

# *Elite Door & Hardware Inc*

*"Opening Doors of Opportunity"*

## **TERMS & CONDITIONS**

Elite Door & Hardware Inc standard Terms & Conditions will constitute part of the Contract/Purchase Order.

### **Subcontract Price/Scope of Work**

As per Elite Door & Hardware Inc Quote, including all additional notes, clarifications and references.

Tender quote valid as noted. Any delivery requirements that supersede such date may incur additional costs.

Approved shop drawings will supersede any and all other specifications. Failure to properly review shop drawings by the Owner, Architect and Contractor for all necessary details noted will not be the responsibility of Elite Door & Hardware Inc. The responsibility will fall solely to the Owner, Architect and Contractor for deviation from approved shop drawings.

Any stamped approved or reviewed shop drawings represents that the Owner, Architect and Contractor have acknowledged and approved what Elite Door & Hardware Inc. will be supplying, with regards to the approved Contract

Alternate products quoted meet or exceed performance, appearance, general arrangement, dimensions, availability, code, standards compliance, and colour of specified products.

Any hardware preps other than those listed on hardware schedule at time of tender, will be additional to the contract. If no detailed Hardware Schedule was present at time of tender, all preps will be quoted as standard RP and 161. Once a detailed hardware schedule is made available; any non-standard preps will be additional to contract. These additional costs must be approved prior to manufacturing of hollow metal or wood products.

All requirements for measurements will be site verified by the contractor prior to manufacturing.

A Cancellation fee equal to ten percent (10%) of the contract value will be applied if submittal process and/or procurement has already begun.

### **Schedule**

Elite Door & Hardware Inc., will make every effort to accommodate the Contractors construction schedule. Delivery schedules are subject to standard factory lead times at time of procurement with the manufacturer. Elite Door & Hardware Inc., will not be held financially responsible for any delays incurred that are deemed to be out of their control.

The Contractor will be liable for any additional costs incurred due to excessive delays from initial construction schedule. Rush orders will be subject to additional costs which will be the responsibility of the Contractor.

Material will not be ordered until all approvals and relevant documentation have been provided to the Subcontractor. Up-to-date delivery requirements must be provided in writing by Contractor, including approvals on all outstanding changes, shop drawings and hardware schedules. Elite Door & Hardware Inc. will proceed with scheduling procurement of material for deliveries once all applicable parameters have been met. Elite Door & Hardware Inc. will not be financially responsible for any delays due to failure in receiving necessary documents. Contractor is responsible for arranging storage once material is received.

Any deviation from Contractor schedule without notice to Elite Door & Hardware Inc. does not constitute postponement of delivery. The Contractor will take full responsibility for material delivered as scheduled. The Contractor is financially responsible for payment of such material as noted on Elite Door & Hardware Inc payment terms.

### **Payment**

Payment due Net 45 days from date of invoice. The Contractor is responsible for payment regardless of installation. Elite Door & Hardware Inc., must be notified of any discrepancies with progress billing within 15 days

If Owner holds payment due to outstanding work by other trades, the Contractor is responsible for payment of material supplied by Elite Door & Hardware. Elite Door & Hardware reserves the right to cease supply of material, without penalty, if financial obligations are not met by the General Contractor. This condition applies to this Contract and all other contracts Elite Door & Hardware Inc. has secured with the Contractor.

Supply only projects are not subject to ANY holdbacks, whether by the Contractor or the Consultant. The Contract is responsible to pay invoice in full within terms noted above from date of invoice. Elite Door & Hardware Inc will not be required to provide Form 1000 or WSIB on supply only projects.

# *Elite Door & Hardware Inc*

*"Opening Doors of Opportunity"*

Supply only contract, substantial performance of the work shall be reached when material is received on site undamaged and deficiency free. Warranty to begin once building is substantially complete

## **Deliveries**

All deliveries are FOB Jobsite. This includes for curbside delivery only. Offloading of material is the responsibility of General Contractor. Any additional costs for labour or special equipment used for offloading will be the responsibility of the General contractor.

All products delivered to site are to be signed for by an authorized Contractor Representative.

All damage or shortages must be reported within 5 days of receipt of shipment. Any/all missing or damaged items not notified with five(5) business days will be the responsibility of the Contractor.

Secure Storage room or container to be made available to Elite Door & Hardware Inc. for any doors and/or hardware shipped to site prior to installation. Elite Door & Hardware Inc. will have sole access to this storage area. Elite Door & Hardware Inc. will not be held responsible for any hardware that is damaged, misplaced or lost due to unsecure storage area.

Please note, any hardware purchased for the architects' review will form part of the final hardware delivery. Each item will be tagged for a specific door opening. Upon approval, it is critical that any and all delivered hardware received by Contractor, be stored on site for future installation. Elite Door & Hardware Inc. will not be held responsible for any hardware that is damaged, misplaced or lost until such time as material is required. The hardware can also be returned to our facility, at Contractor's expense, should you choose to do so.

## **Right to Perform/Stop work**

Elite Door & Hardware Inc will be given first right to resolve any problems prior to having any other parties involved. Issues to be brought to Elite Door & Hardware Inc. attention in writing allowing reasonable time to remedy, prior to withholding any payments. Deductions must be agreed upon by both parties.

## **Changes in Work**

Formal acceptance of all change orders, site instructions & change directives by authorized personnel is required prior to proceeding with any revisions. Elite Door & Hardware Inc will not be held financially responsible for any delays by the Contractor or owner in the approval process. Verbal or email approval will only be accepted for clarification purposes only and does not constitute approval for procurement or delivery. Delivery will only be made upon receipt of proper approval

Any Request for Information (RFI) is to be responded to within three (3) business days. Elite Door & Hardware Inc. will not be responsible for delays in delivery due to late responses to RFI

Excessive technical information, assistance or repair provided to Contractors, installer(s) from Elite Door & Hardware Inc due to installers lack of knowledge or poor-quality workmanship will be additional and will be billed at Elite Door & Hardware Inc standard rates at time of service

## **The conditions below only applicable if part of contract scope**

### **Automatic Door Operator Requirements**

Pictures to be provided of the door openings that the automatic operators will be installed. We will need to ensure that the 110 volt electrical to operator header and low voltage wiring, conduit and back boxes have been completed. Ensure that the header support in the door frame/partition is in place for proper support. Please ensure this has been completed prior to our visit. We need to have this completed and pictures sent to us for review.

If the above requests are not complete, there will be additional charges for the installation. This may include a return trip to site and/or any additional work required to complete the installation.