



Fred's Paving Co. Ltd.

60 Artesian Industrial Parkway
Bradford, Ontario
L3Z 3G3

THE QUOTATION ALONG WITH THIS SHEET IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

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1. Fred's Paving Co., Ltd. is referred to herein as the "Company".
 2. All prices do not include H.S.T.
 3. Please add H.S.T. tax to all above prices.
 4. All prices include labour and materials.
 5. It is understood that the foregoing is an estimate of the quantities to be done and that payment shall be made at the stated unit price on the actual quantities of work performed on the field by the Company.
 6. All prices remain effective until 30 days following the date of Job Estimate. Unless specifically stated to the contrary on the Job Estimate.
 7. All payments to be paid in full upon completion of work.
 8. If credit conditions become unsatisfactory before commencement or at any time during the course of work, adequate security shall be furnished to Fred's Paving Co. Ltd.
 9. Interest will be charged on overdue accounts at the rate of 24% per annum (2% per month).
 10. Responsibility is not accepted for any subsidence or settlement, and cracking that may occur due to causes over which the company has no control of.
 11. Responsibility is not accepted for any uncontrollable subsurface weed control, which may occur due to causes that are unforeseen.
 12. All work will remain the property of Fred's Paving Co. Ltd. and can be redeemed without permission of the assignee if payments are not paid as agreed in this contract.
 13. Salvaging, reinstatement, reinstalling and /or relocating of any materials as well as layout and locates is excluded unless otherwise stated in Job Estimate.
 14. All prices are subject to change due to uncontrollable fluctuating gas prices.
 15. This agreement may be accepted at any time within thirty (30) days from the date hereof by the Customer properly executing the same and mailing the same to the company at **60 Artesian Industrial Pkwy, Bradford, Ontario L3Z 3G3**, within such stipulated time, otherwise, this agreement shall cease and be null and void.
 16. No work by the Company shall be commenced under this agreement, nor shall the Company be liable for any damages, costs or expenses in respect of this agreement until a properly executed copy of this agreement is received by the Company at **60 Artesian Industrial Pkwy, Bradford, Ontario L3Z 3G3**.
 17. The Company shall not be responsible for the securing or paying for any necessary municipal and provincial licenses or permits required for the completion of the work referred to in this agreement. Prior to the commencement of the work, the Customer shall obtain and pay for any necessary municipal and provincial licenses and permits required for the completion of the work. If the Customer does not obtain and pay any such licenses and permits, then the Company may terminate this agreement and shall not be liable for any loss or damage of any nature of kind whatsoever due to such termination.
 18. Payment in full shall be made by the Customer to the Company at par at **Bradford, Ontario** within thirty (30) days after:
 - (A) all work under the agreement is completed in the event execution of the work takes less than one (1) month,
 - (B) the end of each month for the value of work performed in that month in the event that the execution of the work takes more than one (1) month. Any payment, or payments, not so made by the Customer shall bear interest at the rate 2 % per annum payable monthly for the date of completion in "A" above and from the last day of the month in which the work is executed in "B" above. On demand the Customer shall also pay all fees, expenses, or costs, paid or incurred by the Company relating to or arising out of the collection of all moneys due to the Company under this agreement, including but without limiting the generality of the foregoing the Company's legal expenses on a solicitor and his client basis plus disbursements. All such costs shall bear interest at the said rate payable monthly from the date they are paid or demanded whichever first occurs.



19. If, at the sole and uncontrolled discretion of the Company, the credit of the Customer is not satisfactory to the Company, then the Company may cancel this agreement unless the Customer furnishes the Company with security satisfactory to the Company. In the event of such cancellation, payment in full for the portion of the work completed to the date of cancellation shall be made by the Customer to the Company at par, **Bradford, Ontario** within thirty (30) days after the date of cancellation, and payments not so made will be subject to interest and other charges as set out in Paragraph 18, and the Company shall not be liable for any loss or damage of any nature or kind whatsoever due to cancellation.

20. Unless specifically stated to the contrary, this work will be available to the Company in unbroken areas. A sufficient area of work shall be available to ensure continuity of operation and the work shall be performed under weather conditions deemed suitable by the Company.

21. Any changes in the terms, conditions or specifications contained in this agreement shall be mutually agreed upon by the Customer and the Company in writing. Payment for the extras or omissions shall be on the same terms and

conditions contained in Paragraph 18 as though such extras formed part of this agreement. All extras, allowances for the omissions or any substantial decrease in quantity shall be confirmed in writing by either the Company or the Customer. The price of any change or extra made by the Company under the terms of this agreement shall be determined by the Company in any one or more of the following ways;

- A) By estimate and acceptance in a lump sum;
- B) By a revised until price schedule;
- C) By a cost and percentage;
- D) By a cost and a fixed fee.

22. The Company will carry Workmen's Compensation and Unemployment Insurance covering its employees and shall provide standard public liability and property damage insurance of at least \$ 5,000,000.00 to cover only any damages, expenses, or liabilities in connection with the work done under this agreement by the Company, its servants or agents; provided, however, that the Company shall not be liable for any costs, expenses, damages and without limiting the generality of the forgoing, any liability of any nature or kind resulting from or in any way connected with the Customer, his servants, agents, or the use of the machinery of the Company or the Company's materials by the Customer, his servants or agents.

23. The prices contained in this agreement are based on freight and transportation rates, labour rates of pay, sales and excise tax, if applicable, any other tax or governmental levy, prices of materials existing at the date the agreement is executed by the Company. If any one or more of the foregoing is increased, then the Customer shall pay the amount of such increase or increases.

24. The materials set out in this agreement will be placed with the usual engineering practice. The Company assumes no responsibility for the materials, grade lines, drainage systems in place, sub-grade compaction or workmanship prior to the arrival of the Company's servants, equipment or materials on the lands or premises.

25. The Customer must, unless otherwise stipulated, in writing, accept the Company's bituminous mix designs.

26. The Company shall have the right to sub-let all or any part of the work contained in this agreement, but shall agree to bind every such sub-contractor by the terms of the agreement.

27. The Company shall not be liable for any delays or damages due to delays caused by or in any way connected with the failure of transportation facilities, the non-delivery of materials or equipment, strikes, lock-outs, fire, flood, accidents, death, war or any other caused beyond the control of the Company.

28. In the event of a period of maintenance being specified, such period of maintenance shall commence from the date of completion of our work and not from the date of completion of the general contract.

29. Any deletion from or amendments to these conditions must be authorized, in writing, by an officer of the Company.

