

# HARMONY

## TERMS & CONDITIONS

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### 2021

#### DEFINITIONS

##### Purchaser

Refers to the organization or person who accepts a quotation or offer for the sale of “Goods” from the Seller.

##### Seller

Refers to HARMONY Head Office--100 Falcon Street, London, Ontario.

##### Goods or Products

Refers to the articles to be supplied to the Purchaser by HARMONY.

##### Quotation or Quote

Is a document providing the price of requested product(s) based on specifications provided by the Purchaser to HARMONY.

##### Order

refers to a purchase order provided by the Purchaser to HARMONY for the purchase of products.

##### Design Drawings

Refer to all drawings produced by Harmony based upon Quote information from the Purchaser.

##### Intellectual Property

Refers to any and all intellectual property conceived, developed, or acquired by Harmony prior to collaboration with a Design Partner or Purchaser.

#### GOVERNING PROVISIONS

These Terms and Conditions govern all aspects of work and agreements between the Purchaser and HARMONY. These Terms and Conditions are part of the Agreement between the Purchaser and HARMONY. Any and all variation to these Terms and Conditions, regardless of what stage of the project they occur, are invalid unless agreed to in writing by HARMONY.

## QUOTE CRITERIA & INFORMATION

Acceptance of quotation by the Purchaser with the submission of a Purchase Order constitutes a binding agreement. Prices quoted by HARMONY are based on standard HARMONY products as defined in the Price and Product Catalogue and on information provided by the Purchaser. All published prices are in list pricing. Any changes to standard HARMONY products will be classified as custom products. Pricing of custom products is based on specifications provided by the Purchaser and will be priced at the discretion of HARMONY. Additional charges may apply if additional work is required that was not set out in the quote. Prices are prepared in Canadian dollars. HARMONY does not provide quotes for installation or shipping. Quotes are valid for a period of 30 days, after which pricing may change.

Access to the HARMONY Catalogue does not convey HARMONY's willingness to sell to the individual/organization accessing the Catalogue. HARMONY reserves the right to make changes at any time and without prior notice to prices, colours, materials, specifications, design and models offered in the Price and Product Catalogue. HARMONY also reserves the right to discontinue product at any time without prior notice.

## PURCHASE ORDER CRITERIA & INFORMATION

HARMONY requires that all orders be submitted in writing. HARMONY reserves the right to require detailed design drawings prior to fabrication. Once all specifics have been confirmed, the Purchaser will receive an Order Acknowledgement which will outline the items ordered, pricing, expected ready date, and pickup location. Orders submitted with missing or incorrect information may delay lead times. A production date cannot be established until Purchaser has provided all related information and documents pertaining to the order. If the Purchaser does not agree with any details outlined in the Order Acknowledgment, HARMONY must be notified by email within one business day of receiving the Order Acknowledgment.

## CODE RESTRICTION

HARMONY products may be subject to fire and/or building codes related to the specific purpose they are being purchased for. Codes may vary from area to area. The Purchaser is solely responsible for the proper application of purchased HARMONY items as defined by these codes.

## DESIGN DRAWINGS

If the quote and/or purchase order requires design drawings, HARMONY will coordinate all drawings, review them for accuracy and completeness and ensure they match the quote and/or purchase order requirements. Purchase orders submitted by the Purchaser indicates acceptance of all technical details depicted in the drawings. Purchase orders are mandatory for the initiation of HARMONY fabrication. Information contained in the Design Drawings remains the sole property of HARMONY. Any reproduction in whole or part, without the written permission of Harmony, is prohibited and is considered a breach of Intellectual Property Legislation.

## CHANGES & CANCELLATIONS

After receipt of HARMONY's Purchase Order Acknowledgement, the order may not be changed or cancelled by the Purchaser without the written approval of HARMONY. Orders already in production may not be eligible for cancellation or change, and may be subject to a cancellation fee, restocking fee, and payment for all products which have been cut, at the discretion of HARMONY management. If an order requires major changes, the order will require re quoting to determine revised pricing. HARMONY reserves the right to define what constitutes a major change. Sheet order changes will be subject to a cancellation or change order fee of 25%. HARMONY reserves the right to cancel an order at any time.

## RETURNS & CLAIMS

All return requests are handled by HARMONY's Customer Service Department. All return requests must be submitted within 30 days from date of receipt. No returns of goods will be accepted without consent from HARMONY. If authorized, the Purchaser must complete HARMONY's Product Return Request Form and ship all products to HARMONY within one week of receiving the approved Product Return Request Form. All authorized return of goods must be securely packaged by the Purchaser in order to reach HARMONY without damage. A minimum restocking charge of 50% on fabricated products is made on all authorized returns for credit or refund, provided goods are received by HARMONY in the condition in which they left the factory. Raw materials such as sheets and hardware are subject to a minimum 25% restocking fee. No credit will be given if goods cannot be reused. Custom order items are not eligible for return. All claims arising from invoices must reach HARMONY within five (5) business days from the date of the invoice.

## TERMS FOR QUALIFIED DEALERS

Purchasers on terms shall pay invoices within 30 days after the date of shipment or pickup, subject to the Purchaser receiving credit approval. If payment is not received by the due date, interest will accrue on all unpaid amounts at the rate of 1.5% per month. Maximum account credit limit will be defined during the Dealer application process. Accounts with an overdue balance in excess of 15 days may be subject to having their terms revoked.

## SUSPENSION

In the event that the Purchaser defaults in the payments of any sum due to HARMONY, HARMONY shall have the right, upon notice to the Purchaser, to suspend or discontinue shipment of any Goods until payment has been remitted without incurring any liability to the Purchaser for non-delivery or delay in delivery. HARMONY may require cash payments in advance for future deliveries, or may terminate any contract in total, and the Purchaser shall be liable for all costs incurred by HARMONY including but not limited to, attorney fees, collection agency fees, accrued interest, and administrative fees.

## RESEARCH, DEVELOPMENT, & INTELLECTUAL PROPERTY

The Purchaser and/or Design Partner agrees that any design proposal, design drawing, or rendering or that contains proprietary information and material, is owned by HARMONY and is protected by applicable intellectual property legislation. The Purchaser and/or Design Partner may not use the Intellectual Property for any purpose other than that contracted in a written agreement between HARMONY and the Purchaser.

## TAXES

The prices shown in the HARMONY Price and Product Catalogue do not include any provincial, federal, or local taxes. All taxes are the responsibility of the Purchaser and will be added to the invoice as separate charges to be paid by the Purchaser. If the Purchaser claims an exemption from any tax, the Purchaser must submit to HARMONY the appropriate exemption certificates.

## TOLERANCES

Dimensions in the HARMONY Price and Product Catalogue are shown in imperial dimensions. Imperial dimensions may be rounded up or down. Standards of finish, quality, and appearance shall be according to the normal standards of HARMONY unless specified in writing and agreed to by HARMONY.

## LIMITED WARRANTY

HARMONY warrants the construction and finish of its products to be free from defects in materials and workmanship for a period of two (2) years from the date of purchase.

HARMONY cannot be held responsible for variations in dye lot from order to order. HARMONY sheet goods are subject to a degree of variation in colour and material thickness. Repair or replacement of any defective component covered by the HARMONY warranty will be made at no cost to the dealer during the warranty period. Labour required to repair or replace is the responsibility of the dealer. This warranty policy does not apply to defects resulting from improper installation, damage from handling, negligence, misuse, alteration, improper cleaning, stains, or accidents. HARMONY's judgment will be final concerning the condition of the products, the cause or nature of the defect, and the necessity or manner of repair. This warranty applies to products sold in Canada only.

## RISK, TITLE, & FREIGHT CLAIMS

The Purchaser incurs all transport costs. HARMONY is not responsible for any damage which may occur in transit, handling or storage subsequent to the product being picked up at the location defined on the Order Acknowledgement.

The carrier signs for all goods received and it is the Purchaser's responsibility to examine goods upon receipt and to file any claims for any concealed damage to the products in accordance with the carrier's terms and conditions, within five (5) days of delivery. All packaging should be kept on-site for inspection by the carrier. Failure by the Purchaser to make any claim against HARMONY within five (5) days shall constitute acceptance of the goods and disqualify the right to return due to defects, errors or shortages.

## **SHIPPING**

All shipping is F.O.B. HARMONY. It is the Purchaser's responsibility to arrange shipping of HARMONY product from the warehouse or storage facility defined on the Order Acknowledgement.

## **DELAYS**

HARMONY's Order Acknowledgment will state a product readiness date which is HARMONY's best estimate at the time the order is acknowledged. However, HARMONY has no obligation or liability to Purchaser for failure to be completed by a specified date.

## **FORCE MAJEURE**

HARMONY shall not be under any liability for any failure to supply goods or otherwise to perform the contract from any cause whatsoever beyond HARMONY's direct control. HARMONY shall not be liable for any loss or damage resulting from any delay or failure in shipment or order failure to perform all or any part of the agreement between the parties with respect to the goods shown on the Order Acknowledgment where such delay, failure, loss, or damage is the proximate result of any act of any government authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike disputes among or between labour unions or other labour disputes, delay or inability in obtaining material and facilities, fire, flood, act of God or any cause not within reasonable control of the company, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, HARMONY may, without causing breach or incurring liability, allocate goods which are in short supply, irrespective of the reasons therefore, among Purchasers, in any manner which HARMONY, in its sole discretion, deems advisable.