



# Quotation

## General Terms & Conditions

*Quotation acceptance, in whole or part confirms the Purchaser's acceptance of the following contractual terms and conditions.*

1. **Acceptance:** is conditional on credit approval at time of award and Section Specific Quotation Conditions noted.
2. **Quotation Validity:** The price set out in the Quotation (the "Price") is only valid until the date noted, being the expiry date for the quote from the supplier(s) and expires thereafter. After that date, the price will be adjusted proportionate with the increase in price in the quote by the said supplier(s).
3. **Payment Terms:**
  - 3.1 Terms for **Non-Project/Contractual** sales are Net 30 Days. Paid When paid will not be accepted. Future shipments will be withheld, and your account will be placed on HOLD when overdue balance exceeds 45 days. This will apply to the entire account and not be dealt with per order/project.
  - 3.2 All invoices with a **Project/Contractual Purchase order** will fall under the Prompt Payment Act with terms of Net 7 days from receipt of payment by the owner. Invoices must be paid in full net of ten percent (10%) pursuant to the Construction Lien Act 1990. Unauthorized deductions and/or returns will not be accepted. Changes or adjustments to credit terms must be agreed to in writing by Pro-Able.
  - 3.3 Accounts not paid by the due date are subject to interest charges from the date of maturity at the rate of 1.5% per month (18% per annum) as shown on invoices/statements.
4. Your Purchase Order must be submitted and **approved by Pro-Able** to initiate the supply of materials and/or services under this Quotation.
5. Product and/or Services (labour) will be billed proportionately as shipped/supplied.
6. Pricing includes only the products, quantities and/or services that are clearly indicated.
7. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be signed as such and Pro-Able informed immediately.
8. All claims against products received must be made within 5 Business Days after receipt of goods.
9. Unless specifically set out in the quotation, the cost of job site receiving, unloading, handling, storage or protection of material is NOT INCLUDED in the price.
10. **Documentation/Drawing Discrepancies:** The price set out in the quotation is only for materials and services listed therein. Pro-Able is not liable for the supply of any additional materials or services that may be contained in drawings or other project documentation but is not listed in the quotation. Any additional or other products and/or services that may be required will be invoiced accordingly.
11. **Responsibility:** Pro-Able assumes no responsibility for materials that are shipped to other companies/trades as directed by the Purchaser. All shortages in materials and/or damages must be reported within 5 business days, otherwise, the Purchaser will be responsible for payment of the shipment in full without reduction.
12. **Finish:** Pricing is based on manufacturers' standard finish (wood, plastic laminate, colour, etc.) selection unless otherwise noted.
13. **Rework/Reorder:** Any rework/replacement of product that is required due to unforeseen site conditions and/or obstacles is not included in the Price and the Purchaser agrees to pay the amount invoiced by Pro-Able for rework or replacement.
14. **Proper Storage:** Purchaser is responsible to properly store product per manufacture's requirements. Pro-Able is not responsible for any damage to the product arising from improper storage.
15. **Defective Product:** Replacement product will not be ordered until the defective product is received by Pro-Able.



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- 16. Changes & Site Instructions:** Any change requests to the materials and services set out in the quotation will not be processed until Pro-Able issues a new quotation and a purchase order is received by Pro-Able.
- 17.** Time and Material orders will not be processed until a purchase order is received by Pro-Able.
- 18.** If labour Services are included in the Price, the work will only be performed during regular work hours unless clearly stated otherwise.
- 19. Additional Invoicing:** The Purchaser will be invoiced separately on an hourly basis for any site visits that are deemed necessary due to Pro-Able being unable to deliver/supply the materials or complete services under the quotation because of the site conditions that:
  - 19.1** Are not in tolerances and /or,
  - 19.2** Are not with manufacturers requirements /tolerances and/or,
  - 19.3** Requires extra trips to site and/or,
  - 19.4** Extend the time to complete the work.
- 20. Concealed Utility Damage:** Pro-Able assumes no responsibility for wall or floor utilities (plumbing, hydro, etc.) that may be struck or damaged during product installation.
- 21. Returns & Product Credit:**
  - 21.1** Product to be returned must be: **Within 45 Days of purchase**, with the original or copy of the invoice/packing slip supplied by Pro-Able, Stock product must be in good condition (original packaging, complete with all parts).
  - 21.2 Stock Product:** subjects to restocking charge a 25% (of original pre-tax sell amount).
  - 21.3 Non-Stock Product:** is Not Returnable.
  - 21.4 Fabricated/Modified product:** is Not Returnable.
- 22. On Site Measuring:** All on-site measuring is the responsibility of the Purchaser and is not included in the Price. Pro-Able may provide measuring services at the request of the Purchaser and the Purchaser agrees to pay the amount invoiced for same.
- 23. Delivery:** Any required delivery dates must be specifically agreed to in writing between Pro-Able and the Purchaser. Pro-Able does not assume responsibility for delivery dates that are not agreed to in writing in the agreement. Any additional actions taken to meet the Purchaser's delivery needs, which increases costs, will be invoiced by Pro-Able as an extra. If products and/or services are required on an urgent basis, Purchaser must contact Pro-Able for a quote for the additional cost before using pricing.
- 24. Product Ready for Delivery:** The Price includes storage fees for up to 30 days after the original timeline for delivery. The Purchaser is responsible for payment of storage fees after 30 days.
- 25. Temporary Product:** The supply, installation and/or removal of temporary product is not included in the Price and the Purchaser agrees to pay the amount invoiced by Pro-Able if temporary product is required.