



STRUCTURLAM Sales Terms and Conditions

In order to ensure that our customers are fairly and consistently treated, we have developed the following Sales Terms and Conditions that govern our sales of building materials. Please carefully review and contact us if you have any questions.

DEFINITIONS:

1. In these Sales Terms and Conditions the following words and terms shall be given the meaning ascribed to them unless there is something in the subject matter or context clearly inconsistent therewith:
“Manufacturer” means Structurlam Products LP;
“Product” means the goods and materials to be supplied by the Manufacturer pursuant to the Purchase Agreement, or a portion thereof, as context requires;
“Purchase Agreement” means these Sales Terms and Conditions together with the agreement to which they apply and/or are incorporated;
“Purchaser” means the purchaser, or similar party, identified as such in the Purchase Agreement; and *“Shipping Schedule”* means the shipping schedule agreed by the parties after provision of finalized and approved shop drawings.

ENTIRE AGREEMENT:

2. The Purchase Agreement, including any appendices thereto and any other documents expressly incorporated in the Purchase Agreement, is the entire agreement between the parties and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether made by the Manufacturer, any agent, employee or representative of the Manufacturer or any other person. For greater clarity, none of the terms or conditions set out in the Purchaser’s purchase order or any similar document shall form part of the Purchase Agreement or any other agreement between the Manufacturer and the Purchaser unless expressly incorporated into the Purchase Agreement.
3. Any provision of the Purchase Agreement that is deemed to be partially or wholly illegal, invalid, void or unenforceable, shall be considered to be separate and severable from the remainder of the Purchase Agreement and the remainder shall remain enforceable as if the severed portion did not exist. Any provision of the Purchase Agreement that is deemed overbroad shall be read down so as to make the provision lawful and enforceable.
4. The Purchase Agreement is a negotiated agreement. The interpretive doctrine contra proferentum shall not be applied in the interpretation of the Purchase Agreement.

WARRANTY AND LIMITATIONS:

5. The Manufacturer warrants that the Product delivered will be free from any defects in workmanship or materials. In the case of a defect or defects in workmanship or materials the Manufacturer’s sole responsibility shall be repair and/or replacement of Product. In the event of defect or non-conformity, the Purchaser shall promptly notify the Manufacturer in writing and the Purchaser will protect and retain the Product for a reasonable amount of time to allow the Manufacturer to investigate and make necessary repairs or replacements. There are no other warranties, either of merchantability or fitness, either expressed or implied, other than those



STRUCTURLAM Sales Terms and Conditions

explicitly set forth in this paragraph. Further, if the Product is not used in strict conformance with the project engineers design limits or if Product is in any way altered except as explicitly provided by written permission of the Manufacturer, then all warranties are void and the Manufacturer is absolved of liability. The Manufacturer guarantees the quality of workmanship and materials of the Product supplied if properly handled in accordance with any directions provided by the Manufacturer and the specifications of the project design professionals. Having no control over the construction methods and conditions or the circumstances related to the use of the Product, no other guarantee, expressed or implied, statutory or otherwise is given. The Manufacturer shall not be responsible for any indirect, consequential or other damages.

DEFECTS:

6. The Manufacturer shall have no responsibility or liability for any known defects in materials or workmanship, and any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly therefrom, that are used or incorporated in construction without first being repaired or replaced by the Manufacturer in accordance herewith or, upon the Manufacturer failing or refusing to do so, being repaired or replaced by a person qualified and competent to do so. In any case, the Manufacturer's liability in respect of any defect in workmanship or materials, and any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly therefrom, shall in no event exceed the value of the defective Product.

PROTECTION:

7. After Product is delivered, protection of Product is the sole responsibility of the Purchaser. Upon delivery, all right, title and interest in the Product delivered shall be deemed transferred to the Purchaser. Glulam or Crosslam members, whether wrapped or not, are subject to staining. Following the Manufacturer's guidelines for storage and handling [[Glulam Storage and Handling Guidelines](#) and [CrossLam Storage and Handling Guidelines](#)] will minimize damage and or staining. There shall be no back charges, holdbacks or reductions in payment as a result of any damage, staining, discolouration or any other defect as a result of failure to protect Product provided by the Manufacturer.

SCHEDULE:

8. For convenience only, and not as a binding representation or contractual term, upon request a rough shop drawing, and preliminary shipping schedule can be provided at the time of acceptance of the Purchase Agreement. It is understood by the Purchaser that the Manufacturer operates a fabrication facility and the fabrication of the Product required under the Purchase Agreement must be scheduled. It is further understood by the Purchaser that fabrication cannot commence, and the Shipping Schedule cannot be determined until such time as the shop drawings are finalized and approved.
9. The Manufacturer's liability in respect of any delay or failure to meet the Shipping Schedule shall in no event exceed the value of the Product whose shipment is delayed. The Manufacturer shall have no responsibility or liability for any delay in the construction project or any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly therefrom save and except such delay resulting directly from the Manufacturer's failure to meet the Shipping Schedule.



STRUCTURLAM Sales Terms and Conditions

PAYMENT:

10. Payment shall be due upon receipt of invoice. Interest will be charged on all past due accounts at the rate of 2% per month (24% per annum), or the maximum rate permitted by law, whichever is less. The Purchaser agrees that there shall be no retention or holdback of the purchase price for Product purchased under the Purchase Agreement, and further, that the Manufacturer shall not be bound by the terms and conditions of any general contract or subcontract between the Purchaser and third parties.

FORCE MAJEURE:

11. If the Manufacturer is delayed in the performance of its work by reason of unavailability of materials, war, terrorism, pestilence, act of God, mechanical malfunction, accident, fire, explosion, public protest, or governmental actions or legislation, then either: (a) the Manufacturer may, at its sole and unfettered discretion, terminate the Purchase Agreement in which case the Purchaser shall only be responsible for payment for the product delivered, or (b) the Shipping Schedule shall be extended by the length of such delay without penalty or consequence to the Manufacturer.

TYPES OF DRAWINGS AVAILABLE FROM MANUFACTURER:

12. The Manufacturer will commence work on the drawings following receipt of written confirmation that the most current and relevant drawings have been provided for that purpose. The Purchaser shall promptly respond to all requests for information and documents in order to permit preparation of the shop drawings. The Manufacturer shall not be responsible for any delay in preparation of the shop drawings based on inaccurate or incomplete information. All relevant drawings and Architectural and Structural CAD files or other sources of design information are to be provided to the Manufacturer free of charge.
13. All drawings prepared by the Manufacturer are intended to be used as a guide to Product layout only. These drawings are not intended to replace, or act as, the design drawings of the project or any portion thereof. As a manufacturer of structural products, the Manufacturer provides professional and technical expertise for the Manufacturer's products only. Unless specifically noted within the Purchase Agreement, the Manufacturer does not provide project structural engineering services. Any charge for drawings paid by the Purchaser is for drawing layout services and possible product engineering if sold as part of the package, not for project engineering. Preparation of shop drawings, if required, will not commence until acceptance, and receipt of a signed copy, of the Purchase Agreement.
14. The Manufacturer will not initiate or complete fabrication of the Product until verification and approval of the engineered shop drawings is received.
15. Structurlam Shop Drawings will be prepared in reference to the Architectural and Structural drawings provided by the Purchaser and are specific to the scope of work in the Purchase Agreement. Only products provided by the Manufacturer will be shown on these drawings. Coordination between Manufacturers Drawings and all other trades and subcontractors is the responsibility of the Purchaser.



STRUCTURLAM Sales Terms and Conditions

INSTALLATION REVIEW:

16. Unless specifically noted within the Purchase Agreement, the Manufacturer is under no obligation to make an installation review. The Manufacturer may from time to time review the installation of the Product at the jobsite. The purpose of this review is to verify proper Product application only. The Manufacturer does not thereby become an insurer or indemnifier. Such a review shall not give rise to any additional guarantees or warranties. The Manufacturer shall have no responsibility or liability for any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly from any installation review.

CONFLICTING TERMS:

17. To the extent any terms or conditions within the Purchase Agreement conflict, the terms and conditions set out in these Sales Terms and Conditions shall take precedence.

INDEMNITY:

18. The Purchaser shall indemnify and hold harmless the Manufacturer from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by the Manufacturer or in respect to claims by third parties that arise out of, or are attributable in any respect to the Manufacturer's involvement as a party to the Purchase Agreement, provided such claims are caused by the negligent acts or omissions of, or breach of the Purchase Agreement by, the Purchaser or anyone for whose acts or omissions the Purchaser is liable.

19. The Purchaser shall be responsible for the reasonable costs of the Manufacturer in enforcing the terms of the Purchase Agreement, including all legal fees on a full indemnity basis.

DISPUTE RESOLUTION:

20. In the event of a dispute as to the interpretation, application, administration or performance of obligations pursuant to the Purchase Agreement, such shall be submitted to binding arbitration before one arbitrator pursuant to the *Arbitration Act*, R.S.B.C. 1996, c. 55, as amended.

The following terms 21 - 27 apply only if the Purchase Agreement includes installation. Where there is a conflict between the following terms and any other terms or conditions in these Sales Terms and Conditions, the following terms shall take precedence.

APPLICABLE LAW:

21. The Purchase Agreement shall be interpreted in accordance with the laws applicable in the Province of British Columbia and the parties hereby agree to attorn to the jurisdiction of the courts of the Province of British Columbia in the event of any dispute arising under or related to the Purchase Agreement, save and except where rights pursuant to builders lien legislation are available in another jurisdiction, in which case those rights may be sought or exercised in that jurisdiction without otherwise limiting the foregoing.



STRUCTURLAM Sales Terms and Conditions

CONSTRUCTION SCHEDULE:

22. The Manufacturer shall not be bound by any construction schedule other than the Shipping Schedule and such other schedule or schedules as the Manufacturer may agree in writing and which are expressly incorporated into the Purchase Agreement.
23. Unless otherwise agreed by the Manufacturer and the Purchaser, the Manufacturer shall begin installation of the Product upon delivery thereof. The Manufacturer shall have no responsibility or liability for any delay in the construction project or any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly therefrom save and except such delay resulting directly from the Manufacturer's negligence.

CONSTRUCTION METHODS:

24. The Manufacturer, in its sole discretion, shall determine the installation and construction methods for performance of the work required under the Purchase Agreement.

KNOWLEDGE OF CONTRACTS:

25. It is understood the Manufacturer has no knowledge of the terms, conditions or scope of work of any other contracts. It is the sole responsibility of the Purchaser to inform the Manufacturer of other contracts and their terms, conditions or scope of work that may reasonably impact on the Manufacturer's performance of its work.

DELAYS:

26. If, for any reason beyond the control of the Manufacturer, the Manufacturer is delayed in commencing installation of the Product, the Purchaser shall be liable to the Manufacturer for any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly therefrom.
27. It is understood that the Product is to be incorporated into the construction of a building or similar project. It is further understood that the Manufacturer's pricing and scheduling is based on the assumption that all other building components will be performed and installed so as to permit the Manufacturer to install the Product. The Purchaser shall be liable to the Manufacturer for any loss, damage, damages (direct or consequential), costs or expense resulting directly or indirectly from any delay or increase in costs occasioned by the failure to construct or install the other building components in such a manner so as to allow installation of the Product.

EXTRAS:

28. Should the Purchaser wish for any Product or work not included in the Purchase Agreement, such may be the subject of an addendum to the Purchase Agreement which shall only be binding if signed by both the Purchaser and the Manufacturer.

Copyright Structurlam Products Limited Partnership