

These Service Terms and Conditions apply to all service quotations, time and materials agreements, diagnostics, maintenance, adjustment, repair, parts replacement and related technical support provided by BlackWater Glazing Inc., unless the applicable quotation expressly states otherwise.

1. DEFINITIONS AND APPLICATION

- “Company” means BlackWater Glazing Inc. “Customer” means the person or entity accepting the Agreement. “Agreement” includes the quotation or service agreement, these terms, approved changes, and documents expressly incorporated by reference. “Work” means the service or support described in the Agreement. “Site” means the location where on-site Work is performed.
- These terms apply to remote and on-site service, inspection, diagnostic, maintenance, adjustment, repair, replacement of parts and related technical support. If the Agreement contains a term that specifically conflicts with these terms, the Agreement governs for that project.

2. QUOTATION, ACCEPTANCE AND CHANGES

- Unless otherwise stated, quotations expire 30 days after issuance. Acceptance may be given by signature, purchase order or clear email approval. The Company may require written confirmation by an authorized Company representative before scheduling or ordering materials.
- The Agreement supersedes conflicting or additional terms contained in a Customer purchase order or other document unless the Company expressly accepts those terms in writing.
- Changes to scope, schedule, rates or responsibility must be accepted in writing. Email correspondence is sufficient. Additional Work is billable at the rates stated in the Agreement or, if no rate is stated, at the Company’s then-current rates.

3. NATURE OF SERVICE WORK

- The Company will perform the Work in a good and workmanlike manner using reasonable care and its specialized experience with European aluminum window and door systems.
- Service to existing systems is diagnostic and remedial in nature. Estimates are based on information available before attendance and are not fixed prices unless expressly identified as such. The Company does not guarantee that every reported condition can be diagnosed or corrected within the estimated time or during a single visit.
- Hidden conditions, wear, corrosion, building movement, prior modifications, improper fabrication or installation, unavailable or discontinued parts, electrical faults, glazing conditions and interfaces with the surrounding building may require additional time, materials, specialist support or follow-up visits.
- Unless expressly included, the Work is not an engineering review, code-compliance certification, warranty determination, legal opinion, destructive investigation or performance test. Verbal observations and service notes are not a formal expert report.

4. TIME AND MATERIALS BILLING

- Labour is billed per person at the rates stated in the Agreement. Actual time, materials, consumables, equipment and approved expenses are billable. An estimate is provided for budgeting based on the information and conditions known at the time and is not a fixed price or not-to-exceed amount unless expressly stated. Where applicable law limits the amount by which an estimate may be exceeded, the Company will obtain Customer approval for a revised estimate or additional Work before exceeding that limit.
- Unless the Agreement states a different basis, billable time may include job preparation, loading and unloading, travel to and from the Company’s shop, vendor or courier stops, on-site Work, remote support, testing, documentation and cleanup associated with the Work.
- Two paid 15-minute breaks per full workday are billable. Meal periods are not billable. Traffic delays and reasonable fueling time are billable; personal rest stops are not.
- Mileage is charged per kilometre, per vehicle, from the Company’s shop to the Site and return, except where the Agreement expressly includes only one-way mileage or another calculation basis.
- If scheduled Work cannot proceed upon arrival because access, authorization, site readiness, required utilities, safety conditions or Customer-supplied information are unavailable, the minimum charge stated in the Agreement applies. If none is stated, a minimum of four hours per crew member plus applicable travel, mileage and expenses is billable.

5. SCHEDULING, COORDINATION AND CANCELLATION

- Dates and durations are estimates and may change due to crew availability, weather, traffic, site conditions, parts availability, supplier delays, emergencies or other circumstances beyond the Company's reasonable control.
- Where reduced travel or mileage assumes coordination with other work in the same area, separate mobilization requested or required by the Customer is billable at the applicable rates.
- At least five working days' notice is required to cancel or materially change an on-site service date. The Customer is responsible for non-refundable materials, committed travel or accommodation costs, and reasonable charges for reserved labour that cannot be reassigned.

6. CUSTOMER RESPONSIBILITIES AND SITE ACCESS

- The Customer must provide accurate information, available drawings and records, clear photographs where requested, safe and unobstructed access, suitable parking, required power and utilities, and a person authorized to provide instructions and approvals.
- The Customer must disclose known hazards and ensure the Site complies with applicable health and safety requirements. The Company may refuse or suspend unsafe Work without liability and bill time and costs incurred.
- The Customer is responsible for protecting or removing furnishings, valuables and sensitive finishes near the Work. Removal and reinstatement of interior or exterior finishes, millwork, cladding, sealants or building components is excluded unless expressly included.
- If the Customer is unavailable and has not identified an authorized representative, the Company may reasonably rely on instructions from the general contractor, site supervisor, property manager or other person apparently in authority. Work resulting from incorrect or unauthorized directions is billable.
- If required instructions or approvals are unavailable, the Company may proceed with Work reasonably within the agreed scope using its reasonable interpretation of the requested service or may suspend the Work. Work outside the agreed scope will not proceed without authorization except where reasonably necessary to prevent immediate damage or address a safety concern. Resulting standby, remobilization and additional Work are billable.

7. EXISTING CONDITIONS AND RISK OF SERVICE

- The Company does not assume responsibility for the original design, fabrication, installation, glazing, automation, electrical work, waterproofing, maintenance history or performance of existing products or surrounding construction.
- Aged, corroded, damaged or previously altered components may fail or become damaged during reasonable diagnosis, disassembly, adjustment or removal. The Company will use reasonable care but is not responsible for unavoidable damage arising from pre-existing deterioration, concealed defects or incompatible prior work.
- Service Work may require the movement, support, disassembly or adjustment of large and heavy glass and aluminum components in finished spaces. The Customer acknowledges that, despite reasonable precautions, there is an inherent risk of minor cosmetic marks, including light scratches, scuffs or dings, to components, finishes or property within or immediately adjacent to the work area that do not materially impair their function. The Company will take reasonable care to protect the Site and minimize this risk but is not responsible for minor incidental damage that occurs despite those precautions. This exclusion does not apply where damage results from the Company's failure to exercise reasonable care.
- Adjustment of one component may reveal or affect other conditions. The Company may stop Work where continuing could cause damage or create an unsafe condition and may recommend parts, further investigation or work by others.

8. PARTS, MATERIALS AND THIRD-PARTY PRODUCTS

- Parts and materials are subject to manufacturer availability, minimum order quantities, lead times and price changes. Special-order, cut-to-length, imported or discontinued items may require deposits and may be non-returnable or non-refundable.
- Where the original item is unavailable, the Company may propose a substitute. No substitution will be installed without Customer approval where it materially changes appearance or function.
- Manufacturer warranties, if any, pass through to the Customer to the extent transferable. The Company does not provide a separate warranty for products manufactured or supplied by others.
- Manufacturer warranty coverage does not include the Company's diagnostic, travel, removal, reinstallation or related labour costs unless those costs are expressly covered by the manufacturer or the Agreement.

9. EXCLUSIONS UNLESS EXPRESSLY INCLUDED

- Cleaning of glass or finished frame surfaces; replacement glass; sealant or waterproofing work; structural alteration or realignment of outer frames; electrical or automation diagnosis beyond the stated scope; removal or reinstatement of finishes; lifts, scaffolds or cranes; permits; engineering; laboratory or field performance testing; and work by other trades are excluded unless specifically listed in the Agreement.
- Anything not specifically included in the Agreement is excluded and, if requested or reasonably required to complete the Work, will be treated as additional Work subject to Customer approval where practicable.

10. PAYMENT AND SUSPENSION

- Invoices are based on actual billable labour, travel, mileage, materials, equipment and expenses. Applicable taxes are extra. Payment is due as stated in the Agreement. If the Agreement does not state a payment term, payment is due upon completion of the Work or receipt of the invoice, whichever occurs later.
- The Customer must promptly identify any disputed invoice item and pay the undisputed portion when due. Late charges apply at the rate stated in the Agreement, subject to applicable law. Reasonable collection costs may be recovered to the extent permitted by law.
- The Company may suspend scheduling, parts orders, reports or further Work for overdue accounts, unsafe conditions, lack of access or material breach. Suspension does not waive amounts already owing or committed costs.

11. SERVICE WORKMANSHIP AND CORRECTIVE WORK

- The Company stands behind the workmanship specifically performed under the Agreement. The Customer must promptly report any concern, provide photographs, video or other information reasonably requested, and permit the Company a reasonable opportunity to assess the issue remotely before arranging Work by others.
- Service to an existing system does not guarantee that the same or a similar symptom will not recur. Conditions caused by normal wear, building movement, environmental exposure, lack of maintenance, misuse, concealed defects, failure or deterioration of existing components, unrepaired underlying conditions or work by others are not corrective warranty Work.
- If the Company determines that a reported issue resulted directly from its workmanship, the Company will correct that workmanship without charging additional corrective labour.
- Unless expressly stated otherwise or required by applicable law, travel time, mileage, transportation, accommodation, shipping, access equipment and other costs required to return to the Site remain billable to the Customer.
- Corrective Work will be scheduled within a reasonable time, taking into account the Company's location, crew availability and other Work in the same geographic area. Where practical, the Company may instead provide remote support or arrange for correction by an approved local service provider.
- The Company is not responsible for Work performed or costs incurred through another service provider unless the Company approved the Work and cost in writing before it was performed.
- The Company does not warrant that an existing system will meet its original ratings, current standards or the Customer's desired performance unless a specific performance requirement and test procedure are included in the Agreement.

12. LIMITATION OF LIABILITY

- To the maximum extent permitted by law, the Company is not liable for indirect, incidental, special, punitive or consequential loss, including loss of use, loss of revenue, delay costs or costs arising from the failure of existing products or surrounding construction.
- To the maximum extent permitted by law, the Company's aggregate liability arising from the Work is limited to the amount paid for the specific Work giving rise to the claim. This limitation does not apply to direct physical damage to Customer property caused by the Company's failure to exercise reasonable care, gross negligence or wilful misconduct, or to liability that cannot legally be excluded or limited.

13. DELAY AND FORCE MAJEURE

- The Company is not liable for delay or failure caused by events beyond its reasonable control, including severe weather, supplier or transportation interruption, labour shortage, equipment failure, restricted site access, governmental action or emergency. The schedule will be adjusted reasonably when such events occur.

14. TERMINATION

- Either party may terminate the remaining Work for material breach after reasonable written notice and an opportunity to correct the breach where correction is possible. The Company may terminate immediately for unsafe conditions, abusive conduct, unlawful direction or non-payment.
- On termination, the Customer must pay for Work performed, time and expenses incurred, non-cancellable materials and reasonable demobilization or cancellation costs.

15. GENERAL LEGAL TERMS

- The parties will first attempt to resolve disputes through good-faith discussion. The Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario. Subject to any mandatory law, the courts of Ontario have exclusive jurisdiction.
- The Agreement constitutes the entire agreement concerning the Work and supersedes prior discussions or representations. If any provision is unenforceable, the remaining provisions continue in effect. Failure to enforce a provision is not a waiver.
- Electronic signatures, email approvals and electronic copies are valid. Notices may be sent to the email addresses used for the Agreement.
- Nothing in the Agreement limits any right or remedy that cannot be waived or limited under applicable law.