



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

Date:	Quotation:		Quote Number:	Quote N°.1	Customer ID:	L_111343
Customer : Kent Chaulk	Company:	Tel:	Cell:	Work: (1709) 697-2219	Email: inquiry@lhyo.ca	
Mailing Address:	City:		Prov.:		Postal Code:	
Building Address:	City: Labrador City		Prov.: NL		Postal Code:	
Ship to:	City: Labrador City		Prov.: NL		Postal Code:	

USE	SERIES	MODEL	FOUNDATION SYSTEM	WIDTH	LENGTH	HEIGHT	GAUGE
LOW (CATEGORY I) SHELTERED	S-SERIES	S20-12	TROUGH	20	30	12	22/20

Front Wall	OPEN	LARGE C/A					
	QTY	WIDTH	HEIGHT		QTY	WIDTH	HEIGHT
	1						
Rear Wall	SOLID	INCLUDED					
	QTY	WIDTH	HEIGHT		QTY	WIDTH	HEIGHT
	1						

Accessories			
	QTY		QTY

Garage Doors / Sliding Doors			
	QTY	Width	Height

Insulation		✓ 110% Nuts & Bolts* *	INCLUDED
	Not included	✓ 30 Year Warranty* *	INCLUDED
ESTIMATED DELIVERY		✓ Engineer Drawings and Manuals* *	INCLUDED

Notes:	SHADOW/DIRFIT (Special Load condition) - Building located tight in among obstructions above the roof level that are or will be located within twenty 20 feet of the building.		
25% Deposit Due on Drawing Approval	\$ 250		

Quoted price	
Freight	\$21,698.50
Total	\$6,000.00
	27698.496923077

SIGNED: Kent Chaulk

Herbert Broderick
Herbert Broderick - General Manager

TERMS AND CONDITIONS OF SALE
1. Acceptance: Agreement. These Terms and Conditions supersede all other terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. These Terms and Conditions represent the final and complete understanding of the parties and may be amended or cancelled only by written agreement signed by both parties. These Terms and Conditions expressly limit acceptance to these provisions. No order shall have any force or effect until acknowledged in writing by Seller. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the provisions of these Terms and Conditions is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the provisions contained in these Terms and Conditions. Unless otherwise stated herein, Buyer's receipt of any portion of the goods ("Goods") shall constitute acceptance of these Terms and Conditions, unless Buyer immediately returns all such Goods.
2. Price and Payment Terms. The total price and all other related charges for Products will be set out in your purchase receipt. Prices offered or advertised do not include shipping and handling or applicable sales taxes, which will be added to the price you pay. The Seller will also provide confirmation of your order to the email address you provided during your registration process.
The Buyer agrees to pay the total balance of the purchase price in cash (wire), certified cheque or credit prior to Metal Pro Building or Pioneer Steel, delivery of the Metal Pro Building. Buyer is not permitted to issue instructions to delay manufacture and/or shipment of the material unless the Seller expressly consents to the same in writing.
All payment and credit terms are within Seller's sole discretion and will be as specified during your purchase process. Unless otherwise specified, payment must be made in full and received by the Seller prior to Seller's acceptance of an order for Products. If Seller permits and agrees to credit terms, invoices are due and payable upon receipt, or such other period as agreed by Seller during the order process. Seller may invoice parts of an order separately.
Any price estimate or quotation provided by Seller will only be valid for the period stated for the estimate or quotation. Seller's prices are subject to change without notice. Unless otherwise specified, all quotations are binding only for immediate acceptance. No discounts shall be provided except as specifically allowed in writing by Seller. The price for the Goods and all other amounts due to Seller from Buyer shall be paid without abatement, deduction, or setoff. The date of payment of an invoice shall be the date the payment is received by Seller at the location designated on the invoice.
This purchase order presented by the Buyer to the Seller 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. Metal Pro Steel Buildings are made to order and/or custom fabricated products and therefore are not returnable for credit once the initial deposit is made, as manufacturing begins immediately following receipt of the same. No verbal conditions, agreements, representations or warranties shall be enforceable against the Seller. Buyer hereby acknowledges receipt of a completed copy of this Agreement and agrees to all the terms and conditions on the face and reverse side hereof. Notwithstanding any other terms in this contract, if shipment is via THIRD PARTY CARRIERS OR PORT
DELIVERIES payment in full via Certified Funds is due prior 21 days to delivery. Any and all sales of clearance, discounted, reduced, red tagged, sale items sold directly from the factory inventory are Final Sale. No Refunds. No Exceptions. DEPOSIT: 25% due on order signing, 25% due on Engineer drawing approval; remaining balance owing on delivery CHEQUE. The parties agree that the Seller may assist the Buyer with the 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 as required in the respective jurisdiction for erecting the said steel building 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 steel buildings shall be resolved in the City of Mississauga, in the Province of Ontario, Canada. Any proceedings, which may be commenced pursuant to any Claims, shall be commenced at the Brampton Courthouse, in the city of Brampton, Province of Ontario, Canada. In the event that the Buyer makes a claim for damages against the Seller, the Buyer's claim shall be limited to the replacement value of the steel building and not for any consequential damages.
3. Taxes. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any Federal, Provincial, or local law, rule, or regulation concerning the Goods sold hereunder or the manufacture or sale thereof. If Seller pays any such taxes or assessments, Buyer shall, upon demand, immediately reimburse Seller for such amounts.
4. Risk of Loss. All risk of loss or damage to Goods shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. Unless otherwise agreed by the Seller in writing, all shipments shall be Freight On Board" (hereinafter "F.O.B.") point of manufacture.
5. Shipping and Delivery. Steel Building components shall be safely and securely packed for shipment. All shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delays in securing Buyer's approval of necessary specifications and materials shall, if Seller so chooses, extend the date of delivery. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.
6. Shipping and Title. The Seller will arrange delivery of the Products to your address using the process set out in your order, or otherwise any other carrier selected by Seller. Orders for multiple Products may be shipped separately. Title and risk of loss to tangible products passes to you upon shipment to the carrier. The Seller does not provide insurance on products during delivery, unless expressly set out in your order. The costs of shipping and handling will be shown on your purchase receipt.
The Seller will inform you of estimated shipment dates but is not liable for any delivery delays or failure to ship by the estimated due date, including without limitation as a result of events beyond the Seller's or its shippers' reasonable control, including without limitation shortage of materials, transportation failure, or acts of God.
7. Warranties and LIMITATIONS ON WARRANTIES. A. The Seller expressly warrants that, for a period of 12 months after shipment, the Goods will be free from defects in material and workmanship. THESE ARE SELLER'S ONLY WARRANTIES. SELLER MAKES NO OTHER WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. PIONEER STEEL MANUFACTURERS LTD. hereinafter "The Manufacturer") provides a 30 year rust and perforation warranty, which may be enforced directly with the manufacturer. B. If Buyer notifies Seller in writing within the warranty period of a defect in any Goods or part thereof sold by Seller to Buyer, the manufacturer of the steel building(s), the Manufacturer shall process the warranty claim and inspect the allegedly defective goods. If the Manufacturer determines, after appropriate tests and inspection by Seller, that such Goods or part thereof are not in conformity with the warranty given hereunder, Manufacturer will repair or replace, at its sole option, F.O.B. point of manufacture, the defective Goods or part thereof, provided Buyer returns such Goods or part thereof to Manufacturer's plant, freight prepaid. No Goods or part thereof shall be returned without Manufacturer's prior approval. This shall be the Buyer's exclusive remedy for Seller's liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer.
C. Except with respect to title, Seller's warranty does not attach to Goods or parts thereof not manufactured by Pioneer Seller will, as an accommodation to Buyer, pass on to Buyer whatever warranty, if any, it receives from the Manufacturer of such Goods or part, but only to the extent allowed by the Manufacturer.
D. Seller's liability to Buyer, or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of any Goods sold by Seller to Buyer or loss arising out of any Goods sold by Seller to Manufacturer or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Steel Building or part thereof with respect to which such liability is claimed or, where appropriate and at the option of Seller, to replacement of the Goods or part thereof. In no event shall Seller be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Goods or their sale, use, or manufacture. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES, EVEN IF THE SELLER HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSE.
E. If Buyer or any third party repairs or modifies all or part of the Goods without the prior written consent of Seller, or if the Goods are not installed or used in compliance with Seller's directions, this warranty shall be void.
F. Any and all measurements of the Steel Building components are general estimates only and the Seller shall not be held liable for small miniscule or slight deviations in measurements. The final drawings and measurements approved by the Certified Engineer shall be deemed a part of and govern this Agreement and not any estimation provided verbally or in any other Vendor documents.
8. Inspection. Seller's products are sold F.O.B. factory and leave in excellent condition, and Seller assumes no responsibility for carrier damage. Buyer shall inspect the Goods upon receipt for damage. If shipment is damaged in transit, Buyer must require the driver to record said damage in writing and Buyer must notify carrier immediately to submit a damaged goods claim request.
9. Warranties By Seller. The Seller warrants that all Goods and the materials comprising those Goods shall be properly assembled, free from defects in material or workmanship, and shall be of merchantable quality, and this warranty shall not be deemed to survive acceptance of, and payment for, the Goods. The Seller further warrants that all goods shall: Conform to any sample, specifications, drawings or other description furnished to or adopted by the Buyer; and All Goods shall meet or surpass the Buyer's specifications as set out in this Order or in any supporting documents relating to that Order, and there shall be no deviation from those specifications, except as approved in writing by the Buyer prior to the shipment of the Goods concerned. Be of merchantable quality free from any defects in material or workmanship and fit for any purpose expressly disclosed by the Buyer to the Seller. The Seller warrants that it has good and marketable title to the goods and that neither the supply of any goods to the Buyer nor the use of those goods by the Buyer shall constitute an infringement of any patent, invention, trade mark, copyright or similar proprietary interest belonging to any third party. The Seller warrants that the purchase and use of the Goods by the Buyer shall not infringe any patent, industrial design, copyright, trademark or other proprietary right of any other person, and the Seller indemnifies and shall save Buyer harmless from and against any claim, proceeding, damage, liability or cost (including legal costs on a solicitor and client or substantial indemnity basis) relating to any claim based upon such infringement.
10. Indemnification. „X000B„ A. If the Goods are manufactured by Pioneer Steel Manufacturers Ltd. in accordance with specifications or other directions provided by Buyer, Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities, and expenses (including legal/lawyer's fees), which the Seller may incur or become liable to pay with respect to such Goods, including (without limitation) product liability claims, claims relating to patent, trademark, copyright infringement, or unfair competition, claims of non-compliance with any Federal, Provincial, or local law or regulation, and any other claim of any third party which relates to or in any way arises out of such specifications or other directions provided by Buyer.
B. Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities, and expenses (including attorney's fees), which the Seller may incur or become liable to pay which relate to or in any way arise out of Goods being subjected to, in whole or part: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods; or (v) any use or application other than or varying in any degree from that for which the goods were designed.
11. Insurance. Building is shipped through a third-party freight company that carries its own insurance on the transported Steel Building. Any and all claims regarding damage or loss of product shall be submitted by the Buyer directly to the Freightage Company. Various freightage carriers are used by the manufacturer, however the designated freight company for the shipping of the Buyer's product shall be identified on the Bill of Lading.
12. Force Majeure. The Seller shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control (such as labour dispute, war (whether or not declared), riot, terrorism, fire, flood, or other acts of God, but the party claiming relief under this provision shall notify the other party forthwith as soon as such a delay or default is anticipated.
13. Amendments and Assignment. No modifications of, or additions to, the provisions or conditions of this Purchase Order will become a part of it unless accepted in writing by the Buyer. This Purchase Order may not be assigned, sub-contracted or otherwise transferred in whole or in part to any other supplier, except with the prior written consent of the Buyer. „X000B„ 14. Termination. Seller shall have the right to terminate this Agreement or to cease work hereunder, in whole or in part, at any time, if (i) Buyer is in default of or commits a breach of any of the provisions of these Terms and Conditions or any other agreement it has with Seller, (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer, (iii) Buyer executes an assignment for the benefit of creditors, (iv) a receiver is appointed for Buyer or any substantial part of its assets, or (v) Seller shall have any reasonable grounds for insecurity with respect to Buyer's ability to perform and Buyer is unable to provide Seller with adequate assurance of its ability to perform within ten days after written request therefore by Seller.
14. Seller's right to terminate under this section is not an exclusive remedy. Seller shall be entitled to all other rights and remedies it may either at law or in equity. No termination hereunder shall affect any accrued rights or obligations of either party as of the effective date of such termination.
15. Storage. In absence of agreed shipping dates, Seller shall have the right to invoice Buyer and ship the Goods once they are ready for shipment. If Buyer is unwilling to accept shipment of the Goods on the agreed shipping date or as provided in the prior sentence, Seller may, at its option, place the Goods in storage and bill Buyer for the storage charges. In such case, risk of loss shall pass to Buyer when the Goods are placed in storage, and the date the Goods are placed in storage shall constitute the date of shipment for purposes of beginning the warranty period.
16. Waiver. Failure of Seller at any time to require Buyer's performance of any obligation hereunder shall not affect Seller's right to require performance of that obligation or of any other obligation of Buyer hereunder. No delay, or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.
17. Language. The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.
18. General. The relationship between the Seller and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms [Insert if posted to web "...or your use of this Website". The failure of Seller to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by you. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. If any provision of these Terms will be ruled unenforceable, then the remainder will be enforced to the extent permissible.
19. Customer Support and Information. Please contact us at 800-997-8163 for assistance with questions about your purchase, shipment, warranty service, and any exchanges, returns, cancellations or transfers, or to change your address or to inquire about orders, bills and invoices.