

These terms and conditions supersede any verbal agreement or information shared between the client and Claude Portelance Construction Inc. or its representative. By accepting this *Service Proposal*, the customer accepts the terms and conditions set out in the said proposal as well as those contained in this document and agrees to comply with those terms and conditions. When there is a discrepancy between this document and the *Service Proposal*, terms and conditions of the *Service Proposal* prevail.

- The term "client" is used to represent the person or entity identified as such in the *Service Proposal*.
- The term "CPCinc." and "the contractor" are used to represent Claude Portelance Construction Inc and / or its representatives.
- The term "proposal" or "service proposal" refer to the document entitled "SERVICE PROPOSAL" on which the client is indicated, along with date, proposal# and description of proposed services and to which the above terms and conditions apply.

Legal Binding

1. The client signing the service proposal declares the following:
 - a. That he has read and understood all descriptions, terms and conditions provided and deems them satisfactory;
 - b. That necessary funds have been secured for the project at the time of award;
 - c. That there are no pending judgments on his person or lien on his property.
2. The client signing the service proposal agrees to the following (along with all other terms and conditions):
 - a. CPCinc. is permitted to verify and inquire about his payment history with any relevant source, including banking institutions and credit agency.
 - b. Any relevant source, as put in contexte in section 2.b. will be allowed and instructed to provide information to CPCinc., upon request, and not be held liable.
 - c. If the client is a corporation, the officer accepting (signing) the service proposal will thereby act as guarantor for the corporation. In the event that the contract is awarded by meeting resolution, all voting parties agree to act as guarantor.
3. If any clause, sentence, paragraph, or part of this proposal should, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered.
4. All parties agree that any contractual or verbal agreement made after presentation of this proposal are to be under the jurisdiction of the province in which the work and materials are to be delivered. Furthermore, both parties agree that any causes under Ontario jurisdiction are to be deposited and heard at the Court of L'Original (Ontario) and all causes under Quebec jurisdiction are to be deposited and heard at the Palais de Justice of Saint-Jérôme (Quebec).

Validity of the proposal

5. The proposal is valid for a limited time only. See the validation period indicated on the proposal.
6. The proposal only includes items or services indicated as 'included'. Any other item or service will result in an extra to our mandate, if requested or necessary. Adding such extra to our mandate may delay delivery date.
7. The proposal is only valid upon client's credit approval.
8. CPCinc. may, at any given time, void this proposal if the company is unable to deliver product and/or services as described due to timing issues and/or workloads.+

Payment terms

9. Invoicing will be according to indicated frequency and is payable in full according to payment terms as shown on the proposal.
10. Interest rate at the lowest of 18% per annum and the maximum legally allowed will be added to all unpaid balance after due date. First interest charge is calculated on the day after the due date and on the 28th day of every month until payment is received in full.
11. The client agrees to reimburse all legal fees and collection costs incurred by CPCinc. if said client is in default of payment. The maximum reimbursement value will be no more than 35% of the total debt, including taxes and extras when applicable.
12. If the client wishes to cancel the contract (after the grace period allowed by the article 58 of the Consumer Protection Act, when applicable), the client will be required to compensate CPCinc. for all purchases, expenses and liabilities related to this contract at cost price and pay a penalty equivalent to 20% of the contract value (extras also applicable to this calculation).
13. All extras are payable upon reception of invoice, with same terms and conditions negotiated in the original contract agreement. If there is no official contract, the terms and conditions of this *Service Proposal* apply.

Extent of the included services.

14. Unless otherwise indicated, the client is responsible to obtain and pay associated costs for permit(s). CPCinc. is not responsible to validate the accuracy or requirements for permits and will not take any responsibility if client fails to obtain required authorisations and permits.
15. CPCinc. is not responsible to test soils compaction or composition and will not be held responsible for any damages resulting from soils stability or components. Should the client request such analysis, he must inform CPCinc. before work start date.
16. If the client is responsible to purchase or provide any items, materials or trades, said client must ensure that all required items, materials and trades are on site when needed. The client will be charged 60\$ per hour and 0.75\$ per kilometer, for each worker if workers wait on items, materials or laborers provided by the client. The minimum travel fee is the equivalent of one hour rate per worker, when workers are sent back due to missing items, materials or trades. Services provided at an hourly rate will be charged at the agreed upon (in this proposal) hourly rate instead of the 60\$/hr rate proposed in this article.
17. All work areas and commodities must be unobstructed and accessible to workers at all-time according to schedule. Rates and compensations indicated in article 15. also apply to inaccessible work areas and commodities.
18. In some cases, CPCinc. may work without a construction plan or drawing. CPCinc. will not be held responsible to provide such plans or drawings when or if needed, unless specifically included in the proposal. When working with plans and drawings, the client must provide one paper copy of plans (min. 11x17) and one PDF copy.
19. CPCinc. is not responsible to produce or deliver shop drawing and/or as build report, unless specifically indicated otherwise on the proposal.
20. If necessary, the client is responsible for all surveying mandates and related charges.
21. The client must provide an electrical source sufficient for work requirements, onsite toilet and drinkable water for all workers, unless specifically indicated to be supplied by the contractor in the proposal.
22. This proposal does not include any bid, performance or material bond, unless indicated on this proposal and provided with the proposal upon transmittal.
23. All work indicated in this proposal is to be performed in compliant temperatures. Unless specifically included in this proposal, extra charges may apply to tarp, heat and/or protect our work. Work will be performed when temperature and weather conditions are compliant for the type of work to be executed.

Delivery and Warranties

24. When the client has to choose product colors, he agrees to be solely responsible for the results and, therefore, agrees not to hold any amount and / or prejudice to the contractor due to the result obtained by his choices. One color per product, unless otherwise indicated.
25. When the client has to make a choice, whether it's a choice of colour, product, material or a decision after the discovery of an unforeseen situation or element, the client will be granted 24 hours to make a decision after which he will be required to compensate CPCinc. at the terms and rates indicated in article 15.
26. CPCinc.'s responsibility is limited to the value of the executing contract.
27. Natural or unforeseen disasters impacting the delivery of work is a justified cause to stop all work at whichever stage it is prior to the disaster. In such case, CPCinc. will be entitled to remuneration as per article 12.
28. Strikes and walkouts are justified causes to delay work until the conflict is over. After 15 days, the client will be entitled to cancel further work and finish said work himself and compensate CPCinc. as per article 12.

Delivery and Warranties (continued...)

29. Discovering an unforeseen requirement may delay the delivery and require additional charges to complete.
30. CPCinc. does not offer any specific warranty, other than to execute work and install products and materials according to manufacturer's OR the client's instructions. Any warranty on products, items, services or materials may be voided if any work, installation or modification is made to CPCinc.'s products, items, work or materials. CPCinc. is not responsible if the client's instruction are not according to the manufacturer's requirement, therefore voiding the manufacturer's warranty.

Misc.

31. The client allows CPCinc. to promote executed work by using a sign or any other means such as online portfolio, etc.
32. The taxes and their assigned values, indicated in this proposal are subject to changes according to the terms of applications and rates applicable at the time of invoice. Certain taxes may therefore be added or unapplicables, all depending on requirements as prescribed by the territory in which the products or services are delivered. Taxes applied to purchases, other than GST, HST and QST, which are not admissible for ITR by CPCinc. will be added to the item's purchase cost and billed as a total cost for item.