

Terms & Warranty

Quantum Design & Technologies Inc. (QDTI) provides a 3-year pro-rated limited warranty from the shipping date with the following limitations. QDTI limits its warranty to the supply of materials that will assemble according to sealed engineered drawings and installation instructions and can be assembled with normal expertise and with tools required and found in the construction trades. It is expressly understood that QDTI's liability be limited to the repair or replacement of nonconforming material at the time of delivery.

QDTI does not warrant the product for defects, damages, and failures caused by installation, shipping, harsh site conditions, lack of maintenance, and/or other conditions beyond QDTI's control. QDTI will not be held responsible for any materials that were not properly stored prior to installation. QDTI reserves the right to void the limited warranty if it is not installed per the installation instructions and/or unauthorized modifications.

QDTI shall not be held liable for field alterations. QDTI shall only be liable for meeting the building code indicated on the sealed engineered drawings. Any replacement part under warranty is warranted for the remaining original warranty period or six (6) months, whichever is longer.

This Limited Warranty supersedes all other warranties expressed or implied and is the only "Warranty provided by Quantum Design & Technologies Inc." No representative, agent, employee or any other person, has authority to assume or incur on behalf of Quantum Design & Technologies Inc. any obligation, liability or responsibility in place of or in addition to this Warranty, or modify or extend this warranty in any manner. The warranty on items not manufactured or done by QDTI (i.e. roofing, galvanizing, powdercoating), will be as passed through QDTI's supplier as per their warranty; contact Customer Service for this Supplier Warranty.

This Limited Warranty is conditional upon payment in full to QDTI within terms. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by QDTI.

Exposed nuts and bolts will either be supplied with a light plating or powder coating. If industrial paint is requested by the customer, this warranty does not cover industrial paint. It is the responsibility of the contractor to paint and/or touch up the nuts and bolts after installation and these must be maintained by the customer.

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The 3-year limited warranty does not cover any damage or material failure caused by any of the following:

- Occurrences beyond the control of Quantum Design & Technologies Inc., such as: the use of chemicals, incompatible accessories, solutions or treatments. Storage or installation of the product in an environment that includes high humidity, sand, dirt, or grease, contact with windblown objects, contact with vegetation including brush, contact with animals or animal waste, vines, and sap from trees, unreasonable use, improper or faulty installation, failure to provide reasonable maintenance, fire, food, re-installation, chemical pollutants, normal weathering, lightning, or high winds, hurricanes, ice dams, icicles, earthquakes and/or ice storms, atmospheric conditions or weather of catastrophic nature, intentional acts, vandalism, acts of God, fading, discoloration, change in appearance or non-uniform appearance over time in outdoor installations.
- The adhesion of chicken wire or other similar substance to the product.
- The use of landscape or gardening equipment or chemicals that may cause damage and/or water sprinklers with high mineral content.
- Products which have been altered or modified, or used in a manner not originally intended, or have been cut or welded, or stored contrary to good industry practice.
- Failure to follow any and all maintenance instructions provided by Quantum Design & Technologies Inc. at the time of sale to the original purchaser.
- Exposure to heavy salt spray, scratching, abrasion, impact, heavy Ultra Violet light.

Failure to maintain the finished system with annual touch-ups and documented maintenance procedures will void the limited warranty. Not covered by this limited warranty are acute angles, endplates, and other accessories that are prone to minor defects on occasion and will require touch-up by the owner.

TERMS & CONDITIONS OF SALE

SCOPE – These terms and conditions cover the sale of all materials listed or sold by Price Steel Ltd. Hereafter referred to as the Company and it constitutes a contract made in Canada for the sale of goods described herein. The Company and Customer acknowledge that this agreement is the entire agreement between them, and no other agreement, oral, written or otherwise exists other than the ones expressly stated herein.

ACCEPTANCE OF ORDERS – The Company deems this agreement in acceptance of Purchaser's offer subject to conditions of sale below. Customer orders are accepted subject to satisfactory credit approval. Customer's order will be filled in accordance with the terms and conditions set out below. The Company at any time, reserves the right without liability or prejudice, to any remedy, delay or stop shipment of all or any part of the goods at any time, reasonable doubt exists as to the Customer's financial situation.

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Delivery may be delayed without liability on the part of the Company, pending such approval. No terms and conditions of sale, on a Customer order at variance with the Company's terms and conditions of sale shall be binding on the Company, unless specifically agreed to by the Company in writing. No waiver by the Company at any time of one or more of the terms and conditions of sale shall operate or be construed to operate as continuing waiver of such terms and conditions.

DELIVERY OF SHIPMENTS – All shipments are F.O.B. Shipping point, except when noted in writing. On shipments made via common carrier the Company's responsibility ceases upon delivery of material in good order to the initial Transportation Company. All claims for goods, lost or damaged during transit, shall be entered by the consignee against the carrier. Charges for spotting, handling, storage or other accessory services and demurrage shall be at Customer's expense.

SHORTAGES OR VARIANCES – Claims for shortages or variances covering material picked up or shipped on our vehicles, etc. will be considered unless presented by the Customer within five days after receipt of goods.

DELAY IN SHIPMENT – Delivery of goods is subject to the availability of stock. The Company will endeavour to do all possible to deliver goods in accordance with delivery date specified. Under no circumstances will the Company be liable for damages of any kind because of its failure to do so.

PRICES – All prices published or otherwise expressed, are subject to change without notice and supersede all previous price lists or understandings. All orders will be invoiced at prices in effect at time of shipment, unless otherwise agreed to by the Company in writing prior to shipment of goods. Material is subject to shipment in whole or in part, at the option of the Company, and each shipment is subject to immediate invoicing. Descriptions or illustrations shown in catalogues used by the Company are also subject to change without notice.

TERMS OF PAYMENT – Invoice showing terms of payment must follow the terms on the quote, invoice or change order. All orders are due on receipt unless agreed upon before the order.

INTEREST AND COSTS – Interest charges of twenty-four percent (24%) per annum calculated monthly (effective annual rate of 26.82%) will be made on all past-due accounts and the Customer shall fully indemnify the Company for all costs of collection, including without limitation, all legal fees and disbursements on a solicitor and his own client basis.

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TAXES – Subject to such goods and services taxes and/or other taxes as are invoiced to the Customer, exemption from taxes is extended to you without prejudice to ourselves to charge you with taxes at any subsequent date should the taxing authorities determine that the material covered by this invoice is taxable.

RETURNED GOODS – Permission must be received prior to returning any goods, or cancellation of order, partial or entire. Any request to return goods must be accompanied by the relevant Price Steel Ltd. invoice number. The Company has the right to refuse to accept return of any goods. Goods which made to order, of obsolete design or used goods will not be accepted for return. Except for test samples, goods which have been processed or cut or altered in any way by Customer will not be accepted for returns. All credits, if and when issued, except in the case of a Company shipping error, will be subject to our normal minimum return charge of 20%. Final acceptance of returned goods is subjected to examination to determine condition, etc. Goods returned remain the Customer's responsibility until such time as a credit memo has been issued. The Company will appropriately notify the Customer of a decision to not issue a credit memo. It will be the Customer's responsibility to advise disposal instructions within five (5) days, otherwise the material will be scrapped.

RESERVATION OF OWNERSHIP – Notwithstanding the forgoing, the goods shall remain the sole and exclusive property of Company until the purchase price is paid in full.

NO REPRESENTATIONS – The Customer must rely entirely on its own inspection and knowledge of the goods being purchased, there being no representations, conditions, warranties or collateral contracts made by or on behalf of the Company other than as set for herein. Where Customer has ordered the Company to perform shaping, cutting or other processing on the goods to meet Customer's specifications, the Company does not make any representations except that those goods shall meet specifications outlined by Customer and all the processing is completed in accordance with industry trade standards and practises or as specified by Customer. Where Customer has supplied, design for all or any part of goods, Customer agrees to indemnify and hold harmless the Company from and against all loss, damages, expenses, claims, suits and judgments arising, directly or indirectly, from design, installation, maintenance or operation of the goods or any allegation that the goods, or any portion thereof, infringe on any patent, industrial design, or intellectual property. All responsibility and risk is assumed by the Customer, and Customer agrees to indemnify and save harmless Company from and against any liability, loss, costs, damage, claims, and/or expenses in respect to any product whether whole, manufactured or fabricated, incorporated or otherwise under the agreement.

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FORCE MAJEURE – Neither party shall be responsible to the other nor non-performance or delay when cases are beyond their control including limitation, any acts or omissions of the other party, acts of civil or military authority, labour strikes, trade actions, lockouts, embargoes, insurrections, or acts of God.

WAIVER, ALTERATION, OR MODIFICATION – No waiver, alteration or modification of any specification, term, warranty or condition applicable to the products and services furnished hereunder shall be binding upon the Company unless made in writing and signed by authorized representative of the Company. Waiver by the Company of any breach of these previous shall not be construed as a waiver of any further or other breach. This agreement is not transferable or assignable by the Customer.