



I. ORDERS

General Order Process

1. **III.** If a party (the "Customer") wishes to purchase a product from the Corporation (the "Product"), the Customer shall fill out an order form provided by the Corporation indicating a description of the Product and the desired delivery date. The Corporation shall then provide a quote (the "Quote") to the Customer based on the consultation with the Customer. The quote shall contain a detailed description of the products offered by the Corporation (the "Products"), along with design description, and sizes. Orders cannot be processed unless the Corporation receives the following from the Customer:
 1. The Quote, signed and dated by the Customer to indicate the acceptance of the terms contained therein;
 2. A signed sales agreement in form prescribed by the Corporation (the "Sales Agreement");
 3. The required deposit payment.
 2. **Online Orders Process**
 - 2.1 If a party (the "Customer") wishes to purchase a product from the Corporation (the "Product"), through the Corporation's web portals, the Customer shall fill out and submit the applicable online order form.
 - 2.2 For all online orders the entirety of the purchase price shall be payable by credit card on submitting the online order form.
 - 2.3 Delivery terms for online orders are EXW Winkler, Manitoba unless otherwise agreed on. Product needs to be picked up by the Customer either at the manufacturing plant or at the Corporation's head office in Winkler, Manitoba.
 3. **Orders of custom-designed products**
 - 3.1 Once the Customer's order (the "Order") has been processed, such sale shall be final. As all custom-designed products are specifically made for each Customer, the Order cannot be cancelled or changed after processing. Cancellations or changes of any other order must be approved in writing by the Corporation at its sole discretion. If an existing order is changed, it shall be treated as a cancellation and a new signed quote will be required. Full payment for the cancelled Order may still be required, at the Corporation's sole discretion.
 4. **Orders of spare parts**
 - 4.1 You may return most unused and undamaged spare parts that were not custom-ordered and/or custom-designed and/or custom-made (which includes custom-cut) within 30 days of delivery EXW Winkler, Manitoba for a full refund. Shipping costs are not refundable.
 - 4.1 All returned products must be returned at the Customer's expense to the Corporation's head office in Winkler, Manitoba. The Corporation does not accept any shipping charges for returned Products.
- 1.5 The Corporation reserves the right to reject any order at its sole discretion.
- 1.6 Occasionally products or colors are discontinued. Whenever we receive notice of discontinued items, we will notify you immediately and give you the option to change or cancel your order. If an order has been placed for a discontinued Product, such sale shall be cancelled and the Customer shall receive a refund for any payment made for such product.

2. GENERAL PAYMENT TERMS

- 2.1 **The Customer shall be required to make payment as follows:**
 2. For orders over CAD \$2,000.00, fifty percent (50%) of the original purchase price of the Product shall be required on signing of the Sales Agreement as a deposit, with the remaining portion of the purchase price payable prior to delivery.
 3. For orders under CAD \$2,000.00, the entirety of the purchase price shall be payable on signing of the Sales Agreement.
- 2.2 Order processing shall begin earliest at such time as the first payment has been made by the Customer to the Corporation and all order details have been finalized.
- 2.3 Payment shall be made to the Corporation by way of cheque, debit, and, in the case of orders of less than CAD \$10,000.00, most major credit cards. All personal (non-certified) cheques must be received to Corporation head office of the Corporation no less than seven (7) business days prior to the delivery of all orders.
- 2.4 Ownership of the Product shall remain with the Corporation until such time as payment of the purchase price has been made in full, plus any applicable interest, penalties, and any other costs, including payment of any note or extension given or judgment secured.
- 2.5 Until such time as full payment is made pursuant to the above, the Product shall remain at the risk of the Customer, and the Customer may not part with possession of the Product but must keep the Product insured, in good condition, free and clear of all liens and encumbrances.
- 2.6 The Corporation does not accept charges or back charges of any kind unless agreed to in writing.
- 2.7 The Customer shall be responsible to pay any taxes, duties, or other fees imposed by any governmental authority on the sale of the Product unless the Customer provides the Corporation with a tax exemption certificate or other document acceptable to the authority imposing the tax or charge.
- 2.8 The Customer will not withhold payment of the completed Products or any other amount payable to the Corporation in connection with the purchase of the Product in the event of any dispute between the Customer and the Corporation.
- 2.9 The cost of cleaning glass, uPVC frames, interior doors, and/or other products is not included in the contract price.

3. DELIVERY

- 3.1 Once the Order has been processed, the Customer shall receive an order confirmation. The target delivery date shall be between five (5) and twelve (12) weeks of receipt of the order confirmation. However, please note that delivery times may vary depending on the Product ordered, availability of materials, back-ordered inventory, factory slowing or overload, or other unforeseen problems.
- 3.2 The Product shall be considered delivered upon either:
 - 3.2.1 Pick-up of the Product by the Customer at the manufacturing plant or head office of the Corporation in Winkler, Manitoba; or
 - 3.2.2 Transport of the Product to the shipping address designated by the Customer on the sales agreement.
- 3.3 If delivery is to be included, the Products will be delivered and stored in an area closest to off-loading area. It is the responsibility of the Customer to ensure that proper site access is available to the Corporation.
- 3.4 The Customer agrees to report any shipping damages or shortages within forty-eight (48) hours of delivery. Shipping damages or shortages not reported within forty-eight (48) hours of delivery will be the responsibility of the Customer. The Corporation assumes no responsibility for scratched or broken products once shipment of products has been received.
- 3.5 The Corporation will not be responsible for the loss resulting from delays in supply caused by strikes, lock-outs, labour disputes, raw material shortages, transportation delays, or other matters beyond the Corporation's control.
- 3.6 If the Customer has not picked up the Product or agreed to delivery arrangements for the Product within thirty (30) days after the Product is ready for pick-up or delivery, the Corporation may charge a storage fee. If the Customer has not picked up the Product or agreed to delivery arrangements for the Product within thirty (30) days after the Product is ready for pick-up or delivery, the Corporation may, in its sole discretion, elect to cancel the Order. The Customer shall remain obligated to pay for all Product and any further charges.

4. LIMITATION OF LIABILITY AND INDEMNITY

- 4.1 Except as provided in any express written warranty subsequently provided by the Corporation to the Customer, the Corporation makes no representation or warranty, whether written, oral, statutory, express, or implied, concerning any products, including but not limited to any warranty of merchantability or fitness for a particular purpose, and the Corporation shall have no liability of any kind for any losses or damages due to any delays in fulfilling orders accepted from the Customer, delays in meeting delivery dates, or delays in shipping, or for any losses or damages resulting from causes beyond the immediate and direct control of the Corporation. In no event shall the Corporation be liable for any special, indirect, incidental or consequential, punitive, or other similar damages, whether for breach of any warranty, for breach or repudiation of any other term of condition of sale, or for liability on the basis of negligence, strict liability or otherwise, even if the Corporation shall have been advised in advance of the likelihood thereof. In all situations and circumstances (including, without limitation, if for any reason the exclusion of damages in this provision is not enforceable or void), the Corporation's liability to the Customer or others shall not in any event exceed the amount actually paid by the Customer to and received by the Corporation for that portion of the Products involved or, if the matter does not directly involve specific products, then for the portion of the Products most closely related to the matter. The Customer further acknowledges and agrees that incorrect installation, repair, or maintenance of the Products may result in any warranty otherwise applicable becoming null and void.
- 4.2 In addition to the above, the Corporation is not responsible for the following:
 - 4.2.1 Differences between the Product approved for production and the building plans or other requirements of the Customer;
 - 4.2.2 Structural work or any other work relating to the building and/or rough opening framework where the Product is to be installed;
 - 4.2.3 Flashing and/or waterproofing around openings;
 - 4.2.4 Ensuring that the Product meets any applicable regulations, by-laws, or safety glass regulations.
- 4.3 The Customer will indemnify, defend, and hold harmless the Corporation, its affiliates, and their respective owners, shareholders, directors, officers, employees, agents, representatives, and assigns, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses, (including, without limitation, attorney's fees and expenses) caused by, attributable to, resulting from, or arising out of:
 - 4.3.1 The activities, actions, or operations of the Customer, its affiliates, or the respective employees, agents, or representatives thereof, including, without limitation, acts of negligence or willful misconduct;
 - 4.3.2 The Customer's use, installation, or repair of the Products;
 - 4.3.3 Breaches by the Customer of any of its representations or obligations hereunder.

5. GENERAL

- 5.1 The Corporation reserves the right to modify or amend the Terms of Sale at any time, effective upon publishing an updated version of the Agreement on the websites of the Corporation located at www.accesswd.ca, or www.window-fashion.net, or as part of any Sales Agreement. The Customer hereby acknowledges and agrees to be bound by such future modifications and/or amendments.
- 5.2 Any failure by the Corporation to enforce, at any time or for any period of time, any of the provisions hereunder shall not be construed as a waiver by the Corporation of the right of the Corporation to enforce such provisions.
- 5.3 The Terms of Sale and the Customer's rights and obligations hereunder may not be assigned or transferred without the consent of the Corporation, expressed in writing.
- 5.4 The obligations of the Customer herein shall survive the termination of the Sales Agreement and the Customer shall be bound by such obligations after termination hereof.
- 5.5 The Terms of Sale shall be read with all changes of gender or number required by the context.
- 5.6 If the Customer has a Dealer Agreement with the Corporation, Such Agreement shall supersede the terms herein.
- 5.7 The invalidity of any provision of the Terms of Sale or any covenant herein contained shall not impair the validity of any other provision herein set out.
- 5.8 Any changes to the Terms of Sale shall not be effective unless made in writing, signed by the Corporation and the Customer.