

Terms & Conditions

Date Updated: April 1, 2026

By approving the quote, invoice, or specification sheet — whether by signature, email, electronically through the customer portal, or verbal confirmation — the Client acknowledges and agrees to be bound by these Terms & Conditions. No separate contract is required for these Terms to apply.

Canada Shutter Pros (1730905 Ontario Inc.) ("COMPANY") will sell goods ("Goods") and/or services ("Services") specified on the order acknowledgment ("Order") on the condition that the purchaser ("Customer") accepts these terms and conditions ("Terms"). Customer acknowledges and agrees that Customer is offering to purchase the Goods and/or Services under these Terms and that such purchase is conditioned upon acceptance by COMPANY. Any terms or conditions on a document issued by Customer that are inconsistent with these Terms or the Order are hereby objected to and shall have no effect. Customer's acceptance of these Terms shall be evidenced by Customer's submission of an order through COMPANY's site, verbally, by email, or in person. Any modification to these Terms must be agreed to in a separate writing signed by both parties; no markings or modifications to this document shall be effective.

1. Acceptance

This is an offer by Canada Shutter Pros (1730905 Ontario Inc.) for the sale of Goods and/or Services to the Customer identified on the Order, in accordance with and subject to these Terms. This Order will be deemed accepted by Customer upon the first of the following to occur: (a) Customer's making, signing, or delivering to COMPANY any letter, form, or other acknowledgment of acceptance; or (b) Customer's failure to timely object to COMPANY's performance. Any markings by Customer or alternative terms proposed by Customer in its acceptance shall not apply unless expressly agreed to by COMPANY in a separate signed writing.

2. Performance

Customer and COMPANY agree to do everything necessary to ensure that the terms of this Order take effect. COMPANY agrees to provide all materials for the job but may utilize a local professional to complete the inspection and installation. Any dates and times that COMPANY provides for inspection, delivery, or installation are estimates for convenience purposes only. COMPANY makes no representation or guarantee as to the day or time deliveries and/or installations will occur.

3. Cooling-Off Period

These Terms are intended to govern commercial and business-to-business transactions. To the extent a Customer qualifies as a "consumer" under the Consumer Protection Act, 2002, S.O. 2002, c. 30, Sched. A ("CPA"), any mandatory statutory rights afforded to consumers under the CPA, including any applicable cooling-off period, shall apply and are not waived by these Terms. For all non-consumer (commercial/B2B) transactions, no cooling-off period applies, and Orders are binding upon

confirmation.

4. Exclusions and Clarifications

This purchase is for (1) delivery and furnishing of goods, equipment, material, and hardware, and (2) related installation labour and service as more particularly described in the Order details. COMPANY may perform services directly or may arrange for services to be performed by a service provider.

Customer is responsible for all engineering, design, and architectural work including, but not limited to, wind load calculations and compliance with any local building codes; electrical wiring, painting, conduit and connections; and any structure-related permits or modifications unless COMPANY expressly agrees in writing otherwise.

Customer acknowledges that roller shutters and other security products provided by COMPANY are intended as deterrents and delay mechanisms only, and are not guaranteed to be burglary-proof or to prevent unauthorized entry, theft, or property damage. COMPANY makes no representation or warranty that its products will prevent crime or third-party conduct. Customer is solely responsible for maintaining adequate property and personal insurance coverage.

5. Taxes

All prices quoted by COMPANY are exclusive of applicable taxes, including Harmonized Sales Tax (HST), unless expressly stated otherwise on the face of the Order. Customer is responsible for the payment of all applicable federal, provincial, and local taxes arising from the purchase of Goods and/or Services.

6. Price and Payment

The price of the Goods or Services is the price stated on the face of the Order ("Purchase Price") and Customer agrees to pay COMPANY such price for the Goods and/or Services. Unless otherwise specified in writing by COMPANY, a deposit of fifty percent (50%) of the Purchase Price is due upon Order confirmation, with the remaining balance due in full prior to or upon delivery and/or installation. COMPANY reserves the right to withhold delivery or installation until full payment is received. Customer shall have no right to withhold, set off, or deduct any amounts from payments owed to COMPANY.

7. Late Payment

If any amount due to COMPANY is not paid in full by the due date, the following shall apply without notice or demand:

(a) Interest. All overdue amounts shall bear interest at the rate of two percent (2%) per month (24% per annum), compounded monthly, calculated from the original due date until the date of full payment. This rate does not constitute a penalty and is agreed to represent a reasonable pre-estimate of COMPANY's carrying costs and losses. Interest accrues automatically without any further notice from COMPANY. For transactions governed by the Consumer Protection Act, 2002, the interest rate shall be the maximum rate permitted by applicable law.

(b) Administration Fee. A flat administration fee of \$75.00 shall be applied to any invoice that remains unpaid after thirty (30) calendar days past the due date, and an additional \$75.00 fee shall be applied for each subsequent thirty (30) day period in which the balance remains outstanding.

(c) Collection Costs. Customer shall be liable for all costs COMPANY incurs in collecting any overdue amounts, including but not limited to legal fees on a full indemnity basis, court filing fees, collection agency fees, and all disbursements.

(d) Suspension of Work and Lien Rights. COMPANY reserves the right to immediately suspend or cease all ongoing or future work and withhold delivery of any Goods upon non-payment. COMPANY further reserves the right to register a lien or claim against the Customer's property under the Construction Act, R.S.O. 1990, c. C.30 (as amended) or any other applicable legislation, without prior notice to Customer.

(e) Acceleration. If the Customer fails to make any payment when due, all outstanding amounts under any and all Orders between the parties shall become immediately due and payable in full, without notice or demand.

8. Cancellation Fees and Deposit Refunds

If the Customer cancels or delays an Order before manufacturing or installation has begun, the deposit shall be refundable less a \$75.00 administrative fee. If cancellation occurs after COMPANY has attended the Customer's site but before manufacturing or installation has begun, a trip fee of \$75.00 shall also apply. If cancellation occurs after manufacturing or installation has begun, the Customer shall pay either (i) the actual costs incurred by COMPANY, or (ii) a cancellation fee equal to 20% of the Order value, whichever is greater. Deposits are non-refundable once manufacturing or custom material ordering has commenced.

9. Returns

Goods may only be returned for credit or exchange with COMPANY's prior written approval, which may be withheld in its sole discretion. In no event will a return be approved after the Goods have been installed. All returned material must be in resalable condition, undamaged, and in standard inventory packages. Transportation charges on returned Goods must be prepaid by the Customer. Returned Goods may be subject to a restocking charge, with credit based on the price in effect at the time of original sale.

10. Shipping, Delivery, and Third-Party Carriers

COMPANY ships Goods across Canada using third-party carriers. COMPANY acts solely as a shipping coordinator and is not a carrier, freight broker, or logistics provider.

(a) Transfer of Risk. Title and risk of loss shall transfer to the Customer once the Goods are tendered to the third-party carrier at COMPANY's shipping point or the manufacturer's facility, whichever occurs first.

(b) No Liability for Carrier Actions. COMPANY shall have no liability whatsoever for any damage, loss, theft, delay, missed delivery, re-routing, or any other act or omission of the third-party carrier.

(c) Missed Deliveries. Customer is responsible for providing accurate delivery information and ensuring someone is available to receive the Goods. If the Customer misses a delivery appointment, refuses delivery, or fails to provide adequate site access, the Customer shall be solely responsible for all resulting re-delivery fees, storage charges, and additional costs.

(d) Carrier Surcharges. Any carrier-imposed surcharges shall be the responsibility of the Customer.

(e) Damage Claims. Customer must inspect all Goods immediately upon delivery. Any visible shipping damage must be noted on the carrier's delivery receipt and photographic evidence must be provided to COMPANY within twenty-four (24) hours of receipt.

(f) Acceptance Upon Installation. Installation or modification of the Goods constitutes full acceptance that the Goods were received free of visible defects or shipping damage.

11. Customer Inspection

Upon completion of the Order, Customer shall inspect the Goods and/or Services and confirm that they are free of all visible defects. Customer agrees to complete COMPANY's satisfaction form. Failure to specify any visible damage or defects on the satisfaction form shall be Customer's confirmation that no such visible damage or defect was present upon completion of the work.

12. Warranty

COMPANY does not manufacture the Goods. All product warranties are provided solely by the manufacturer and are subject to the manufacturer's terms and conditions. COMPANY will assist the Customer in submitting warranty claims to the manufacturer but shall have no independent liability for manufacturer defects.

COMPANY warrants only its own installation and service work as follows: Installation workmanship is warranted for one (1) year from the date of installation. Service and repair workmanship is warranted for sixty (60) days from the date of service.

This warranty does not cover: (a) misuse, abuse, negligence, accidents, abnormal or commercial use, or improper maintenance; (b) normal wear and tear, including fading or discolouration; (c) damage from environmental exposure; (d) modifications, alterations, or repairs performed by anyone other than COMPANY or its authorized agents.

Customer must provide COMPANY the reasonable opportunity to inspect any alleged defect prior to removing, altering, or repairing the Goods or Services.

13. Repair and Service Work on Pre-Existing or Third-Party-Installed Units

Where COMPANY performs repair, maintenance, or service work on units not originally supplied or installed by COMPANY, the following additional terms apply:

(a) As-Is Condition. COMPANY makes no warranty or representation regarding the condition, remaining useful life, safety, code compliance, or compatibility of any pre-existing unit.

(b) Limited Scope of Warranty. COMPANY warrants only its own repair or service workmanship for sixty (60) days from the date of service.

(c) Diagnosis and Estimates. Any diagnosis or cost estimate provided by COMPANY is an estimate only. The actual scope and cost of repair may change once the unit is further inspected.

(d) Right to Refuse or Discontinue. If COMPANY discovers hidden damage or unsafe conditions, COMPANY may refuse to proceed or require additional work at additional cost.

(e) Service Call Fee. A service call or diagnostic fee may apply, payable regardless of whether the Customer proceeds with the recommended repair.

(f) Customer Indemnification. Customer indemnifies and holds COMPANY harmless from any claims arising from the condition of the pre-existing unit, except to the extent directly caused by COMPANY's negligent workmanship.

(g) No Restoration Guarantee. COMPANY does not guarantee that any repair will restore the unit to its original condition or bring it into compliance with current building codes.

14. Client-Installed Products

If the Customer elects to install the Goods themselves or arranges installation through a third party not authorized by COMPANY, all installation-related warranties are void. COMPANY's responsibility shall be limited solely to the supply of Goods in accordance with the specifications of the Order. COMPANY shall not be responsible for any damage, malfunction, or performance issues arising from improper installation, adjustment, or use. Any claims relating to product defects must be reported prior to installation. Once the Goods have been installed by the Customer or a third party, the installation shall be deemed acceptance of the product's condition and fit.

15. COMPANY's Right to Terminate

COMPANY may terminate this Order, in whole or in part, at any time by written notice to Customer.

16. Indemnification

The Customer shall indemnify, defend, and hold harmless COMPANY and its directors, officers, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees on a full indemnity basis and the costs of enforcing any right to indemnification hereunder, relating to any claim of a third party or COMPANY arising out of or in connection with: (a) the Goods or Services under this Order; (b) Customer's negligence, willful misconduct, or breach of these Terms; or (c)

Customer's failure to maintain adequate insurance coverage. This indemnity is NOT intended to indemnify COMPANY from the consequences of its own negligence or willful misconduct.

17. Limitation of Liability

All express and implied warranties for the Goods, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, are limited in time to the applicable warranty period. In no event shall COMPANY be responsible for, or liable to anyone for, special, indirect, collateral, punitive, incidental, or consequential damages, including but not limited to loss of profits, loss of use, loss of business opportunity, or damages resulting from criminal acts of third parties, even if COMPANY has been advised of the possibility of such damages. COMPANY's total aggregate liability for damages under this Order shall be limited to the Purchase Price.

18. Force Majeure

COMPANY shall not be liable for delays or failure to fulfill an Order due in whole or in part to any cause beyond COMPANY's reasonable control, including but not limited to fire, explosion, accident, breakdown, strike, weather conditions, pandemic or epidemic, government orders or restrictions, supply chain disruptions, shortage or lack of material, sale or transfer of manufacturing facilities, embargo, carrier delays, or any acts of God.

19. Security Disclaimer

Customer acknowledges that the Goods, including but not limited to roller shutters, are intended as a deterrent and delay mechanism against unauthorized entry, and are not guaranteed to be burglary-proof or to prevent crime. COMPANY shall not be responsible or liable for any loss, damage, injury, or expense resulting from or related to criminal acts of third parties. Customer is solely responsible for maintaining adequate insurance coverage for property and personal protection.

20. Customer Maintenance Obligations

Customer shall maintain the Goods in accordance with manufacturer guidelines and shall not misuse, neglect, modify, or attempt unauthorized repairs. Failure to properly maintain or unauthorized alteration of the Goods shall void any warranties and release COMPANY from all liability related thereto.

21. Insurance

Customer acknowledges and agrees that COMPANY is not an insurer. Customer is solely responsible for maintaining adequate insurance coverage for property, equipment, and personal injury, including coverage against theft, burglary, vandalism, fire, or other third-party acts or natural events.

22. Site Access and Risk of Loss

Customer shall provide safe, unobstructed access to the site for delivery and installation. Risk of loss or damage to the Goods transfers to Customer upon delivery to site or completion of installation, whichever occurs first. Customer is responsible for any damage to COMPANY's equipment, tools, or personnel caused by unsafe site conditions not disclosed prior to the commencement of work.

23. Dispute Resolution

All matters arising out of or relating to this Order shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- (a) Negotiation.** The parties shall first attempt to resolve any dispute through good-faith negotiation for a period of not less than fifteen (15) business days following written notice.
- (b) Mediation.** If not resolved through negotiation, the parties agree to submit the dispute to non-binding mediation in Ontario. Costs shall be shared equally.
- (c) Litigation.** If not resolved through mediation within thirty (30) days, either party may commence legal proceedings before the courts of Ontario, which shall have exclusive jurisdiction. If COMPANY is the prevailing party, COMPANY shall be entitled to recover reasonable legal fees and court costs.

24. Limitation Period

Any claim arising under or in connection with this Order must be commenced within one (1) year of the date of the event giving rise to the claim, to the maximum extent permitted by applicable law. Any claim not commenced within this period shall be deemed waived and forever barred.

25. Intellectual Property and Design Ownership

All drawings, designs, specifications, engineering calculations, quotes, proposals, and other documentation prepared by COMPANY in connection with the Order (collectively, "Company Materials") remain the exclusive intellectual property of COMPANY. Customer shall not reproduce, distribute, share with third parties, or use Company Materials for any purpose other than the specific Order for which they were prepared, without COMPANY's prior written consent.

26. Photo and Marketing Release

Customer grants COMPANY the non-exclusive, royalty-free, perpetual right to photograph, video, and otherwise document completed installations and to use such images and recordings in COMPANY's marketing materials, website, social media, portfolio, and promotional activities. No identifying information (name, address) will be disclosed without Customer's prior written consent. Customer may revoke this consent at any time by providing written notice to COMPANY.

27. Electronic Communication Consent

Customer agrees that COMPANY may communicate with Customer by email, text message, or other electronic means at the contact information provided by Customer. Customer agrees that all agreements, notices, disclosures, and other communications that COMPANY provides electronically satisfy any legal requirement that such communications be in writing.

28. Release of the Company

Subject to the terms of this agreement and the warranty provisions set forth herein, the Customer, upon acceptance of Services performed, shall sign the Release of the Corporation and its Affiliates document provided by COMPANY, releasing COMPANY and its affiliates as detailed therein.

29. Interpretation

Should any part of this Order be found to be ineffectual, unconscionable, or inapplicable, then that part shall be deemed stricken and void without affecting the balance of the Order. Any waiver or failure of COMPANY to require Customer to be in strict compliance with the provisions of this Order shall not be deemed a waiver thereof or a waiver of COMPANY's right to insist upon Customer's strict compliance thereafter. Headings are for convenience only and shall not affect the interpretation of these Terms.

30. Integration

This Order and the documents incorporated herein set forth the entire agreement of the parties concerning the subject matter of the Order, and supersede all prior agreements, written or oral, with respect thereto. COMPANY neither assumes, nor authorizes any party or person to assume for it, any other obligations or liabilities in connection with this Order except as set forth herein.

31. Signature and Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy delivered by facsimile, email, or other electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.