

## Terms and Conditions

The purchaser, Abcott Construction Ltd., shall be hereunder referred to as Abcott Construction. The supplier of goods and/or services shall be hereunder known as the vendor. This contract is to be supplied/completed in its entirety all in accordance with governing plans, specifications, general conditions, memorandums, addendums, terms and conditions herein in their entirety, all available at Abcott Construction's office, and all as per governing jurisdictional authorities' permit requirements and codes. It is understood in this contract that all the conditions in the Canadian Standard Construction Subcontract CCA 1 - 2008 Stipulated Price Subcontract become part of this agreement, amended only if herein indicated.

This purchase order must be acknowledged by signature of an authorized signing authority prior to any payment being released by Abcott Construction. Receipt of a signed acknowledgement shall constitute recognition by the vendor that such signatory is authorized.

Billings cannot exceed face value shown on purchase order without authorized change orders. Abcott Construction reserves the right to add/delete or vary quantities and the vendor is to add/deduct/vary cost proportionately in accordance with the changing needs of the contract and the terms and conditions stated herein. Cost (including trade discount) breakdowns shall be submitted on credits/extras to the work before commencing, whenever possible. Extras are payable upon signing approved change order. If required, work shall be done on a time and material actual cost basis plus 10% or in accordance with the specifications of the prime contract with necessary cost backups provided.

Vendor will acquire Commercial General Liability with inclusive limits of at least \$2,000,000.00, or more as required, WSIB Clearance Certificate, and Form 1000 prior to commencement of any work. Abcott Construction will not accept backcharges for any reason unless Abcott Construction's Project Manager or President authorizes such charges in writing. Work must be complete in all respects and fully approved with all as-builts, additional material warranties and extended warranties all commencing from project Substantial Completion. Inspection Certificates, test results, maintenance manuals, commissioning reports, all to the number required, along with Statutory Declaration prior to 2<sup>nd</sup> payment whenever required and WSIB Certificate, must be provided prior to Substantial Completion and before final payment is processed/released.

Only packing slips signed by our Superintendent will be considered as proof of goods received. Partial shipments without prior consent of Abcott Construction may be rejected. Delivery of goods and acceptance on site shall be conditional upon proper quality, count, adequate storage, damage, and advance scheduling and co-ordination with Abcott Construction Ltd. A minimum of 5 working days must be allowed to check count, quality, comments and condition of goods following receipt of shipment. Materials must be as specified or approved in writing for substitution obtained prior to delivery/installation on site and must be accompanied by reviewed, final shop drawings, installation instruction, phone contact and/or site representative presence, WHMIS documents etc. Delivery on site of interior goods/services or materials not meeting specifications shall not constitute acceptance by Abcott Construction.

A contract breakdown is to be provided, on request, prior to monthly billings. Progress payments will be monthly, or when the Contractor has been paid by the Owner, whichever is later, covering 90% of the value of the work completed by the Sub-Contractor to the end of the previous month, with the invoice to be rendered by the Sub-Contractor not later than the 25<sup>th</sup> of the previous month, provided one copy of this document is first signed by Sub-Contractor and received by the Contractor. The balance of the Contract Price, including holdback, will be paid in accordance with the Construction Lien Act and ten (10) days after payment of such amount has been received by the Contractor from the Owner. Our Purchase Order Number must be provided on your shipping bills, correspondence and invoices, in order to be processed.

Time is of the essence. All necessary shop drawings, samples and documentation required for review must be submitted promptly, without delay. Labour/delivery must be completed and in accordance with specifications and Abcott Construction schedule or slated time. Vendor shall employ on site, competent, skilled supervision and tradesmen carrying out the work in a tradesman like manner to the highest quality standards and in accordance with the plans and specifications and as per the requirements noted herein. Vendor shall notify Abcott Construction in writing within five working days of any revision to the Schedule that reflects a foreseeable or imminent delay. In the event of a delay, the Vendor will take, at no cost to Abcott Construction, all necessary measures to recover the planned progress of the work. If Abcott Construction becomes liable for penalties or damages caused by such delays, the Vendor shall pay to Abcott Construction the proportion of such penalties for which it has been responsible. It is the responsibility of Vendor to employ licensed tradesmen with up to date skills tickets and to arrange for/schedule and provide all applicable accommodations, inspections/permits/engineering/commissioning reports etc., as required of their trade work in accordance with all governing jurisdictional authorities and specifications or as required herein.

Abcott Construction reserves the right to holdback monies in accordance with the Construction Lien Act and/or contractual obligations or other regulations in effect or holdback sufficient money for any incomplete work or deficiencies until such work/items are complete/rectified. Incomplete items and deficiencies are to be carried out in accordance with Abcott Construction deficiency process, in a satisfactory manner, and in accordance with directives or notices given. Failure to act promptly, as required, or failure to comply with any or all of the above after reasonable notice, may result in holdbacks, backcharges, and/or contractual default.

Compliance with all Fire, Health and Safety regulations and all other applicable regulations is mandatory and must be strictly adhered to on all Abcott Construction sites. Trades shall be entirely responsible and must remove their debris in a regular and timely manner, and such debris must be arranged to be sorted/bagged contained adequately and disposed of in accordance with all regulations, codes, bylaws, and legislation in force during the period of construction. Non-conformance with the above may result in backcharges and/or dismissal off site and/or contractual default.