



METAL PRO BUILDINGS INC
SUITE 200-100 TEMPO AVE | NORTH YORK ON | M2H 2N8
LOCAL: 905-581-7715 | TOLL FREE & FAX 1-800-997-8163

Customer :	Company:	Project Name:	Date:
Primary Number:	Secondary Number:	Work:	Email:
Mailing Address:			Purchase Order:
Site Address:			Account No.:
Shipping Address:			Vendor ID:

Hereby agrees to purchase from the Company, Metal Pro Buildings the seller, and to accept at the time requested below, all of the materials necessary to erect the building specified.
Labor supervision or anything other than the prefabricated building package is not included unless specifically stated herein.

Questions | Customer Service Hotline: 1-800-997-8163 | orders@metalprobuildings.com
Customer Success | customersuccess@metalprobuildings.com
Drawing | engineering@metalprobuildings.com
Deliveries | delivery@metalprobuildings.com
Payment | payments@metalprobuildings.com

Accessories	Quantity	Accessories	Quantity

Requested Delivery Month		DIGITAL REVISED BUILDING DRAWINGS	
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****Buyer is responsible for unloading the building or structure and other goods purchased and for having the labor and equipment necessary therefore. All delivery dates are estimates only and are subject to change by Seller without notice****

Notes: This order is conditionally accepted based on supply & availability from the plant. Refer building use & category of the original orders. Unless specifically otherwise, Metal Pro Buildings Inc standard details apply. Metal Pro Buildings Inc. reserves the right to alter the quoted building on final order to maintain material efficiency. IMPORTANT: Please take time now to carefully review all information on this Purchase Agreement. Failure to notify Metal Pro Buildings Inc. immediately of any discrepancies is deemed to be acceptance of this order as verified herein.	Initial:
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****Revisions, additions or other changes are likely to cause delays in delivery****
**** The engineering drawings will be ready within 12-14 weeks after full payment is received & order processed****
****Drawings must be approved prior for building fabrication****
****FAILURE TO ACCEPT DELIVERY WHEN SCHEDULED SHALL CONSTITUTE BREACH OF THIS AGREEMENT AND SHALL SUBJECT TO PRICE INCREASE****

Addendum: This addendum hereby forms part of the Purchase Order Agreement between Metal Pro Buildings ("Seller") and ("Buyer") with respect to the purchase of a Metal Pro Initial: Building of a Metal Pro Building prefabricated structure as per the customer's specifications to ensure compliance with the regional building codes in the Buyer's jurisdiction where the structure is to be erected.		Initial:
PRICE & TERMS OF PURCHASE ORDER		
Building Price		
Freight	INCLUDED (F.O.B. JOBSITE)	
Erection	NOT INCLUDED IN THIS PURCHASE AGREEMENT	
GST/HST 71696 8870 RT0001		
QST 1227999400		
Total Contract Price:		
Terms of Payment		
100% at time of contract acceptance		
Total Contract Price		
<p><i>*Terms: All Sales are Final. No refunds. 100% due on order signing. The parties agree that while the Seller may assist the Buyer with the determination of the steel determination of the steel building requirements, the Buyer is ultimately responsible for determining whether the steel building provided by the Seller meets all Building Code requirements and the buyer's specifications. The parties agree that this contract and any dispute, causes of action, and any and all claims, whatsoever (hereinafter "Claims") with respect to the supply of the steel building shall be interpreted in accordance with the laws of the Province of Ontario, Canada. Any Claims with respect to the supply of the steel building shall be resolved in the City of Mississauga, Province of Ontario, Canada. Any proceedings, which may be commenced pursuant to the Claims, shall be commenced at the Brampton Court House, in the city of Brampton, Province of Ontario, Canada. In the event that the Buyer makes a claim for damage against the Seller, the Buyer's claim shall be limited to the replacement value of the steel building and not for any consequential damages.</i></p> <p><i>The Buyer agrees to pay the total balance of the purchase price in cash or by certified cheque before delivery of the merchandise. Buyer may not issue instructions to delay manufacture and/or shipment of the material.</i></p> <p><i>This purchase order by the Buyer above named to METAL PRO BUILDINGS INC shall constitute an agreement binding upon the Seller only when accepted by the Seller's authorized officer. Upon acceptance, the Buyer shall not be entitled to a refund of the whole or any part of the deposit tendered to the representative of the Seller. No verbal conditions, agreements, representations or warranties shall be enforceable against the Seller. Buyer hereby acknowledges receipt of the completed copy of this Agreement and agrees to all the terms and conditions on the face and reverse side hereof.</i></p> <p><i>IMPORTANT: Please take time now to carefully review all information on this purchase order. Failure to notify Metal Pro Buildings Inc immediately of any discrepancies is deemed to be acceptance of this order as verified herein.</i></p> <p>Price is valid for 10 days from the date of the purchase agreement with full payment.</p> <p><i>* Any lead times provided are estimated and subject to change without notice. Metal Pro Buildings provides these estimated lead times for information purposes only and does not guarantee they will be maintained. Our project management team and engineers provide their best estimations at the time of approval. The estimated lead time information applies to building projects using our standard range or materials and process. If Metal Pro Buildings is not responsible for any costs related to delivery delays outside of their control.</i></p> <p><i>* If any reason our project has been delayed beyond a reasonable period, Metal Pro Buildings has the right to renegotiate the price of the contract.</i></p>		
METAL PRO BUILDINGS INC ACTING AS ITS HOME OFFICE IN NORTH YORK, ONTARIO, HEREBY ACCEPTS PURCHASES FORGOING OFFER TO PURCHASE SIGNED: _____		Buyer PLEASE SIGN BELOW SIGNED: _____

**Buyer
PLEASE SIGN BELOW:**

SIGNED: _____

**TERMS AND CONDITIONS OF SALE
LIMITED WARRANTY**

This Sale of Goods Agreement (the "Agreement") is entered into on the ("Effective Date"), between METAL PRO BUILDING INC. ("Seller") and "Factory", with offices located at 100 Tempo Ave, Suite 200, North York, ON M2H 2N8 and ("Buyer") with an "address" of. Seller and Buyer are individually referred to as a "Party" and collectively as "Parties". The Terms and Conditions of Sale herein ("Schedule A") form a part of the Purchase Order dated on the ("Effective Date").

Effective Date	
Factory	
Buyer	
Buyer's Address	

WHEREAS, Seller and the Manufacturer are engaged in the business of manufacturing and selling steel buildings, garages or structures.
WHEREAS, Buyer desires to purchase steel buildings, garages or structures from the Seller and Manufacturer pursuant to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Description; Sale of Goods.** During the term of this Agreement, Seller shall transfer and deliver to Buyer, and Buyer shall accept and pay for the following goods: Prefabricated Quonset, Pre-Engineered Rigid Building as described in Purchase Order (the "Goods"), as may be agreed upon by the Parties. The Goods covered by this Agreement are only those specifically identified herein. Additional goods and products may only be added to this Agreement by written agreement identifying such additional goods and signed by an authorized representative of the Seller.

2. Purchase Orders; Pricing; Payment.

(a) **Purchase Orders.** Buyer shall order Goods in accordance with the terms and conditions of this Agreement. Orders for the purchase of Goods ("Purchase Orders") must be submitted to Seller by Seller's internal electronic ordering system, email or online. Each Purchase Order shall specify (i) the quantity of Goods being ordered, detailed specifications of building; (ii) prices for the Goods; (iii) payment terms granted by Seller; and (iv) a receipt date. Receipt dates must be during the term of the Agreement, except Buyer may request, and Seller may elect to accept in its sole discretion, a Purchase Order with a requested receipt date after the expiration or termination of this Agreement, in which case the terms and conditions of this Agreement shall apply to such shipment, but under no circumstances should such shipment be deemed to be or construed as being a renewal or extension of this Agreement. Due to fluctuating market conditions for steel and other building materials, the Seller's price quotes, and delivery estimates are only valid for 30 days. Revised quotes and delivery estimates will be required every 30 days to reflect increased cost of materials, manufacturing costs, or reduced availability of components, where applicable. Price is not guaranteed until Buyer has paid 50% or 100% of purchase price provided purchase order is confirmed with all drawings approved and finalized. Upon satisfaction of all the above noted conditions, the Seller shall submit the building order to the manufacturer for production within 5 business days.

(b) **Deposits.** Deposit received by Seller and/or Manufacturer is offered as security for good faith performance of contractual obligations and for expenses incurred up to the commencement of manufacturing of subject building(s).

(c) **Payment Terms.** Unless otherwise noted in this agreement, payment terms shall be as follows:

(i) 25% at time of contract acceptance.

(ii) 25% Due on Receipt of digital drawings (To Begin Detailing / Manufacturing)

(iii) Balance of contract shall be paid with certified funds by way of wire transfer, including all applicable Sales Taxes, **21** days prior to delivery.

(iv) The Buyer shall pay the Seller interest at **twenty-four per cent (24%)** per annum rested and compounded half-yearly on all overdue payments.

(d) **Manufacturer Modifications/Substitutions.** Manufacturer reserves the right to change or modify the design and construction of Manufacturer's standard buildings from time to time and to substitute material equal to or superior to that originally specified. Any such revisions may result in delayed delivery by the Manufacturer, which the Buyer hereby accepts.

(e) **Buyer Warranties.** Buyer represents and warrants that the materials to be provided by Manufacturer are being purchased for the purposes specifically noted in the Purchase Order.

(f) **No Conflicting Terms.** The Parties agree that the terms of this Agreement shall prevail over any conflicting terms and conditions in any Purchase Order, or any other instrument or document provided by the Buyer. Any additional or different terms or conditions in any Purchase Order or other instrument or submission from the Buyer shall be deemed objected to by Seller without the need of any further or additional notice of objection, and such additional or different terms shall be of no effect or in any way binding upon Seller.

(g) **Acceptance of Purchase Orders by Seller.** Purchase Orders are subject to written acceptance by an authorized representative of Seller. Purchase Orders submitted by Buyer hereunder shall not be binding on the Seller until the earlier of written acceptance by Seller or shipment, and acceptance by shipment shall only be binding as to the portion of the Purchase Order actually shipped by Seller. Any automatic or computer-generated response to a Purchase Order by Seller's automated response system or otherwise shall not be deemed acceptance of a Purchase Order. Notwithstanding the foregoing, Seller reserves the right to refuse, cancel or delay any Purchase Order placed by Buyer and accepted by Seller when Buyer is delinquent in payments or when Buyer has failed to perform any of its material obligations under this Agreement.

(h) **Buyer Amendments to Order.** Where the Buyer seeks to amend a Purchase Order previously accepted by the Seller, the Buyer acknowledges and accepts that the revised order shall be treated as a completely new order. The Buyer agrees to pay any additional costs associated with the amendments to the order, including but not limited to costs of revised building specifications, revised engineer drawings, additional parts/component costs (if applicable), additional manufacturing costs and adjustments in previously quoted prices based on current market value of materials and parts at the time of revised order. The Buyer acknowledges and agrees to pay for any costs incurred by the Seller for the revised order, such as Engineering drawing approvals, building material or steel price increases and manufacturer price increases. Until purchase order revisions are finalized by Seller and Buyer provides 50% deposit of purchase price the price quote is subject to change due to manufacturer price increase, reduced availability of building materials or components, labour disputes or shutdowns resulting from pandemic or other national or world events. The Seller shall not be liable for any delivery delays, manufacturer price increases or material shortages that may occur due to Buyer Purchase Order and/or Building amendments.

(i) **Pricing; Payment.** The price to be paid by Buyer shall be that contained on the Seller's price list last published before the date the building goes into production. Due to the volatile nature of the steel market, the cost of steel and other building materials resulting from worldwide shortages, the Manufacturer may increase the price of the building accordingly based on the price list. The Buyer consents to a price adjustment (where applicable) based on the market fluctuations of steel. The Seller shall provide substantiation of price fluctuation from the Manufacturer. The Seller shall notify the Buyer when the building is nearing completion and delivery of the goods is imminent. Buyer shall pay the outstanding balance for the Goods at least **14** days prior to the scheduled or anticipated delivery date, based on adjusted production costs (where applicable). Buyer acknowledges and agrees to pay for any price adjustments in material or building costs from the manufacturer resulting in increased costs to the Seller of more than 2.5% of the original purchase price, in the event of national or worldwide supply chain issues resulting in market price increases in material or building costs. Payment for the Goods shall be made by certified funds via wire transfer payment or verified certified cheque. The Seller reserves the right to demand payment by way of wire transfer to ensure funds are guaranteed prior to delivery. The price for the Goods covered by this Agreement excludes all transportation costs, freight, insurance and special handling and packaging, or any required federal, provincial, or local sales or other taxes (except for taxes based on Seller's net income), duties, export or custom charges, VAT charges, brokerage or other fees, for which costs Buyer shall be fully responsible. Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to Seller shall be made without Seller's prior, express written approval.

Price Adjustments. In the event the fabrication of the subject building cannot proceed within forty-five (45) days from the date of acceptance of the Manufacturer's building order, the building will be subject to re-pricing to include increased material or labor costs, if applicable, which the Buyer agrees to pay.

3. Delivery.

(a) **Delivery; Title and Risk of Loss.** All Goods acquired by Buyer under this Agreement will be suitably packaged for shipment in Seller or Manufacturer's standard skids. The Goods shall be delivered to Buyer from the Manufacturer's address, and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Buyer must accept delivery of goods and cannot delay or alter the scheduled delivery date by more than five (5) business days. Buyer shall not reject delivery once delivery date is confirmed and scheduled. Buyer shall be liable for any additional delivery and/or storage costs for any building or goods not accepted at the time of delivery. Buyer acknowledges that any and all fees incurred by the Seller to place order on hold or store rejected buildings or goods shall be paid by the Buyer. The Buyer shall furnish the equipment and labour for unloading the Goods off the trucks furnished by Seller.

The Buyer acknowledges that all dates, estimates, design drawings, and delivery projections provided by the Seller are subject to manufacturer confirmation, engineering approval and/or modifications and logistics. The Seller and Manufacturer reserve the right to amend production completion deadlines and delivery dates based on the foregoing factors and market conditions such as supply chain issues, price increases, shortage of materials, etc. The Seller cannot provide any guarantees or warranties with respect to delivery date of said goods, as the Manufacturer shall provide final delivery dates once production has commenced.

(b) **Partial Delivery; Buyer's Right of Inspection.** The Seller will endeavor to deliver the entire building kit where possible but cannot make any guarantees due to its reliance on manufacturing production schedules and material availability. Buyer acknowledges and accepts that due to national and/or global supply chain issues some goods may be delivered in parts based on limited availability of components. When partial components are manufactured and ready for delivery, the Seller shall notify the Buyer of projected delivery and Buyer agrees to accept partial and/or damaged shipment of Goods at the time of delivery. Buyer shall have the right to inspect the Goods at the time of delivery and may make note of any missing or damaged components to submit a claim to Seller Manufacturer. Any claims for shortages by Buyer must be made to Seller within five (5) days after delivery, or such claims will be considered to have been waived by the Buyer and disallowed. Buyer hereby acknowledges and accepts that building insulation is shipped to Buyer separately approximately 2-6 weeks after delivery of building or all building components.

(c) **Buyer's Delivery Refusal.** If Buyer refuses delivery, Buyer shall remain responsible for the balance owing on the contract. Buyer agrees that failure to accept delivery or pick-up when scheduled shall constitute breach of this Agreement and shall pay a minimum \$1,000.00 plus HST charge, plus freight and monthly storage charges equal to 5% of the contract price, accruing until the material is resold or the Buyer accepts delivery.

(d) **Seller's Right to Delay or Cancel.** The Parties agree that any stated delivery dates are approximate, and that delivery of any Goods ordered from Seller under this Agreement may be delayed for a period of time sufficient to allow Seller to manufacture and assemble or otherwise acquire the Goods for Buyer. The Parties further agree that Seller shall not be held liable to Buyer or any other party for any losses, damages, penalties, or expenses for any delay in delivery of the Goods. Notwithstanding any other terms contained in this Agreement, Seller reserves the right to refuse, cancel or delay any shipment to Buyer if any amounts due to Seller from Buyer for any reason become past due, when payment for a shipment has not been arranged to Seller's reasonable satisfaction, or when Buyer has failed to perform any of its material obligations under this Agreement. Such refusal, cancellation or delay of any shipment shall not be deemed a breach or default of this Agreement by the Seller.

(e) **Seller Approval of Shipments/Delivery.** Shipments and delivery shall be subject to approval of the Seller, and the Seller reserves the right, prior to any shipment, to require from Buyer satisfactory security for performance of Buyer's obligations. If Buyer requests a change in delivery location, address or site, Buyer shall be responsible for any and all additional charges for fuel and storage pursuant to such request. If Buyer fails to fulfill the terms of the payment, Seller may defer additional shipments or at Seller's option cancel the uncompleted balance. All deferred shipments shall bear interest from the time they are due until paid at the rate of 18% per annum. No failure of the Seller to exercise any right occurring from default of the Buyer shall impair the Manufacturer's rights in case of any subsequent default.

4. **Scope of Work.** The Seller and the Buyer accept that Approval Drawings prepared by the Manufacturer and/or its Engineering representative and duly approved by the Buyer or its representative shall be deemed the correct interpretation of the contract and fabrication work to be performed.

5. **Other Purchase Details.** The place of fabrication, the routing and the method of shipment, the place of price of purchase, applicable sales tax, on all or any part of the materials to be included hereunder shall be at the sole discretion of the Seller and/or Manufacturer.

6. **Buyer Responsibility.** Buyer and/or Building Owner is responsible for ordering and erecting a structure that when complete, complies with provincial, state, and local building codes and zoning, and which will be sufficient to withstand local environmental conditions. The Manufacturer and Seller make no representations as to the adequacy of the loads ordered and Buyer accepts responsibility for offloading building, including obtaining all necessary tools and equipment to do so at its own expense.

7. **Insufficient Quantities; Patents.** If for any reason, the quantities of the Goods or of any materials used in the production of the Goods reasonably available to Seller shall be less than Seller total needs for its own use and for sale, Seller may allocate its available supply of products among its existing or prospective purchasers and/or its own departments, divisions and affiliates in such manner Seller deems proper in Seller's sole discretion, without thereby incurring liability on account of the method of allocation determined or its implementation or for failure to perform this Agreement. Seller reserves the right to discontinue deliveries of any Goods if, in Seller's opinion, the manufacture, sale or use of the Goods would infringe upon any patent, trademark or design now or hereinafter issued, registered, or existing and under which Seller is not licensed.

8. **Breach of Contract.** In the event of any breach of this Agreement by Buyer, Buyer shall forfeit the full amount of the deposit to be applied to the Manufacturer's lost profits and expenses. Manufacturer may demand, and Buyer agrees to pay an additional amount of up to 33.3% of the total contract balance for standard buildings, or up to 60% on custom-designed structures, as liquidated damages, plus storage, special material cost, lost profits, all attorney, and collection fees. Buyer acknowledges that it is difficult to determine the full extent of damages that may be incurred by Manufacturer resulting from Buyer's breach of this Agreement and the liquidated damages provided for herein are a reasonable approximation and Buyer agrees to the same. In addition to liquidated damages, Manufacturer reserves the right to pursue any other remedies available to it at law or in equity.

9. **Personal Property Security Act (Ontario).** (a) Buyer grants Seller a security interest in the Products purchased and the proceeds of these Products and agrees that this agreement will be a security agreement as per the Personal Property Security Act (Ontario) or such other applicable legislation (including the Civil Code of Quebec) in effect from time to time in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority. (b) The security interest so created or granted shall continue until payment in full of the purchase price of those Products and payment and performance by Buyer of all its other obligations hereunder. Seller is entitled to all remedies of a secured party after default or other applicable law, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable legal fees, court costs and the expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to do anything (including execute any security agreement or other instrument or document or provide any information or grant any security interest) considered necessary or convenient by Seller to perfect or evidence a security interest in the Products purchased and the proceeds of those Products, to maintain an effective security interest or set out in further detail the terms and conditions it requires in a security agreement, including, but not limited to, executing financing statements, financing change statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments. (c) Buyer consents to Seller effecting and maintaining a registration on the register (in any manner it considers appropriate, including as a purchase money security interest) in relation to any security interest contemplated by this agreement and waives the right to receive notice of a verification statement in relation to any registration on the register. (d) Buyer undertakes to not register a financing a change statement in respect of a security interest contemplated by this agreement without the prior written consent of Seller.

10. **LIMITED ONE (1) YEAR WARRANTY.** The Manufacturer warrants all parts of the building/structure to be free from manufacturer defects in workmanship and materials for normal use and maintenance for twelve (12) months from the date of delivery by, or pick-up from the Manufacturer. Unless specifically noted, the Manufacturer's Warranty has excluded all matters except design, fabrication, and delivery of the materials. The Manufacturer Warranty specifically excludes all matters relating to erection of the building, insulation, foundation design, concrete, imbeds, overhead doors, windows, unloading, storage, field painting, tax, etc.

This Express Limited Warranty applies only when the building is properly constructed or installed as per the Manufacturer Installation Manual and engineer erection drawings. Quality of materials shall conform to the requirements and specifications of the Manufacturer as stated herein. This Limited Express Warranty shall be invalidated by any procedural or other changes in construction, installation, modification, or engineering additions not approved by the Manufacturer, by improper site selection, site preparation errors or failure to comply with Manufacturer's instructions or warnings regarding payment, delivery, storage, or handling. The Manufacturer will replace any missing or defective material furnished within twelve (12) months upon presentation by the Buyer of evidence satisfactory to the Manufacturer of such defect. The shop painting is a prime coat, and the Manufacturer shall not be responsible for the condition of the paint after it has been delivered to the common carrier, job site or owner. Manufacturer's sole responsibility under this Limited Express Warranty shall be to replace the defective material. Ready access to the building or structure for inspection, repair or replacement of parts is the responsibility of the Buyer and original owner.

(i) **EXCEPTIONS.** The Limited Express Warranty does not cover normal maintenance—The Manufacturer recommends that regular inspection/maintenance be performed at least once a season and proof of maintenance be kept. Additionally, labor charges (except as described in the Limited One Year Warranty paragraph), investigation charges, transportation charges for replacement parts, or any other service calls/repairs are not covered by this Limited Warranty. It also does not cover any portion or component of the building system that is not supplied by the Manufacturer, regardless of the cause of failure of such portion or component.

(ii) **CONDITIONS FOR WARRANTY COVERAGE.** The building must be used in accordance with original specifications and building loads as per local zoning requirements and cannot have been subjected to accident, alteration, improper repair, neglect or misuse, or an act of God (such as a flood, tornado, storm, etc.). Installation must be according to The Manufacturer installation instructions and serial numbers and/or rating plate must not have been altered or removed.

(iii) **DURATION OF WARRANTY & REGISTRATION.** The warranty begins on the date of purchase by the original Buyer. The Buyer must complete and return the warranty registration card or register at www.metalprobuildings.com within 90 days of purchase. The consumer must retain a receipt bill of sale as proof of warranty period. Without this proof, the express warranty begins on the date of shipment from the factory.

(iv) **REMEDY PROVIDED BY THE LIMITED EXPRESS WARRANTY.** The sole remedy under the Limited Warranty is replacement of the defective part(s) or components. If replacement parts are required within the period of this warranty, the Manufacturer replacement parts/components shall be used; any warranty on the replacement part(s)/component(s) shall not affect the applicable original unit warranty. Ready access to the unit for service is the owner's responsibility. Except for the One Year Parts and Labor Warranty, labor to diagnose and replace the defective part(s) or component(s) is not covered by this Limited Express Warranty. If for any reason the replacement part/product is no longer available during the warranty period, The Manufacturer shall have the right to allow a credit in the amount of the current suggested retail price of the part/product instead of providing repair or replacement. The Seller shall not be responsible for any field work of any kind under any circumstances performed on any material furnished under this Agreement without prior authorization in writing from the Manufacturer.

(v) **LIMITATION OF LIABILITY.** There are no other express or implied warranties. The Manufacturer makes no warranty of merchantability. We do not warrant that the building is suitable for any particular purpose or can be used in any geographic location due to unique building by-laws, weight loads and zoning requirements for each region. There are no other warranties, express or implied, which extend beyond the description in this document.

All warranties implied by law are limited in duration to the one-year term of the Limited Warranty. Your exclusive remedy is limited to the replacement of defective parts. We will not be liable for any consequential or incidental damages caused by any defect in this building, parts, or components thereof.

(vi) **HOW TO OBTAIN WARRANTY SERVICE OR COMPONENT PARTS.** If you have a warranty claim, contact the Seller and/or Manufacturer at 1-800-997-8163. Have your account number, and date of purchase available for this call. Owner responsibilities are set forth in the instruction manual—read it carefully. All Warranty claims must be submitted in writing to the Manufacturer at the Seller's or Manufacturer's website stated herein. Satisfactory evidence of such defect shall include accurate time stamped photos and any inspection or expert reports. Manufacturer shall have a period of thirty (30) days after receipt of such satisfactory evidence to reasonably determine if a defect exists to which this Limited Express Warranty applies. Manufacturer shall have the right, but not the duty, to conduct such inspections of the materials in place, and the Buyer or Contractor agrees to provide reasonable access to the building or structure. In the event Manufacturer has not notified Buyer of its acceptance of responsibility for the claim within the herein referenced thirty (30) days, it shall be presumed that the claim of warranty is denied.

(vii) **LIMITED PRODUCT WARRANTY REGISTRATION** The limited warranty for this unit begins on the date of purchase by the original Buyer. Return this registration card or register at www.metalprobuildings.com within 90 days to record the date of purchase. If you don't register the purchase, the warranty begins on the date of shipment from the factory, and you will not receive the benefit of the entire warranty term. Model and serial numbers can be found on the building components. By signing, the purchaser acknowledges that he or she has read the limited warranty for this unit. Tear off and mail this card only. Retain the warranty for your records.

11. **Disclaimer of Warranties.** The warranties set forth herein or in Seller's warranty provisions contained herein with respect to a product are the only warranties made by Seller in connection with the products and the transactions contemplated as a result of this sale. If any model or sample was shown Buyer, that model or sample was used merely to illustrate the general type and quality of the Goods and not to represent that the Goods would necessarily conform to the model or sample.

Seller makes no other warranties or representations to Buyer or any other person of any kind, whether express or implied, with respect to the products, and Seller specifically disclaims all implied warranties including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Products sold hereunder are sold only to the specifications specifically set forth by the Seller in writing. Seller's sole obligation for a remedy to buyer shall be repair or replacement of non-conforming products. Buyer assumes all risk whatsoever as to the result of the use of products purchased, whether used alone or in combination with other products or substances.

THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE WARRANTY STATED HEREIN. IN NO EVENT SHALL SELLER OR MANUFACTURER BE LIABLE FOR LOSS OF PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. MANUFACTURER HAS NOT AUTHORIZED AND SHALL NOT AUTHORIZE ANY PERSON OR COMPANY TO ASSUME, ON BEHALF OF THE MANUFACTURER, ANY LIABILITY IN CONNECTION WITH THE MATERIAL SUPPLIED, NOR TO INCREASE THE SCOPE OF THIS LIMITED EXPRESS WARRANTY.

12. Limitation of Liability; Actions. In no event shall Seller be liable under this Agreement to the Buyer for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, shutdown or slowdown costs, inconvenience, lost business opportunities, damage to goodwill or reputation, or other economic loss, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. The liability of Seller, and Buyer's sole and exclusive remedy for damages for any claim of any kind whatsoever under this Agreement, regardless of legal theory, shall not be greater than the actual purchase price of those Goods with respect to which such claim is made.

No action shall be brought for any claim relating to or arising out of this agreement more than two (2) years after the accrual of such cause of action, except for money due on an open account.

13. Indemnity. To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless the, Seller, Seller's consultants, employees, officers, directors and shareholders from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of, resulting from or in connection with Buyer's construction or installation of the materials provided by Manufacturer. Nothing herein shall be construed to bind Seller or Manufacturer to any construction or other contracts between the Buyer and the owner of the property upon which the materials are installed or constructed.

14. Compliance with Laws. Buyer represents, warrants, and covenants that it shall comply with all applicable international, federal, provincial, and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Goods. Buyer acknowledges and understands that the Goods may be subject to restrictions upon export and upon resale after export. Buyer therefore represents and warrants that it shall comply fully with all relevant regulations and import and/or export control laws of Canada.

15. Intellectual Property. Buyer acknowledges that Seller is the owner of intellectual property related to the Goods, including the [any applicable trademarks] trademark and other trademarks (the "Marks") and proprietary color and patterns used in connection with its Goods (the "Copyrights"). Buyer shall not use the Marks or Copyrights or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Marks or Copyrights. Buyer acknowledges that it is not being licensed any right or interest of any kind in the Marks or Copyrights and that Buyer may not use the same without the prior, written consent of Seller.

16. Authority of Seller's Agents. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the Goods sold under this Agreement. Unless an affirmation, representation, or warranty made by an agent, employee, or representative of Seller is specifically and expressly included within this Agreement, it does not constitute a part of the basis of the bargain between the Parties and shall not in any manner be enforceable.

17. Term and Termination.

(a) **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for [number, e.g., 1] year, unless extended by mutual written agreement of the Seller and Buyer.

(b) **Termination for Convenience.** Either Party may terminate this Agreement at any time with or without cause by giving 30 days prior written notice. Such termination shall not relieve Buyer of its responsibility to receive and pay for Goods under any accepted or filled Purchase Orders. Any refund is subject to 3% credit card charge if the deposit is pay by credit card.

(c) **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a material breach by the other Party that remains uncured after: (i) in the event of a monetary breach, 7 calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, 30 calendar days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

(d) **Termination for Buyer's Financial Insecurity.** Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically and without notice upon the occurrence of any of the following events, each of which shall be deemed to be an incurable breach of this Agreement: (i) Buyer's dissolution, termination of existence, insolvency or bankruptcy; (ii) the appointment of a receiver of any part of the property of Buyer; (iii) an assignment for the benefit of creditors by Buyer; (iv) the filing by Buyer of a petition in bankruptcy or under any insolvency laws or any laws related to the relief of debtors, readjustment of indebtedness or reorganization of Buyer;

(e) Buyer's failure to make repayment of its obligations for borrowed money; or (vi) Buyer's failure to comply with any law with respect to conduct related to this Agreement, or engaging in any practice with respect to the Goods determined to be illegal or an unfair trade practice. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder.

18. Governing Law; Venue. This Agreement shall be construed, and the respective rights and duties of Buyer and Seller shall be determined, according to the laws of the jurisdiction of Ontario, Canada, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties hereto expressly agree that the terms and conditions hereof and the subsequent performance hereunder shall be construed and controlled by the laws of the province of Ontario. Claims, disputes, or other matters in question between the parties arising out of or relating to this Agreement or breach thereof, shall, in the sole and absolute discretion of the Seller, be subject to and decided by arbitration via the ADR Institute of Canada. Such arbitration shall be conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes, currently in effect. Seller shall have the right to select any recognized arbitration services company. Such arbitration shall be conducted in the City of Toronto, Ontario as determined by the arbitration provider. A demand for arbitration shall be made by the Seller within a reasonable time after the claim, dispute or other matter in question has arisen. Any award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Nothing herein shall preclude Buyer or Seller from electing to pursue legal remedies through a court of competent jurisdiction in the province of Ontario. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any court located in Toronto, Ontario. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

19. Legal Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable legal fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

20. Relationship of the Parties. The relationship of the Parties hereto is that of vendor and purchaser. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Accordingly, Buyer shall not be empowered to bind Seller in any way, to incur any liability, make any statements, representations, warranties, or commitments, or otherwise act on behalf of the Seller. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

21. Force Majeure. Seller and Manufacturer shall not be liable hereunder for any failure or delay in the performance in whole or in part of its obligations under this Agreement, if such failure or delay is on account of causes beyond the reasonable control of the Seller and Manufacturer, including civil commotion, riot, war, fires, floods, accidents, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, embargoes, casualty, strikes or labour disputes, terrorism, pandemics (i.e. Covid-19 shut downs and supply chain interruptions), losses or damages in transportation; or shortage of trucks, fuel, labour, or materials, acts of God, or other similar or different occurrences beyond the reasonable control of the Seller, for so long as such force majeure event is in effect and for a reasonable period thereafter. Seller shall endeavor to provide Buyer with notice of the occurrence of such an event within 10 business days of its occurrence. In case of happening; any such cause of delay, the time of completion shall be extended accordingly.

22. Assignment. Buyer may not assign this Agreement, either in whole or in part, nor delegate any performance hereunder, without the express, written consent of the Seller, which consent shall be at Seller's sole and absolute discretion. Any assignment without such consent shall be null and void. Seller may assign this Agreement upon written notice to Buyer.

23. Headings; Construction. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

24. Weekends and Holidays. In the event any date called for herein falls on a Saturday, Sunday, or federal or provincial holiday, said date shall be extended to the next business day following such Saturday, Sunday, or federal or provincial holiday. Any future dates that are dependent upon the originating date shall be adjusted accordingly.

25. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

26. Notices. All notices or other communications required under this Agreement shall be deemed effective when received and made in writing by either (i) hand delivery; (ii) registered mail; or (iii) fax with confirmation, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

SELLER	BUYER
Metal Pro Buildings, Inc 100 Tempo Ave, North York, ON M2H 2N8 Attention: Orders & Operations Toll-free: 1-800-997-8163 Ext. 5406 Email: orders@metalprobuildings.com	

27. **Authorized Signatories; Counterparts.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Party are authorized to execute such an Agreement. No further proof of authorization shall be required. This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

28. **Entire Agreement.** This Agreement including the Exhibits A (Drawing) attached hereto, is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties hereto, whether written or oral. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

29. **Binding Contract.** This proposal is not a binding bilateral contract until signed by Buyer and accepted by the Seller, and when accepted, it together with the general conditions of contract, constitute the entire contract between Buyer and Seller. This Agreement supersedes all prior agreements, understandings, conditions, or inducements whether in writing or oral, and the Seller is not bound by any other agreements, understandings, conditions, or inducements otherwise than are expressly set forth and stipulated herein. No change, alteration, amendment, modification, or waiver of any of the terms or provisions hereof shall be valid unless the same be in writing and signed by the Seller.

30. **Modification; Waiver.** This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

The undersigned has read the above Terms and Conditions of Sale and Warranty and accepts them as part of this Agreement. In witness whereof, the Parties hereto have executed this Agreement on the date set forth below.