

## CONDITIONS

### 1. Delivery

Unless otherwise agreed in writing between the Parties, Closures are sold FOB the Seller's factory in Long Sault, Ontario. The acceptance of the Closures by any carrier specified by the Buyer shall constitute Delivery to the Buyer.

If agreed in writing between the Parties, Closures are sold FOB the Buyer's receiving dock. Arrival of the Closures at the Buyer's receiving dock shall constitute Delivery. The Seller will advise the Buyer of the Delivery Schedule.

### 2. Payment

The Buyer shall pay all freight, sales taxes, insurance and duties on the Closures, prior to Delivery by the Seller. The Seller may, but is not obligated to, provide the Buyer with credit for the purchase of the Closures, following the submission of a complete and accurate credit application supplied by the Seller. If granted, the credit terms shall be for a maximum period of 30 days from the date of Delivery by the Seller. If payment is not received on any Closures within 30 days of Delivery of the Closures, the Buyer agrees to pay interest on the balance due at a rate of 1% per month, equivalent to 12.68% per annum.

### 3. Credit

The Seller reserves the right to discontinue deliveries to the Buyer or cancel all or any part of this or other contracts if payment on any Order is delayed or if the amount of credit granted is exceeded. Interest at 1% per month, equivalent to 12.68% per annum will be charged on all overdue accounts. The Seller reserves the right, even after partial payment on account of this contract with the Seller, to require from the Buyer satisfactory security for due performance of its obligations. Refusal to furnish such satisfactory security or failure of the Buyer to perform any of its obligations under this or any other existing contract with the Seller will entitle the Seller, upon 30 days notice to the Buyer, to suspend Orders or cancel this contract without prejudice to any claim for damages to which the Seller may be entitled.

### 4. Warranty

(1) Claims of any kind or nature, except for defects pursuant to paragraph 4(2) below, must be made by notice in writing within seven (7) days after Delivery of Closures and, in any event, prior to the installation or altering of the Closures in any manner from the original condition of delivery, whichever is earlier. The use or resale by the Buyer of the Closures supplied hereunder will constitute full acceptance and all warranties and obligations of the Seller regarding such Closures shall be discharged, except for defects pursuant to paragraph 4(2) below.

(2)(a) The Seller warrants to the Buyer that all materials sold to the Buyer and manufactured by the Seller pursuant hereto are free from defects in material and workmanship under normal use and service for a period of **two (2) years from the possession date**. Abuse, misuse and failure due to improper installation are not covered under the Seller's warranty. The Seller's warranty is valid for one installation only, and is not valid if the Closure is moved and/or reinstalled at another location. The Seller's obligation under this warranty is limited to repairing or replacing any parts, found to its satisfaction upon examination, to be defective. The Seller shall not be responsible for labor or other charges not expressly authorized in writing by the Seller.

(b) Any parts not manufactured by the Seller, which may be sold together with the Seller's Closures, are subject to any warranty as may be set out by that part's manufacturer. For example, some Closures are sold together with third-party manufactured door operators with a one year limited warranty. Those parts are covered by their manufacturer's warranty only.

(c) The Seller warrants that any new parts manufactured and replaced by the Seller are free from defects in material and workmanship under normal use and service for a period of 30 days from possession and/or installation, whichever is earlier.

(d) This warranty shall not apply to any parts which have been altered, repaired, or added by any person not expressly authorized in writing by the Seller for such purpose, or by negligence, accident, or criminal act. The aforesaid warranty is made expressly in lieu of all other warranties, express or implied, and in lieu of any other obligations or liabilities on the part of the Seller. Accordingly, **the Seller does not assume any other liability or obligation in connection with the sale of the closure, including any liability for damage to any person or property or economic loss resulting from the use or possession of the Closure.**

(3) No warranties other than those contained in these terms and conditions shall be applied. All other warranties express or implied, including any implied warranty of merchantability, are hereby expressly excluded. This warranty is not transferrable unless otherwise expressly provided in writing.

(4) In any case, the liability of the Seller is limited to the price of the Closures in this Order.

### 5. Closure Specifications

In the event any Closures supplied hereunder fail to conform to the Specification drawing attached hereto, the Seller's liability in respect thereto shall be limited to supplying other replacement Closures or parts which conform in all respects to such sample, specifications or warranties.

All Closures will be furnished subject to commercial variations in material and production operations incident to the processes employed in manufacturing unless otherwise specified. In some cases, finishes on Closures may not match samples exactly, for example a sample showing a 20 foot length of material may be finished with two 10 foot lengths of material.

Any photographs, sketches, and information in sales materials, online or in print, may not be representative for the Closure purchase. Please refer to the attached Specification drawing. Architectural drawings are also available upon request.

### 6. Unshipped Closures

Any Closures not Delivered, and remaining in the Seller's possession, resulting from the Buyer's refusal or inability to accept Delivery, will be invoiced to the Buyer, as though the Closures had been Delivered.

Any costs incurred by the Seller resulting from the Buyer's refusal or inability to accept Delivery, will be invoiced to the Buyer.

Be aware that manufacturing of Closures may begin on the same date that an Order is confirmed. As all Closures are custom made, any changes or cancellations of Orders will be costly.

### 7. Severability

Any provision hereof which is contrary to law shall not invalidate any other provision hereof and any provision required to be included in a contract of this type by applicable law shall be deemed to be incorporated herein.

### 8. Force Majeure

Where the Seller is unable to make Delivery of any portion of the Closures covered by this Order by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Seller, then the Seller shall not be liable for such liability to make Delivery on a specified date if, within a reasonable time, it notifies the Buyer of the cause of such inability, and the period for the Delivery of the Closures shall be extended for a period equivalent to the period of such delay and the Buyer is bound to accept Delivery and pay for the Closures.

### 9. Modifications

No modification of this contract shall be binding unless made in writing and signed by both parties and no waiver by either party of any default shall be deemed a waiver of any subsequent default.

### 10. Price Increases

The price quoted is subject to increase based on any future increase in the cost of materials and charges and shall become effective 10 days after written notice thereof from the Seller to the Buyer. The Buyer will allow extra charges for authorized changes to Closures.

### 11. Governing Law

This contract shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.