

I agree to the terms & conditions as per part II of this agreement of sale and on Imperial's websites, www.imperialproductions.com

Product suitability is the responsibility of the client or 3rd party designer. Product Measurements are approximate only, variances from manufacturer's tolerances

All Sales Final, no exchanges, returns or cancellations I certify I have reviewed the attached schedules/drawings/brochure for this order.

This quote does not constitute an agreement for a guaranteed delivery date unless a separate delivery agreement is signed and prepared by our legal dept.

Timing can be delayed by freight carriers, weather, border customs, holidays, strikes, acts of war, act of god or changing manufacturing schedule all out of Imperial's control.

EXW our/mfg warehouse: When the carrier takes the goods all risk reverts to the purchaser. Freight claims are with the freight carrier

Prices are net. Taxes are charged where applicable, otherwise client is responsible for local remittance.

Imperial is a vital part of the manufacturing process which includes product design, drawings, modifications and co-ordination of projects. Imperial does not manufacture the raw materials that make up the components and makes no warranty to said raw materials, expressed or implied. All warranties are with their respective manufacturers.

All products sold as UNFINISHED architectural components installed by others

PART 2: TERMS AND CONDITIONS			Date:	AUG-20-26	Quote #	2008269
Imperial Productions & Distribution Inc.	here after	"Imperial"				
Clark (Rob)	here after	"Client"				
1) Privacy: Client data is never traded, rented, sold or disclosed to 3rd parties. Imperial communicates with client or authorized representatives only						
2) Products: Any advice recommended by Imperial is without prejudice and is believed to be reliable. Imperial sells unfinished architectural components, specialty finished components, and does not install goods. Imperial is a vital part of the manufacturing process which includes product design, drawings, modifications, and co-ordination of projects. Imperial does not manufacture the raw materials that make up the components and makes no warranty to said raw materials, expressed or implied. Imperial does not warrant integration hardware, adhesives, and finishing products. It is the responsibility of the client to determine the application suitability, unless said install products are supplied by Imperial.						
Fitness/Suitability: Imperial does not make any warranty expressed or implied for the fitness of particular products or their suitability in application or the results obtained; this must come from your contractor, structural engineer, registered designer or architect. The client or their tradespersons must test and verify product use and suitability for themselves. Each municipality has their own building and fire codes. It is the client's responsibility to verify products comply with the codes. FireRating: Each material has specific fire ratings. Class A (ASTM-E84) is optional for molded products and must be specified by the client at time of quoting the goods. FireRating may be integrated or applied. Hardwood is considered Class B. For commercial applications one requires Class A however local building codes may vary per municipality for either commercial or residential applications. Imperial makes no claim to the suitability of any product.						
For columns & bases, Load Bearing capacity as specified by manufacturing is approximate only - confirm with your own structural engineer for compliance. All loads must be centered on column shafts. Sizes are approximate only and may change without prior notice due to manufacturing tolerances. Molded product tolerances is approximately 1/4". Custom hand Carved elements will vary slightly from piece to piece due to the nature of hand crafting and the nature of the natural materials. Product images on Imperial's websites or publications are close representations only and may vary in appearance in color and texture from the actual goods. Computer screens present images with variations - actual samples can be purchased where warranted or requested. Client acknowledges that the exclusive intellectual property rights belong and remain with Imperial in perpetuity.						
Availability: Products change from time to time and can be discontinued or altered due to factors beyond our control or marketing decisions.						
For reference materials, brochures and movies refer to ImperialProductions.com for expanded product specification or email / call for more information.						
3) Quotes: This quote is valid for 5 days. Imperial assumes no liability for contents of this quote, errors or omissions and times to prepare a quote. Product delivery times are approximate only and may vary unless an insured performance bond and legal fees are paid by the client with specific timelines						
Prices: Prices do not include Taxes or Duty unless specified on the quote. Client is responsible for all tax/duty submissions unless quoted where Imperial is obligated by law to charge taxes in a given jurisdiction. Any retroactive taxes or duties are the client's responsibility. Delays in quote acceptance and payment may impact product availability. Any delay past 5 days requires a new quote/revision. Timelines begin from payment date not quote date.						
4) Acceptance of Quote and Payments: Imperial, their staff or agents do not accept verbal orders. The quote is accepted and becomes an order once full payment is confirmed; or an agreed partial payment (ie a 70% deposit) for orders over \$50,000. Client purchase orders do not constitute acceptance by Imperial. Accepted payment is by check; wire transfer; or credit cards for non-custom products with all fees paid by client. Once payment is confirmed, client will receive a confirmation email. If the project is placed on hold more than 90 days, the project is deemed to be cancelled and no deposit received will be refunded. Ownership of the goods is transferred to the client once full payment is received. Brokerage may apply to exported/imported goods						
If at any time (even rectoactive) duty/tariff is imposed, it is the responsibility of the client to pay said duties. Imperial may pay duties on a client's behalf and will itemized them in this quote or send an additional quote for payment prior to shipping. Where client picks up goods, they are responsible for all fees. Interest rate is set at 2% per month, 28% per annum for overdue accounts plus fees.						
5) Product Orders: All sales are final. All sales occur in Toronto Ontario Canada and are subject to Ontario Canada laws. It is agreed that all dispute resolutions occur in Toronto ON Canada only and both parties agree to arbitration. Any settlements will not exceed the products value in this quote. All conflicting conditions in your previous emails or verbal conversations are superseded and nullified by this agreement.						
5a) Custom Orders cannot be changed, returned, cancelled or exchanged. Expect longer delivery times for custom orders.						
Drawings: Any drawings are theoretical representations only. Actual products may have minor variances from the drawings due to manufacturing tolerances. For custom quotes shop drawings will be provided once payment is received. Shop drawings must be signed off prior to production. Timelines for shop drawing sign off is 10 business days. Any delay by client in returning sign offs for shop drawings will effect the timeline of the order.						
5b) Materials: Any product made from natural materials may vary in texture, color and naturally occurring features.						
There may be minor variances between each piece. There is no guarantee that subsequent orders will be exact to the products produced in this order						
For custom hand painted contracted finishes there may be variances between photos and samples and minor piece to piece comparisons.						
5c) Order Changes cannot occur once this quote is signed. Manufacturing begins once the order is accepted by Imperial.						
Any non-stock product is considered a custom order. No refunds, All sales final, no returns or substitutions for all orders						
6) Timelines: For in stock items, delivery times take effect from the date of confirmed payment. For Custom items delivery times will be confirmed by the manufacturing manifest or sign off on shop drawings, not the quote or payment date. Quote site manufacturing and delivery times. This estimate is not guaranteed. Delays can occur by the freight carrier, weather, border customs, holidays, strikes, acts of war, act of god or changing manufacturing schedules all out of Imperial's control. Receipt of templates or plugs and shop drawing sign offs can effect delivery times.						
For a guaranteed delivery time a separate performance bond can be prepared by our legal department, bonding & legal charges are paid by client						
Do not book your install trades until you have your product in hand and have inspected the goods for freight damage.						
7) Freight is prepaid on client's behalf and non-refundable. Any upgrades instructed by the client at time of delivery, such as tailgate service or white glove service or threshold delivery will be billed to the client at freight carriers rates. Client agrees that all extra charges they have initiated will be applied to their credit card or billed immediately. Any changes to the freight condition must be submitted to Imperial in writing. Consignee delivery changes will not accepted after a delivery has left out dock unless there are extinquating circumstances. Any storage fees or other fees will be the responsibility of the client.						
All shipments require a signature upon receipt of goods. Tracking details will be provided once the order has left the shipping dock.						
8a) Freight Claims for Goods Damaged or Lost in Transit: All Freight is Insured with the Freight Carrier not Imperial						
All sales are EXW warehouse. All items are inspected & photographed prior to shipping. When the carrier accepts product; all risk reverts to the client.						
Imperial is not responsible for any damage that occurs in transit, concealed or otherwise or delays caused by the carrier from weather, border crossings, strikes, acts of God, war, terrorism, robbery, or any other delays. Imperial is not responsible for loss of product or damages causes to third parties.						
All goods should be unpacked and inspected immediately upon receipt. Any and all damages should be noted on the Bill of Lading when product is delivered. If the client gives the transportation company a clear receipt for goods received that have been damaged or lost in transit, the client does so at their own risk and expense. All claims are with the freight carrier not Imperial. For most freight carriers, claims must be made within 7 working days. If an order is refused, all transit & storage fees are the responsibility of the client and will be billed or charged to their credit card.						
Imperial will assist in your freight claim. Take digital photos and email them to Imperial immediately so Imperial will contact them on your behalf.						
8) Warranty & Guarantees are with the raw material and component's respective manufacturing facility. Product specifications are those of manufacturing.						
All manufacturing facility warranties are limited and in effect for the original purchaser only from the time of payment and are non-transferable.						
Imperial warrants that goods at the time of delivery will correspond to the description and/or drawings given by Imperial in Imperial's Warranty Policy as stated in its website, which may change from time to time without notice. All other warranties, conditions or terms relating to the condition of the goods, their quality or the merchantability of the goods, or the fitness of the goods for a particular use or purpose, whether such use or purpose is made known to Imperial or not, whether implied by statute or common law or otherwise, are excluded.						
All products manufactured by others but furnished by Imperial are the original manufacturer's warranty and Imperial shall not be liable under any circumstances for defects in such products. Because goods furnished hereunder are to client's specifications and are used or combined by client with other equipment or components or finishings not furnished by Imperial, client agrees to indemnify Imperial for all claims resulting from the use or incorporation of said goods in the client's product. It is expressly agreed that this warranty is in lieu of any and all other warranties and liabilities expressed or implied, including but not limited to any warranty or merchantability of fitness for any purpose and any liability for consequential damages arising out of the use of the product sold hereunder. The forgoing states Imperial entire and exclusive liability and client exclusive and sole remedy. Imperial will in no event be liable for any consequential, special or contingent damage or expense arising directly or indirectly from any defect in its goods or from the use thereof, nor is any other person authorized to assume for Imperial any such liability.						
All warranties are null and void when non-authorized adhesives, fasteners, finishings are used, and installed contrary to accepted install practices. Warranty does not apply to acts of natural, weather or misuse. Once a component is installed and finished, all warranty is null and void.						
8a) Warranty Claim: Imperial will assist your warranty claim. Take photos of the item(s) and email them with a note of explanation. Upon receipt Imperial will investigate your claim. Before issuing a Return Authorization Number for warranty client must get approval from Imperial that the claim will be honored. In some instances, Imperial reserves the right to repair the product (s). Warranty does not include freight back to Imperial.						
Any clearance items are sold "as is" and there is no warranty.						
Page 1: Acceptance of this custom Quote:						
Signature: _____			Date: _____			
I have read and agree to the terms and conditions of sale on the website: imperialproductions.com and above			terms version JUN-24			