



## Terms and Conditions of Sale

HARD-CO CONSTRUCTION LTD.

### TERMS AND CONDITIONS OF SALE

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#### GENERAL TERMS

1. All orders are subject to HST and/or other applicable taxes. Prices are subject to change without notice.
2. Hard-Co is not responsible for any errors made in calculations for material based on the measurements of the Purchaser. Please review all calculations prior to placing your order.
3. Any quotation provided is valid for 30 days from the date of issue, unless otherwise specified. After 30 days, prices are subject to change without notice.
4. Orders placed based on quotes must be taken in full within 60 days of the order date, unless otherwise noted on the quotation. Hard-Co reserves the right to increase prices due to market fluctuations for any portion of an order delivered after 60 days.

#### SKID DEPOSITS

Skid deposits will be charged only when deemed necessary by Hard-Co employees at their sole discretion.

A skid Fee of \$5.00 will be charged with all skid deposits.

The skid deposit will be refunded when the skid is returned to the Hard-Co yard by the Purchaser, in acceptable condition, within one year of purchase with original Bill of Sale.

#### PAYMENT TERMS

1. For customers without approved credit accounts, payment in full is required at the time of purchase or prior to delivery.
2. For customers with approved credit accounts, payment is due within 30 days of invoice date.
3. Credit card payments are accepted for:
  - In-store purchases
  - Prepaid orders
  - Settlement of account balances within the standard 30-day payment term
4. Credit card payments for over due accounts (over 30 days) will be subject to a 3% Fee
5. A 2% monthly interest charge (24% per annum) will be applied to all overdue accounts.
6. Accounts with balances past due are subject to credit hold until payment is received.
7. Hard-Co reserves the right to modify credit terms or withdraw credit privileges at any time without notice.
8. The Purchaser agrees to pay all costs of collection, including reasonable attorney fees, in the event of default.

#### DELIVERY POLICY

1. All deliveries will be left at the curb line. Any deliveries made past the curb line are the *complete responsibility of the Purchaser and at the risk of the Purchaser*.
2. The Purchaser is responsible for ensuring suitable access to the delivery site. This includes adequate clearance for delivery vehicles, solid ground capable of supporting heavy equipment, and removal of any obstacles.
3. The delivery driver has final say on where they can place the material being delivered. If a site is deemed unsafe or inaccessible, the driver may refuse delivery.
4. The Purchaser or their representative must be present at the time of delivery to accept the order, unless other arrangements have been made in advance.
5. Any load that must be re-delivered will be subject to an additional fee.

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6. Excessive delays incurred on a delivery will be billed to the Purchaser at the rate of \$100 per hour after the first 30 minutes.
7. Delivery times provided are estimates only. Hard-Co will not be liable for any damages or losses resulting from delayed deliveries.
8. Any shortages or damaged product must be reported within 24 hours of delivery/pickup time. If no claim is made within this time frame, the order will be considered accurate and will be subject to additional fees if corrections are needed.

### QUALITY CONCERN POLICY

1. Efflorescence is a crystalline deposit that may develop on the surface of masonry or concrete products. This is a normal occurrence and does not affect the integrity of the product. Efflorescence typically wears off over time. No responsibility can be accepted by Hard-Co for efflorescence as all concrete products contain calcium hydroxide which causes efflorescence.
2. Damaged, defective, or shorted products must be reported within 24 hours of receipt or immediately on pickup. Products will be credited or replaced at the discretion of Hard-Co as circumstances permit. Removal and replacement costs are the sole responsibility of the Purchaser.
3. Sales are made in accordance with the Seller's samples which the Purchaser has seen and approved. No guarantee of exact colour or match is made or implied. It is recommended that when installing, you work from two or more bundles at a time to decrease large colour variances.
4. Hard-Co is not responsible for manufacturing imperfections, issues with dye lots, variations in colour, texture, or sizing, poor packaging, or efflorescence.

### RETURN POLICY

1. Where Hard-Co agrees to accept the return of goods, the goods must be clean, undamaged, re-sellable, and accompanied by the original Bill of Sale within 30 days of the invoice date. Goods returned are subject to freight charges and a 20% administrative fee.
2. All returned product is subject to a hold 48 Hour Hold for a quality check before a refund is issued. Refunds will be processed within 48 hours of the completion of the quality check. If the product is non-refundable, it will be held for you to collect for 7 business days.
3. Return of Interlock: Interlock will be returned only the way it was sold to the Purchaser. It must be clean, in original packaging, in its original condition, and will be subject to a 20% restocking fee.
4. When Hard-Co agrees to return material, a 50% restocking fee will apply to interlock that has the correct pieces but is not returned in its original packaging, which includes any interlock that has been re-stacked, and sections of interlock that are no longer banded.
5. Please note: Returns will not be given to interlock that appears to have been installed, cut, glued, chipped, scratched, discoloured, or is unclean.
6. *There are NO refunds on the following:*
  - Bulk Aggregate, Decorative Stone, or Salt
  - Any Natural Stone
  - Artificial Turf or Sod
  - Bulk Bags
  - Final Sale Items
  - Non-Stocking or Special Orders
  - Open, Used, or Damaged Product
  - Open or Damaged Bags of Polymeric Sand & Concrete Mix

### LIMITATION OF LIABILITY

1. Hard-Co's liability for any claim arising out of or in connection with the supply of products shall be limited to the replacement of the products or refund of the purchase price, at Hard-Co's option.

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2. In no event shall Hard-Co be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, or business, arising out of or in connection with the supply of products.
3. Hard-Co shall not be liable for any advice or recommendation given by any employee, agent, or representative of Hard-Co regarding the selection, installation, or use of products.

### FORCE MAJEURE

Hard-Co shall not be liable for any delay or failure to perform any obligation under these Terms and Conditions if such delay or failure is caused by circumstances beyond Hard-Co's reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, riot, civil commotion, strikes, lockouts, labour disputes, transport delays, shortage of materials, or government action.

### ORDER CANCELLATION

1. Orders for standard stocked items may be cancelled without penalty prior to loading or delivery.
2. Orders for custom or special order products cannot be cancelled once ordered from the manufacturer. Purchaser will be responsible for the full payment of such orders.
3. Orders being held for future delivery may be subject to price increases if market conditions change.

### DOCUMENTATION OF DELIVERIES

1. All deliveries will be documented with a delivery ticket that must be signed by the Purchaser or their representative at the time of delivery.
2. The signature on the delivery ticket constitutes acceptance of the quantity and condition of the products delivered.
3. Any discrepancies must be noted on the delivery ticket at the time of delivery and reported to Hard-Co within 24 hours.

### PRIVACY POLICY

1. Hard-Co collects customer information for business purposes only and maintains reasonable safeguards to ensure its protection.
2. Customer information will not be shared with third parties except as required to complete transactions or as required by law.
3. By placing an order with Hard-Co, the Purchaser consents to the collection, use, and storage of their information in accordance with Hard-Co's Privacy Policy.

### AMENDMENT OF TERMS

Hard-Co reserves the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on Hard-Co's website. The Purchaser's continued use of Hard-Co's services after any such changes constitutes acceptance of the revised Terms and Conditions.

### SEVERABILITY

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

### JURISDICTION AND GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby submit to the exclusive jurisdiction of the courts of Ontario.

### WAIVER

The failure of Hard-Co to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

### DIGITAL/ELECTRONIC AGREEMENT

The Purchaser acknowledges and agrees that electronic acceptance of these Terms and Conditions (via email, website, digital signature, or other electronic means) constitutes legal agreement to be bound by these Terms and Conditions.

### ENTIRE AGREEMENT

## Terms and Conditions of Sale

These Terms and Conditions, together with any quotation, invoice, or other document issued by Hard-Co, constitute the entire agreement between Hard-Co and the Purchaser with respect to the supply of products, and supersede all prior agreements, understandings, and representations, whether oral or written.

By placing an order with Hard-Co Construction Ltd., the Purchaser acknowledges that they have read, understood, and agreed to these Terms and Conditions of Sale.