



## Terms & Conditions

### General

1. All sales agreements are made between the Purchaser and Con Cast Pipe Inc. ("CCP").
2. All terms and conditions contained herein shall apply to any quotation and/or invoice provided by CCP to the Purchaser.
3. There are no warranties, representations and/or guarantees applicable to goods supplied by CCP to the Purchaser.
4. In the event Purchaser purchases materials from CCP pursuant to this quote or price list (or otherwise) and supplies or incorporates said materials into an improvement (as defined by applicable provincial construction lien legislation), then Purchaser acknowledges and agrees that the said materials are subject to a prevenient agreement and that one continuing contract of supply is deemed to be in place.
5. The Purchaser agrees that CCP shall retain title to all goods and/or materials supplied by CCP to Purchaser unless and until the Purchaser has paid for the goods and/or materials in full. CCP shall have a continuing purchase money security interest in all such goods and their proceeds to secure the performance by the Purchaser of all its obligations to CCP. The Purchaser waives the right to receive a copy of any financing statement and verification statement and acknowledges receipt of a copy of this Agreement.
6. The Purchaser hereby authorizes CCP to conduct or cause to be conducted credit investigations/inquiries on Purchaser and any related persons or companies. The Purchaser hereby authorizes CCP to divulge credit references to other creditors as may be requested with regards to credit established and history of payments on account, and to use and disclose such information to the furthest extent permitted by law.
7. The Purchaser hereby authorizes CCP to collect, use and disclose credit reports or other information as may be deemed necessary by CCP, on an ongoing basis, respecting the Purchaser, the principals/officers/directors of the Purchaser, and the signatories on behalf of the Purchaser for the purposes of extending and administering credit.
8. All quotations, unless previously withdrawn by CCP, are open for acceptance by Purchaser for thirty (30) days from the quotation date, and if not accepted within that time, shall be deemed to be withdrawn by CCP.
9. All quotations are subject to any increase in sales tax, freight charges, or any new taxes imposed on this transaction which are payable or collectible by CCP, in which case the amount of such increases will be added to the final invoice.
10. CCP shall not be obliged to supply any goods or materials pursuant to a quotation, whether accepted or not, until such time as CCP has satisfied itself, within its sole discretion, as to Purchaser's creditworthiness.
11. The Purchaser shall satisfy itself as to the suitability for intended use of any goods or materials supplied by CCP.
12. Waiver of any one or more of the terms and conditions herein by CCP shall not constitute a general waiver of terms and conditions and CCP reserves the right to enforce any and all conditions not so waived. Any such waiver must be in writing.
13. Acceptance by Purchaser of any quotation provided by CCP shall constitute a valid and binding contract including but not limited to acceptance of all terms and conditions herein.
14. **Severability:** In the event that any provision of this agreement is held to be void or unenforceable, all other provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
15. **Entire Agreement:** This agreement constitutes the entire agreement between Purchaser and CCP and supersedes and extinguishes any and all previous drafts, agreements, arrangements and/or understandings between them, whether written or oral. This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, executors, administrators and assigns.
16. **Jurisdiction:** This agreement shall be governed by and construed under the laws of the Province of Ontario and the proper forum for the resolution of any claims or disputes arising from or relating to this agreement shall be Ontario, save and except that CCP reserves all of its rights and remedies as may be provided for under other provincial construction lien legislation.



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17. **Force Majeure:** In no event shall CCP be responsible or liable for any failure or delay in the performance of its obligations hereunder arising from or caused by, directly or indirectly, forces and events beyond its reasonable control, including, without limiting the generality of the foregoing, strikes, work stoppages, shortages of labour and/or materials, accidents, acts of war and/or terrorism, civil and/or military disturbances, acts of theft and/or other crimes, acts of God, fires, floods, earthquakes and adverse weather events.

### Payment

18. All invoices rendered by CCP to Purchaser shall be paid in accordance with payment terms as set out herein. Any invoice not paid within the terms as set out herein shall be deemed to be an "overdue invoice".

19. All invoices and statements of account rendered by CCP to Purchaser shall be considered correct if no objections are reported in writing by the Purchaser within 30 days of the date of the invoice or statement account, as applicable.

20. Interest at the rate of 2% per month, equivalent to 26.8% per annum, shall be charged by CCP to the Purchaser on any and all overdue invoices.

21. In the event it becomes necessary for CCP to pursue legal proceedings against Purchaser to collect any unpaid balances or other sums due and owing by Purchaser to CCP, interest at the rate of 2% per month, equivalent to 26.8% per annum, shall apply as pre- and post-Judgment interest with respect to any Judgment obtained by CCP against Purchaser, including any amounts awarded to CCP for legal costs and disbursements.

22. In the event it becomes necessary for CCP to pursue legal proceedings against Purchaser to collect any unpaid balances or other sums due and owing by Purchaser to CCP, or otherwise to protect and/or enforce CCP's rights under this agreement, Purchaser shall be liable to pay all legal and related costs and disbursements incurred by CCP on a full indemnity scale.

### Return Policy

23. CCP retains the sole, unfettered and absolute discretion to accept or refuse return of any product or materials supplied to Purchaser. Permission must be obtained prior to any return being accepted. For further clarity, all sales are considered final, except at CCP's sole discretion.

24. Returns will not be accepted on any altered or damaged products.

25. **Special Precast Concrete Products:** In the event that special precast concrete products (including but not limited to fittings pipe, radius pipe, pipe with holes, scribed/cored manholes, rectangular chambers, box units, specialty precast, etc.) are ordered by Purchaser from CCP, Purchaser shall not be entitled to cancel such orders once placed. In the event that Purchaser seeks to return any such special precast concrete products, and in the further event that CCP is prepared at its sole discretion to accept return of such products, Purchaser shall not be entitled to any credit or refund for same unless and until such products are resold by CCP. Any such credit or refund shall be limited to the amounts obtained by CCP on resale, less applicable restocking charges as set out herein.

26. In the event CCP is prepared to accept the return of materials, then CCP's shipping department must be contacted a minimum of 3 days prior to the proposed return. The shipping department can be contacted at 1-800-668-7473. CCP requires an accurate list of materials proposed to be returned, including but not limited to quantity, size and/or length, class and description of materials.

27. **Re-Stocking Fees:** A handling charge equivalent to 25% of the purchase price of the materials accepted for return shall be deducted from any amounts to be credited.

### Freight and Freight Charges

28. All prices quoted herein by CCP include the delivery cost for a freight on board ("FOB") truck to the Purchaser's designated delivery sites, provided the designated delivery sites are located within 250 kilometres of CCP's Guelph or Oakville facilities. Any deliveries to destinations in excess of 250 kilometres from CCP's Guelph or Oakville facilities are subject to additional delivery charges.

29. A delivery less than the minimum truckload quantity is priced F.O.B. from our plant. CCP reserves the right to charge an additional amount for deliveries of less than the 20,000 kg minimum truckload quantities, other than the final load to complete a specific order. Contractor will be charged additional fees associated with deliveries requiring the use of the Stake or Straight trucks that are less than the minimum truckload quantity of 20,000 kg pending any extraneous circumstance(s).



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30. **Exclusion of Liability:** CCP shall not be liable for any delay or non-delivery arising from or caused by, directly or indirectly, forces and events beyond its reasonable control, including, without limiting the generality of the foregoing, strikes, work stoppages, shortages of labour and/or materials, accidents, acts of war and/or terrorism, civil and/or military disturbances, acts of theft and/or other crimes, acts of God, fires, floods, earthquakes and adverse weather events.

31. Delivery shall be made as close to the jobsite, designated storage area or line of trench as is practical for loaded trucks and trailers operating under their own power, without risk of accident, injury or undue delay. The Purchaser shall provide and maintain suitable access roads to the project site for delivery of product.

32. Loads that have been released for shipment through CCP's Shipping Department, that are not cancelled through direct contact with our Shipping Department, or have not used the shipping phone line (load cancellation extension) before 5:00am on the specified day of delivery, and arrive on site are the responsibility of the Purchaser to off-load. If a delivered load of product is returned to CCP from site, the purchaser is subject to a \$500.00 charge for return and handling of such returned materials. Furthermore, if product is delivered to the site and the purchaser does not have safe and capable means to off-load product which results in the load being returned to CCP, the Purchaser will be charged a \$500.00 fee for return of product to CCP. Please contact your sales representative for further clarification, if required.

33. CCP shall be entitled to charge the Purchaser for unreasonable delay in unloading or releasing of its delivery vehicles. All deliveries allow for a one (1) hour maximum of delivery vehicle time on site for off-loading. If there is any additional time on site, CCP reserves the right to charge the customer for additional time spent on site during offloading and to hold the release of any subsequent trucks until all trucks are off-loaded and released from site.

34. Quotations for precast products are based on deliveries being made in normal working hours and subject to load restrictions. Weekend or night deliveries will be subject to additional delivery charges.

35. The Purchaser shall give CCP three (3) business days notice of delivery requests.

36. Unless otherwise specified, all quotations are made on the conditions that full delivery will be taken within six (6) months from acceptance of order. Any product delivered after this period may be subject to increase in price as shown on CCP's then current price list. Con Cast Pipe reserves the right to invoice a customer for product that has been made specific and special for a project if it has not been delivered to site within six (6) months from the date of the receipt of the order.

37. The Purchaser will inspect the products at the time of delivery and any claims in respect thereto shall be made at that time. If any such products are found to be defective, CCP will deliver replacement product to the Purchaser at the site of the work. CCP's liability for defective products is limited to the replacement of same product at CCP's cost. CCP waives all responsibility of any deficient product not reported immediately after the delivery.

### Sales Tax

38. HST (Harmonized Sales Tax) is EXTRA.

### Terms

39. Net thirty (30) days from the date of the invoice, or, a three (3) percent Prompt Payment Discount, the 25th of the month following may be applicable providing the account is in good standing and has a payment history to support such an initiative. Taxes are not subject to the Prompt Payment Discount.

40. There will be a 3% discount for precast orders picked up at our Guelph or Oakville yard. If a transfer is required to have product picked up at a certain location, the purchaser will be charged for the freight costs of the transferred product.