be responsible for picking up the Materials from CSSC's premises when they have been manufactured. CSSC shall notify the Customer when the Materials are ready for pick-up. If the Customer has not picked-up the Materials within 30 days of receiving notice CSSC shall be entitled to charge the Customer a reasonable storage charge.
- INSTALLATION SERVICES:** If the Quotation specifically provides that CSSC shall deliver and install the Materials to the Jobsite, CSSC shall deliver and install the Materials to the Jobsite in accordance with the provisions of this Agreement. Unless specifically agreed to in the Quotation, installation services are restricted to only the installation of structural steel materials and no other services including, without limiting the generality of the foregoing, beam packing, grouting (for columns) or the installation of wood beams.
- JOBSITE ACCESS:** The Customer shall make all arrangements and make provisions for entry onto the Jobsite in order for CSSC (or a third-party organization hired by CSSC) to install the Materials. The Customer shall ensure that a framing contractor shall be present on the Jobsite during the installation in order to provide any assistance required by CSSC to install the Materials.
- PERMITS:** The Customer shall at all times be solely responsible for obtaining any municipal permits required in connection with the installation of the Materials (the "Municipal Permits") as well as the costs of any Municipal Permits. In the event the Customer fails and/or neglects to obtain the Municipal Permits, CSSC may obtain any required Municipal Permits and the Customer shall reimburse CSSC for the cost of the Municipal Permits.
- CHANGES TO SITE CONDITIONS:** The installation cost is based on the initial jobsite access conditions. Unforeseen changes in the Jobsite conditions (tighter crane access, excavation, obstructions, etc.) that may cause a change in crane size or added labour hours may incur extra charges.

11331 Twigg Place
Richmond, B.C. V6V 3C9

Phone (604) 324-7691
Fax (604) 324-0862

Toll Free Tel 1-800-293-0133
Toll Free Fax 1-800-333-1012

Email: info@canadascaffold.com Website: www.canadascaffold.com



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18. **EXTRA CHARGES:** The installation price indicated on the first page of this Quotation is based on the following:

- (a) Crane time is based on one trip for a maximum of 8 hours at the Jobsite; and
- (b) Crew time is based on one trip for a maximum of 8 hours at the Jobsite;

In the event that additional time is required this will result in additional charges.

19. **CUSTOMER ASSUMES RESPONSIBILITY DURING INSTALLATION:** The Customer assumes all responsibility for claims asserted by any person whatsoever arising from or in connection with the installation and erection of the Materials and agrees to hold CSSC harmless from any and all such claims, even if the installation and erection of the Materials was done by CSSC.

DELIVERY OF MATERIALS

20. **DELIVERY ESTIMATES:** The Customer shall allow 5-10 business days for Shop Drawings and 10-15 business days manufacturing time (per floor). Delivery dates are estimates only and CSSC does not guarantee delivery by these dates. Delivery estimates shall not commence until the Customer has signed this Agreement and the Customer has made all payments or credit arrangements as provided for in this Agreement.
21. **RIGHT TO STOP WORK:** CSSC reserves the right to stop work at any time and withhold deliveries of the Materials if the Customer fails to make any payment required to be made by the Customer pursuant to the provisions of this Agreement.
22. **DELAYS:** CSSC shall not be responsible for any direct or indirect damages on account of any delays in delivery and/or services, in whole or part, from any cause beyond CSSC's reasonable control. These events may include, but are not limited to: labour conflicts (legal or illegal), shortage of couriers, materials, and/or installers, and/or severe weather and road conditions. In the event of any type of delay, the deadline of the project shall be extended accordingly and extra charges may be applied.
23. **DELIVERY TO CUSTOMER:** The acceptance of a shipment by a common carrier selected by the Customer shall constitute delivery to the Customer and CSSC shall not be responsible for any Materials that are damaged in transit.
24. **DEFICIENCIES:** Any claims for shortages, defects or that the Materials do not conform to the Specifications shall be made by the Customer within 14 days of the date of delivery.

PAYMENT

25. **NEW CUSTOMERS:** If the Customer does not have credit approval with CSSC, a deposit equal to 50% of the Contract Price (the "Deposit") shall be paid to CSSC. The Deposit shall be paid by way of credit card, certified cheque or bank draft. CSSC shall not be required to commence any work until the Deposit has been paid.
26. **EXISTING CUSTOMERS:** If the Customer has credit approval with CSSC and does not have any outstanding balance in their account with CSSC, no deposit shall be required provided however if the Contract Price is greater than the amount of the Customer's credit approval, the Customer shall pay a deposit equal to the difference. If the Customer has an outstanding balance in their account with CSSC, CSSC reserves the right to void the Quotation or withhold commencing on any work until the Customer's outstanding balance has been paid in full.
27. **INVOICES:** CSSC shall render an invoice when the Materials are ready for delivery. For Customers who do not have credit approval, invoices shall be due and payable upon receipt and shall be paid prior to delivery. For Customers who have credit approval, invoices shall be due and payable within 30 days of the date they are issued.
28. **OVERDUE PAYMENTS:** All overdue payments shall bear interest at the rate of 2% per month (24% per annum).
29. **STATEMENTS:** Every invoice, account or statement from CSSC to the Customer (the "Statement") shall be deemed and treated as correct and as ratified and confirmed by the Customer unless within 15 days of the Customer's receipt of the Statement, CSSC receives written notice from the Customer that it disputes the Statement.

MISCELLANEOUS

30. **WARRANTY:** CSSC warrants that the Materials shall be free from defects in materials and workmanship and not that they will accomplish any particular result. No other warranty, express or implied, pursuant to The Sale of Goods Act, or otherwise, is granted by CSSC or exists with respect to the Materials. CSSC's liability shall be limited to the Contract Price.
31. **COLLECTION COSTS:** The Customer shall pay all costs, charges, expenses and legal fees (on a solicitor-client basis) which are incurred by CSSC in the event of a Default by the Customer or in relation to the collection of the account when it is overdue.
32. **WAIVER:** No covenant or condition of this Agreement can be waived except by the written consent of the other party for whose benefit the covenant or condition is for and the forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply. Until complete performance by a party of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Agreement or by law, notwithstanding any forbearance or indulgence.
33. **AMENDMENTS:** Any amendment or modification of this Agreement shall not be binding unless it is in writing and it is signed by both CSSC and the Customer.
34. **PRIVACY LEGISLATION:** CSSC and the Customer shall ensure that all personal information collected, received, handled or processed by it under this Agreement is protected by the appropriate safeguards in accordance with all applicable federal and provincial legislation relating to privacy of information, including but not limited to the Personal Information Protection and Electronic Documents Act.
35. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The parties shall attend to the jurisdiction and the courts of British Columbia which shall have the exclusive jurisdiction with respect to any dispute relating to this Agreement.
36. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions, whether oral or written, between the parties or their agents and there are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, except as expressly set out in this Agreement.
37. **ENUREMENT:** All of the covenants and agreements in this Agreement shall be binding upon the Parties and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

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