

<b>Quote :</b>	<b>Q-GTA-10122147-3</b>	<b>289 BURNHAMTHORP</b>			
<b>Project :</b>					
<b>Customer :</b>	88,795	CON-SULT MECHANICAL INC.		<b>By :</b>	Colton Watkinson
<b>Phone :</b>	(905) 738-1400	<b>Contact :</b>	DERRICK MACISAAC	<b>E-mail :</b>	cwatkinson@master.ca
<b>Fax :</b>	(647) 868-2585 / CE		<b>P.O. :</b>		<b>For :</b>

**We are pleased to provide you a quotation for the following items:**

Qty.	Template & Description	Total
1	<b>HMH72B241S</b>  York or Coleman Modulating Side Discharge single fan HP, up to 24 MBH, up to 18 SEER2, refrigerant R410-A, electrical supply 208-230/1/60 , 20 amps disconnect required , pipe size 3/8" , 5/8" , weight 112lbs , *Needs to be sold with additional install kit * 10 years parts conditional warranty. (See applicable conditions)	1,816.20
1	<b>HMH72B341S</b>  York or Coleman Modulating Side Discharge single fan HP, up to 34 MBH , up to 18 SEER2, refrigerant R410-A, electrical supply 208-230/1/60 , 30 amps disconnect required , pipe size 3/8" , 3/4" , weight 157lbs , * Needs to be sold with additional install kit * 10 years parts conditional warranty. ( see applicable conditions ).	1,975.95
2	<b>IOTS65</b>  This control is a 65°F heating type device. Substitute for SC065 listed in ST-018-22 (see technical letter for details). Used with HMH7 series HP when paired with a gas furnace.	21.96
2	<b>HPC083S</b>  H/P FILTER DRIER 3/8ODS BC83SW 404064	128.54
<b>Total :</b>		<b>\$ 3,942.65</b>

For every special order ( item accompanied by **N** )  
no cancellation or return will be authorized.

Master assumes no liability or responsibility for any proposal or technical advice that might be issued or omitted by Master and as to the performance obtained. The client has the responsibility of validating calculations, specifications, equipment selection and desired results /performance with an engineer or other refrigeration, air conditioning, heating and ventilation professional advisor. Therefore, the client releases Master from any liability and waves the right for prosecution because of proposals or technical advice issued or omitted by Master. The manufacturer's conventional warranty on the equipment or goods supplied pursuant to the present bid are the sole conventional warranties applicable to such equipment or goods, notwithstanding any provision to the contrary set forth in the request for proposals, plans and specifications issued.. No additional warranty is provided by The Master Group on such equipment or goods.

The prices indicated herein are in Canadian Dollars. Master reserves the right to adjust prices before shipment in the event of: (i) an increase in manufacturers' costs (ii) a change in the published exchange rate as of this date (iii) government-mandated modifications to applicable taxes, duties, permits, levies, or tariffs, or (iv) any increase or additional cost beyond Master's control. Master's General Sales Terms and Conditions prevail over any other terms communicated to Master before or after this quote or stated in your purchase order.

**Included :**

**F.O.B Factory, 1 Freight included to site**

**All taxes extra  
Net price valid for 30 days**

# GENERAL SALES TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF SALE (OR AS AMENDED FROM TIME TO TIME, AT MASTER'S SOLE DISCRETION) APPLY TO ALL SALES CONCLUDED BETWEEN YOU AND GROUPE MASTER INC. AND ITS AFFILIATES ("MASTER"). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UPON RECEIPT OF YOUR ORDER CONFIRMATION (AS HEREIN DEFINED), YOU AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS OF SALE, WHICH SHALL SUPERSEDE ANY OTHER TERMS AND CONDITIONS AS MAY BE COMMUNICATED TO MASTER BEFORE OR AFTER TRANSMISSION OF THE PRESENT DOCUMENT OR APPEARING ON YOUR PURCHASE ORDER. MASTER HEREBY DISCLAIMS ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN ANY ORDER SUBMITTED TO MASTER BY OR ON YOUR NAME, UNLESS ACCEPTED IN WRITING AND SIGNED BY A MASTER OFFICER.

## 1. DEFINITIONS

The terms and expressions used in this agreement have the following meanings:

**(a) "Customer Quote"** means a valid quote provided to You by Master or one of its authorized agents.

**(b) "Order Confirmation"** means acknowledgement by Master of (i) your purchase order, subject to these Terms and Conditions, or (ii) the written acknowledgment of proposal provided to You by Master, either in digital or physical form.

**(c) "Product"** means any product distributed by Master and referred to in an Order Confirmation.

**(d) "You"** means You, the purchaser of the Product, as identified on the Customer Quote or Order Confirmation.

## 2. AGREEMENT

**2.1** An agreement is made between You and Master for the purchase of the Product if and when Master accepts Your order by issuing You an Order Confirmation. The Order Confirmation will be considered issued if it is stored and accessible by Master in Master's database, regardless of whether it is given or shown to You in digital or physical form. Upon receipt of an Order Confirmation, You are responsible for informing, in writing, Master immediately if there is any erroneous information. By submitting an order to Master, You agree, represent and warrant that You are currently solvent and will be solvent when the Products are shipped.

## 3. QUOTE AND PRICE

**3.1** A Customer Quote is valid for a maximum period of 30 days from the date of issuance. Master reserves the right to change a price stated in a Customer Quote for reasons including without limitation a price increase by a Master supplier, exchange rate variation, or any other situation deemed to be beyond Master's control. Any Customer Quote may be withdrawn or revoked by Master at any time prior to the receipt by Master of your acceptance of this Customer Quote.

**3.2** The price payable for the products is the price specified in the Order Confirmation. If there is a discrepancy between the Order Confirmation given or shown to You and that stored in Master's database, the latter shall prevail.

**3.3** Master shall assume no obligation or liability for any quote or technical advice that may be issued or omitted by Master, nor as regards actual performance obtained. You are responsible for obtaining validation from an engineer or other consultant in heating, refrigeration, ventilation and air conditioning of calculations, specifications and choice of product(s), and of the desired outcomes (performance). Consequently, You release Master from any and all liability and waive any recourse against Master following any quote or technical advice issued or omitted by Master. MASTER ASSUMES NO OBLIGATION OR LIABILITY FOR THE TECHNICAL ADVICE GIVEN BY MASTER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT YOUR RISK. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD MASTER HARMLESS AGAINST ANY AND ALL LOSS, DAMAGES, LIABILITY, COST AND EXPENSE ARISING OUT OF SUCH USE, HANDLING, STORAGE OR RESALE.

## 4. PAYMENT

**4.1** Unless otherwise stipulated by Master, the full purchase price for the Product is due and payable within 30 days following receipt of the Product by You. Payment terms may defer, at Master's sole discretion.

**4.2** In addition to the purchase price to be paid for the Products, You agree to pay all taxes (including but not limited to good and sales taxes, excise taxes and customs duties or federal or local taxes) or other duties required by the government (together the «Taxes»). All these taxes are at your exclusive expense, and Master can integrate these taxes to your invoice for the Products.

**4.3** If You fail to make any payment to Master when due, You must, without prejudice to any other right or remedy of Master:

**(a)** pay interest on the amount outstanding, at a monthly rate equal to 1.25% or a per annum rate equal to 15%;

**(b)** reimburse Master for all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt;

**(c)** upon reasonable notice by Master and at its discretion, return the applicable product to Master or permit a representative of Master reasonable access to such product to repossess it.

## 5. TRANSPORTATION, DELIVERY AND STORAGE

**5.1** For any order of product(s) from Master, You must confirm a delivery date to Master when You receive the Order Confirmation. A warehousing fee may be charged to You by Master if the confirmed delivery date is postponed. The warehousing fee policy is available on the Master website in the "Master" menu, under "Policies and Notices," incorporated herein by reference. The warehousing fee amount is subject to change at any time; You will be notified in writing of any such change.

**5.2** Shipping dates are approximate. Master offers no warranty, whether expressed or implied, as to the shipping and delivery dates. Shipping is Free on Board (FOB) Plant. Master will deliver Your order to the location specified in the Order Confirmation. The policy and pricing applicable by Master are available on the Master website in the "Master" menu, under "Policies and Notices," incorporated herein by reference. The shipping fee amount is subject to change at any time due to inflation and/or rising fuel costs; You will be notified in writing of any such change.

**5.3** Master shall assume no cost related to delay in delivery due to site or manufacturing delays by its suppliers, which are beyond the control of Master. Manufacturing lead times are sometimes subject to change. If such a change occurs, You will be notified promptly by Master. A delay in delivery does not entitle You to claim for damages. Master shall under no circumstances be held liable for loss or damage due to delay in shipping or that is caused during shipping.

**5.4** Master shall under no circumstances be held liable for damage of any type caused by shortcomings or a lack of coordination on sites, or by on-site delays. You are responsible for supplying to Master, at all times, before shipping of the Product(s) or upon release of the Product(s), the relevant information for production releases and the configuration of the Product(s) by Master supplier. As a part of this Agreement, You further agree not to withhold for any reason, at Your discretion, any amount owed to Master.

**5.5** In the event that a particular product model has been discontinued or replaced and not available for delivery on the scheduled date, Master will notify You prior to such date that:

- (a) at the discretion of Master, an equivalent model is available and can be substituted for a reasonable additional charge; or
- (b) the model ordered is unavailable and this Agreement thereby is- terminated.

**5.6** Acceptance by You of an equivalent product in accordance with Subsection 5.5 modifies the Order Confirmation with same. Failure to accept an offer for an equivalent product within 5 business days, then this Agreement shall be terminated for this specific product.

## 6. PRODUCT RETURNS OR EXCHANGES

**6.1** Requests for returns or exchanges of Product(s) for reason of cosmetic damage, manufacturing or design defects are subject to the Product manufacturer's warranty. Product(s) may not be returned or exchanged except as provided herein and upon presentation of the proper supporting documents and provided that the Product(s) is(are) returned in the original packaging. The returns policy is available on the Master website in the "Master" menu, under "Policies and Notices," incorporated herein by reference. The returns policy is subject to change at any time; You will be notified in writing of any such change.

**6.2** For any return of new Product(s) within 30 days of issue of the Order Confirmation, Master will charge a restocking fee equal to 20% of the original purchase price.

**6.3** Return or exchange requests for any other reason, including product dissatisfaction or unsuitability and defects not covered by the applicable manufacturer's warranty, will be granted at the sole discretion of Master.

**6.4** If a return or exchange is accepted, a Master Customer Care representative will contact You to make arrangements.

**6.5** Notwithstanding the foregoing, orders accepted by Master for customized, modified or specially manufactured Product(s) cannot be cancelled, and such products, once ordered, cannot be returned for any reason.

## 7. RESILIATION AND CANCELLATION OF DELIVERY

**7.1** If this Agreement, in respect of any Product ordered, is terminated prior to the time Your order is confirmed by Master Customer Care department, Master will refund in full any and all sums paid by You for the product. Master shall not, however, be liable for any interest or any loss or damage resulting from termination that would be direct or indirect.

**7.2** Notwithstanding Subsection 8.1, if You terminate this Agreement in respect of any Product to be designed or built to Your specifications, Master will retain all amounts paid by You, and You will be responsible for all costs ensuing from termination, including administrative charges.

**7.3** In the event that You are material breach hereunder, Master shall have the right (i) to terminate this Agreement immediately, (ii) to refuse to ship or discontinue the delivery of the Products, (iii) to recover any loss or damage suffered by Master and (iv) to undertake any other procedure provided by law. This Agreement may be terminated if (i) you become insolvent or be placed in receivership, reorganization, liquidation or bankruptcy or, (ii) there is an assignment for the benefit of your creditors.

## 8. OWNERSHIP AND RISK

**8.1** Title and risk of loss or damage to the Product(s) passes to You upon delivery. You are responsible for inspecting the Product(s) at the time of delivery and reporting any obvious error or defect to Master not later than 2 days following delivery.

Should You fail to do so, it shall be conclusively presumed that the Product(s) have been delivered in accordance with these Terms and Conditions. Damage to or loss of any goods in transit must be noted on the carrier's delivery freight bill. In such case, Master will provide You with whatever assistance is needed for You to file a claim with the carrier. You may not, however, withhold payment pending carrier settlement. You must reorder any replacements needed and the reorder shall be subject to these Terms and Conditions.

## **9. WARRANTIES**

**9.1** The warranties available for the Product(s) are the limited warranties currently offered by the manufacturers of the products. If Master sell an additional warranty, Master reserves the right to amend the terms of one or another of the applicable warranties at any time without notice. The terms of selected warranties are available on available on the Master website in the "Useful Information" menu under "Limited Warranties (Dealers)," incorporated herein by reference.

## **10. LIMITATION OF LIABILITY**

**10.1** MASTER, INCLUDING ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL ASSUME NO LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. IN ANY EVENT, MASTER'S LIABILITY SHALL NOT EXCEED (i) THE PRICE PAID FOR THE PRODUCT OR (ii) THE COST OF THE REPAIR OR REPLACEMENT (AT GROUPE MASTER'S DISCRETION) OF THE PRODUCT (OR DEFECTIVE PART THEREOF). MASTER SHALL NOT ACCEPT (AND YOU AGREE TO INDEMNIFY MASTER AGAINST) ANY LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE EXPERIENCED BY YOU OR ANY OTHER PERSON ARISING OUT OF THE HANDLING, POSSESSION, USE OR SALE OF ANY PRODUCT PURCHASED BY YOU. MASTER SHALL NOT ACCEPT ANY LIABILITY WHATSOEVER ARISING FROM ANY AND ALL CLAIMS OF THIRD PARTIES INCLUDING RESALE PURCHASERS OR END-USERS. MASTER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR ANY OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

## **11. CONFIDENTIALITY**

**11.1** Master will collect, use and disclose Your personal information (including Your name, personal address and telephone number) solely in accordance with the Master Privacy Policy, available at [www.master.ca](http://www.master.ca), and with the confidentiality principles in effect in Canada.

## **12. WEBSITE**

**12.1** Master makes no warranties that the information presented on its website is current, up to date or accurate, and shall assume no liability for any financial loss that may occur as result of use of the website.

## **13. MISCELLANEOUS**

**13.1** These Terms and Conditions shall be governed by and construed in accordance with the laws of the province where the product will be installed and the federal laws of Canada applicable thereto (excluding their conflict of law rules).

**13.2** This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties, provided that You shall not assign or transfer any of Your rights and obligations hereunder without the prior written consent of Master.

**13.3** If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favour of Master in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity of unenforceability of such provision in any other jurisdiction. In any action to enforce this Agreement, Master shall, in addition to any other relief, be entitled to reasonable legal fees.

**13.4** Company acknowledges that all marks and logos on Master products and any related promotional materials (the "Master Marks") are protected by intellectual property rights. Master hereby grants Company a non-exclusive, non-transferable, limited license to use the Master Marks only to identify or promote the Master Products in the context of Company's sale or licensing thereof under this agreement.

Company agrees not to alter or remove any Master Marks from a product without the prior written consent of Master. Company further agrees that it shall at all times comply with all applicable brand guidelines relating to any of the Master Marks in the sale, advertising and promotion of Master products. Master reserves the right at all times to review any marketing and sales materials created by Company which refers to the Master products prior to its distribution. Company will consult with Master regarding any advertising or promotion which might affect the good name, trademarks, goodwill or reputation of Master, its partners or suppliers.