

Project

PURCHASE & SALES **AGREEMENT**

PLEASE READ THIS DOCUMENT THOROUGHLY AND CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU AS THE BUYER.

1. ENTIRE AGREEMENT:

When confirming an order with Abitar Project (AGP International Inc.) (the “Seller”), the Buyer (“Buyer”) agrees to be legally bound to the fullest extent permitted by law to all of the Terms and Conditions found here within. These Terms and Conditions apply to all transactions between Seller and Buyer unless otherwise specifically agreed to in writing by both parties. All prior oral or written agreements, including but not limited to terms in Buyer’s purchase order, which are different from or in addition to these Terms and Conditions of Sale are not binding on Seller unless accepted in writing by Seller’s duly authorized representative.

2. DELIVERY LOCATION (INDIVIDUAL):

If Buyer is an individual or purchasing products via any web platform (e.g. ecommerce) the Seller will select the delivery courier of its choice (e.g. Fedex, DHL, UPS etc.) and will satisfy and fulfill the shipping obligation by placing the order in possession of the selected courier. All orders will be reviewed and analyzed by the Seller’s quality control department, to ensure safe delivery. Each shipment will be fully insured. Buyer is not obligated to use Seller’s shipping methods or courier of choice. Buyer has the option of arranging for their own transportation or goods can be picked up in person at one of Seller’s distribution and storage locations.

If Buyer elects to pick-up products, they will assume all responsibility for the goods from the time of pickup. Insurance of the freight in this case will also be buyer’s sole responsibility. If Buyer is a wholesaler or distributor all orders are shipped F.O.B. point of shipment. Risk of loss will transfer to Buyer upon tender of goods to Buyer, Buyer’s representative or common carrier. The cost of any special packaging or handling caused by Buyer’s requirements or requests will be added to the amount of Buyer’s order.

3. DELIVERY LOCATION (GENERAL CONTRACTOR, BUILDER, REAL ESTATE DEVELOPER):

If Buyer is a General Contractor, Builder, or Real Estate Developer and purchasing products for multi-family residential commercial, and/or hospitality projects all orders are shipped F.O.B. final destination (e.g. construction site, warehouse or location specified by Buyer). If Buyer causes a delay, requests to reschedule a confirmed shipment, or causes Seller to erroneously deliver a shipment as a direct result of inaccurate, incomplete, or misleading information supplied by Buyer, Buyer’s agents or employees, all storage fees, demurrage, and other additional costs and risk will be borne by Buyer.

3.1. ADDRESS FOR DELIVERY:

Seller shall deliver products to the shipping address provided and confirmed by Buyer at the time of purchase, and indicated on the final invoice. If Buyer changes the final delivery address after order confirmation and execution of initial deposit, the Buyer will shall pay a three hundred and fifty (\$350.00 USD) delivery address change-fee.

3.2. DELIVERY NOTICE:

Seller shall confirm a final delivery date no less than 48 hours in advance. A delivery time “window” will be provided to Buyer. Seller will make a good faith effort within all of its power to deliver goods in accordance with Buyer’s schedule. If a delay in delivery is caused solely by the Seller, the Seller shall be responsible for and absorb any additional costs for expedited shipping of delayed goods. Seller assumes no responsibility or liability for Seller’s non-performance caused by an act of God, government authorities, war, labor disputes, civil unrest, accidents, the inability to obtain materials, delays of carriers, contractors or suppliers or any other causes beyond Seller’s control. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses of any kind arising from any shipping delays or failure to give notice of any shipping delay.

4. RECEIVING A SHIPMENT (GENERAL CONTRACTOR, BUILDER, REAL ESTATE DEVELOPER):

If shipment is to be delivered to a construction site, adequate street frontage must be prepared, free and clear of any obstructions and/or debris. When receiving 40’ and 40’HQ containers, buyer shall prepare a minimum of 65’-0” of clear, unobstructed street frontage. When receiving 20’ containers, buyer shall prepare a minimum of 45’-0” of clear, unobstructed street frontage. If Buyer fails to prepare adequate street frontage in advance, causes delay or requires re-routing and rescheduling of a confirmed shipment, all fees including but not limited to, re-routing, rescheduling, demurrage, storage and other additional costs and risk will be borne by Buyer.

4.1. BUYER OFFLOAD (MULTI-FAMILY, HOSPITALITY AND COMMERCIAL CONSTRUCTION PROJECTS):

Standard shipments will arrive in either a 20’ or 40’ shipping container unless noted and agreed to otherwise in writing by the Seller. Buyer will be prepared with adequate manpower of at least six (6) men, tools and machinery to receive and offload products. Buyer agrees to have a telescopic forklift present and ready to offload all products that are palletized. Seller will assist with managing and directing Buyer supplied manpower. Seller does not provide offloading services for the buyer. The Buyer shall be responsible for and absorb all offloading, distribution, and storage, costs and fees incurred unless agreed to otherwise in writing by Seller.

5. CANCELLATION:

Buyer may not cancel, change or modify a confirmed order without the written consent of Seller. Seller is no way obligated to approve any cancellation requests.

6. PRICE:

Contingent on purchase location, country and region, sales may be paid for and completed in U.S. Dollar (USD/\$), EURO (EU / €) or Canadian Dollar (CAD/\$). All prices are subject to change unless otherwise noted by Seller. Prices may change at any time prior to the acceptance and execution of payment from the Buyer.

7. PRICING AND PROPOSAL CONFIDENTIALITY:

Any pricing furnished to the Buyer or potential Buyer will stay confidential solely between the Seller and Buyer. Buyer can share and discuss Seller's estimates, pricing, and product proposal with intracompany employees and personnel; however, Seller's estimates, pricing, and product proposals provided to Buyer shall not be shared, distributed nor made available to any third-party companies, representatives, employees, personnel nor affiliates without the express written consent of the Seller.

8. SALES AND USE TAX (GENERAL CONTRACTOR, BUILDER, REAL ESTATE DEVELOPER):

All local and state sales and use taxes, are additional to quoted prices. The amount of any sales and use tax, excise or other taxes, if any, applicable to the goods shall be added to the purchase price and shall be paid by Buyer directly to their local State Board of Equalization (U.S.) or Revenue Agency (Canada). If Seller collects local state sales tax and buyer is invoiced accordingly, Buyer shall not be responsible to remit and pay local state sales and use tax.

9. PAYMENT TERMS (INDIVIDUAL):

Purchases completed and delivered in the United States shall be paid and executed in U.S. Dollars (USD/\$). Purchases completed and delivered in Canada shall be paid and executed in Canadian Dollars (CAD/\$). Purchases completed and delivered in the European Union and Africa shall be paid and executed in Euro (€). If Buyer is an individual or purchasing products via any web platform (e.g. ecommerce), payment for goods and products shall be received in full prior to order fulfillment.

10. PAYMENT TERMS (GENERAL CONTRACTOR, BUILDER, REAL ESTATE DEVELOPER):

If Buyer is a General Contractor, Builder, or Real Estate Developer and purchasing products for multi-family residential commercial, and/or hospitality projects a 50% initial deposit is required to commence production and 50% balance payment is due prior to release and delivery of products.

11. IMMEDIATE INSPECTION AND ACCEPTANCE (FREIGHT DAMAGE):

Immediately upon receiving products the Buyer shall immediately inspect the product for potential freight damage. Any claims for freight damage visible or hidden, must be made immediately within 48 hours in order for the carrier to assume full responsibility and absorb any associated costs. Buyer will be deemed to have accepted the goods in good condition from the carrier and will have no right to reject the goods or to revoke acceptance after this 48-hour window. Buyer will take photos to immediately memorialize any potential freight damage, photos must be included with any claims, within 48 hours of delivery. If Buyer does not include photo representation of freight damage buyer will be deemed to have accepted the goods in good condition from the carrier and will have no right to reject the goods or to revoke acceptance. Buyer and Seller acknowledge that damaged packaging does not always represent damaged products.

12. PRODUCT DEFECT:

If product defect is discovered at time of installation DO NOT INSTALL the product. Any claimed damage or defect to the finish or functionality of the product after the product has been installed will be excluded from any manufacturer warranty.

13. WARRANTY AND LIMITATION OF LIABILITY:

Within the Manufacturer's warranty and warranty period, Seller (at its sole discretion) will replace parts or any product or part of the product that proves defective because of improper workmanship and/or material – when the product has been used in normal use conditions with proper installation (by a qualified contractor or technician), service, and maintenance. If Seller is unable to provide a replacement product or part, and repair is not feasible or cannot be made in a timely manner, Seller may elect to refund the purchase price in exchange for the return of the product. Buyer shall refer to all manufacturer's warranties for further information.

13.1. WARRANTY EXCLUSIONS:

SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. SELLER MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE PRODUCTS OR SERVICES WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS, INCLUDING BUT NOT LIMITED TO ELECTRICITY LAWS, PLUMBING LAWS, LOW LEAD OR LEAD FREE LAWS, FORMALDEHYDE LAWS, OR REGULATIONS, EXCEPT AS SPECIFIED AND AGREED TO IN WRITING BY AN AUTHORIZED ABITAR PROJECT REPRESENTATIVE.

14. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES CLAIMED BY BUYER OR ANY THIRD PARTY RELATED TO A BREACH OF WARRANTY OR ANY OTHER NON-CONFORMITY OF THE GOODS OR SERVICES. IN ADDITION, ABITAR PROJECT, IT'S EMPLOYEES, REPRESENTATIVES, AGENTS, SERVICE PROVIDERS, DISTRIBUTORS, AFFILIATES, AND SUBSIDIARIES (IN THEIR ENTIRETY) WILL NOT BE RESPONSIBLE FOR LOST PROFITS, LOSS OF REVENUE, GOODWILL, LOST OF DATA, LOSS OF OPPORTUNITY OR OF BUSINESS.

15. NON-WAIVER:

The failure of either Seller or Buyer to insist upon the strict performance of any of these Terms and Conditions of Sale will not be deemed to be a waiver of any of the right or remedies of Seller or Buyer, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Terms and Conditions of Sale will be valid unless in writing signed by a duly authorized representative of the waiving party.

16. DISPUTE RESOLUTION:

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms and Conditions of Sale by negotiation between executives who have authority to settle the dispute. The executives must be at a higher level of management than the persons with direct responsibility for administration of these Terms and Conditions of Sale. If a dispute cannot be resolved by negotiation, then either party may bring a legal action in accordance with Section 17 of these Terms and Conditions of Sale.

17. GOVERNING LAW:

All disputes related to or arising out of Buyer's order are governed by the laws of Quebec and the federal laws of Canada. Any legal action related to or arising out of Buyer's order shall be brought in such jurisdiction and any right to object to such venue or to assert the inconvenience of such forum is waived. The United Nations Convention on Contracts for the International Sale of Goods, and any successor thereto, shall not apply.

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