



## TERMS AND CONDITIONS OF THIS PROPOSAL AND CONTRACT

- 1) This work has been quoted on the basis of \_\_\_\_\_move(s) in and out. If the purchasers schedule requires further moves for any reason, there will be a charge \$\_\_\_\_\_per move.
- 2) Delays to work due to non-completion of work by others will be charged at current rental rates of the purchaser may order the vender to move out in which case the charge quoted in clause one will apply
- 3) O'HARA TRUCKING AND EXCAVATING INC. shall not be liable for delay or non performance caused by the failure of transportation facilities, strikes, fire, war, flood, accident or any other cause beyond its control.
- 4) The purchaser shall do all lay out of lines, grades and permits as required unless otherwise noted. O'HARA TRUCKING & EXCAVATING INC. will not be held responsible for damage to underground services (buried) unless located by the purchaser previous to construction.
- 5) No work other than quoted or deviation from the above specifications involving extra cost or material or labour will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.
- 6) It is understood that the writing of a purchase order or other evidence by the purchaser of his acceptance of this offer also be considered evidence of these terms and conditions.
- 7) Acceptance of any quotation shall not obligate O'HARA TRUCKING & EXCAVATING INC. until our credit department approves the purchaser credit.
- 8) This offer is open for acceptance for 30 days from the date hereof.
- 9) It is understood that this is the only offer existing for the described work and that any other agreements, whether written or otherwise, are hereby superceded.
- 10)It is the client's responsibility to ensure O'HARA TRUCKING & EXCAVATING INC. has been issued the latest revision of plans. Change orders rework or restocking as a result of outdated plans will result in cost extras.
- 11)Extras may apply to any unforeseen ground conditions such as- Utilities, rock, excessive water and unstable ground.
- 12)The description of work to be performed is only as stated, detail such as compaction and reinstatement are provided only if stated.
- 13)A guarantee period of one year from the completion of the work quoted on is included in this price, provided however, that the vender will not be responsible for damages caused by
  - A. Loading in excess of these specified or implied
  - B. Subsidence of work performed by forces other than vender's
  - C. Usage other than specified or implied
- 14)Payment is to be within 30 days from the date of invoicing for all or part of the work unless otherwise arranged. The vender reserves the right to demand security for the values of the work is satisfactory credit arrangements cannot be made. 2% per month will be charged on all outstanding accounts.
- 15)It will be our intent to apply for early release of holdback.
- 16)Hourly work is not subject to holdbacks.
- 17)Goods and services tax (G.S.T.) is extra to this contract proposal GST#103978623