



STANDARD TERMS & CONDITIONS

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This website is operated by Urban Bonfire Inc. Throughout the site, the terms “UB”, “we”, “us” and “our” refer to Urban Bonfire Inc.

By purchasing any goods or products from us, you, on behalf of yourself, officers, directors, employees, agents or any entity you represent, if applicable, acknowledge that you have read, understood and agree to be bound by the following standard terms and conditions (“Terms of Trade”, “Terms”). You also acknowledge that these Terms of Trade form a legally binding agreement between you and UB. These Terms of Trade apply to users of the site who are purchasers of our Products (as defined below).

Please read these Terms of Trade carefully as they are the basis upon which we accept your order. You acknowledge that these Terms of Trade and your agreement to these Terms of Trade are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Products you purchase from us.

You can review the most current version of the Terms of Trade at any time on this page. We reserve the right to update, change or replace any part of these Terms of Trade by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

These definitions are part of the Terms of Trade.

DEFINITIONS

- “you” or “your” or “purchaser” means the persons or entity referred to in our Quotation as our customer.
- “Order” means an order for Products placed by you pursuant to an accepted Quotation.
- “Quotation” means an Order accepted by the parties, which includes the quotation for the design, supply and installation (if applicable) of the Product(s) by UB or any other requirement we have agreed to carry out for you, as described in the Quotation.
- “Product(s)” means the outdoor kitchen cabinets and other directly related items, including backsplash and planter boxes, described in the Quotation but does not include items supplied by you, the purchaser.
- “Product Warranty” means UB’s limited Product warranty, which can be found on UB’s website at www.urbanbonfire.com.
- “Site” means the physical premises where the Product(s) is to be delivered/installed and, as required, includes all access ways.

1. TERMS OF TRADE

1.1 Amendment of Terms

We can amend these Terms of Trade from time to time by posting the new Terms on our website. The Terms of Trade in effect at the time you accept a Quotation shall apply to such purchase.

1.2 Quotation

After you contact us regarding a Product, we will provide the Quotation setting out the details of the request, including Product specifications as submitted by you, delivery time and payment terms. If there is nothing to the contrary in the Quotation, then the payment terms set out in Section 2 apply. Prices set out in any Quotation are guaranteed for thirty (30) days. Quotations not accepted by you within thirty (30) days shall be deemed to be expired and shall be subject to change at UB's entire discretion.

1.3 Contract Formation

The Quotation is subject to these Terms of Trade. The Quotation, the Terms of Trade and our Product Warranty are the only basis upon which we are supplying the Product(s) to you. No oral or written communication with you will govern unless it is clearly set out in the Quotation. The terms of the Quotation shall govern if there is any discrepancy between the Terms of Trade and the Quotation. Our contract with you is formed when you accept the Quotation within the thirty (30) day acceptance period by signing and returning it together with a deposit equal to fifty percent (50%) of the quoted price.

1.4 Design

We will design the Product(s) to your requirements as accepted by you in the Quotation. All designs, images, sketches, and documents supplied by us remain our property. We are not liable for any deadlines that have not been met due to third parties (such as, but not limited to, architect/designer/builders) lack of communication, or design changes they have made. Once changes are made, we cannot guarantee to meet the original deadline outlined in the Quotation.

1.5 Site Responsibility

You are responsible for all planning, project, building and other consents, licenses, registrations and permits and for providing the Site ready for delivery and installation of the Product(s) by coordinating all other work and trades on Site. We hold no responsibility for unpreparedness of the delivery/installation site. We hold no responsibility for additional fees resulting in site unpreparedness.

1.6 Delivery

Once Ordered, the Product will typically be ready for delivery between 4 to 6 weeks from the Order date and receipt of a deposit of 50%. Delivery will be confirmed in the Quotation.

1.7 Legal Compliance

Purchaser shall promptly observe, perform, execute and remain in compliance with all building, project, federal, provincial or state, where applicable, municipal and local laws, regulations, rules, requirements, orders, codes, standards, notices, directions, bylaws, work orders and ordinances of every governmental authority and agency in connection with Purchaser's performance under these Terms of Trade, including, without limiting the generality of the foregoing, those dealing with health and safety, environmental, pollution, gas, electricity, plumbing, hazardous materials or other environmental hazards, and use and occupancy of the Site, and the Purchaser will, from time to time, provide UB with proof of such observance and compliance upon request of UB, and will, at the Purchaser's own expense, take all such action as may be required at any time, or devote adequate time and effort to the performance of its obligations herein. Purchaser agrees that the prevention of accidents to all people and property engaged upon, or in the vicinity of, the Site is its responsibility.

1.8 Compliance Representation by Purchaser

Purchaser represents and warrants that it has obtained, or will within a reasonable time obtain, the necessary authorizations, permits, licenses, registrations and disclosures required by any governmental authority, agency, or unit having jurisdiction in the territory of the Site or any part of the territory of the Site, which by reason of these Terms of Trade may be required. Purchaser further represents and warrants that the relationship between the parties pursuant to these Terms of Trade does not require UB to complete or file any registration or disclosures, including any registrations or disclosures that might be required under the applicable purchase ship laws or other laws having jurisdiction in the territory of the Site or any part of the territory of the Site.

1.9 Permits, Licenses and Registrations

Purchaser shall be solely responsible for obtaining and at all times maintaining, at its own cost and expense, any and all authorizations, permits, licenses or government approvals as applicable to enable Purchaser, its Site, and its hired technician(s) to lawfully comply with all of the sections of these Terms of Trade and complete and file any registrations or disclosures of any kind whatsoever which are required by any government authority, agency, or unit having jurisdiction in the territory of the Site or any part of the territory of the Site, which are required by reason of these Terms of Trade or any of the actions or transactions which are necessary for the performance of the obligations of either party under these Terms of Trade. At UB's request, Purchaser shall provide UB with copies of such authorizations, permits, licenses, registrations or governmental approvals.

2. PRICE

2.1 Quotation Price

The price and currency for the Product(s) are as set out in the Quotation. The quoted price is exclusive of taxes (such as, but not limited to, GST, PST, HST and other applicable sales or other taxes), charges imposed by a governmental authority arising under such sale, shipping and freight, unless stated otherwise in the Quotation. The price is based on our Product design, manufacture and installation by UB, if applicable, and is based on our current rates and costs.

2.2 Purchaser Supplied Items

The purchaser is responsible for the procurement and payment of all items supplied by the purchaser. It is up to the purchaser, to ensure all appliances, fittings, and additions to the Product are of sound condition and that they meet your requirements for the project. The Purchaser shall provide exact measurements and/or dimensions of any appliances, fitting and additions in writing to UB. UB shall not be responsible for incorrect Product purchases by purchaser, incorrect specifications provided by the Purchaser. Any costs involved with Product return, reconfiguration, and additional delivery charges will be the sole responsibility of the purchaser.

3. ORDERS AND PAYMENT

3.1 Orders and Quotations

Any and all Orders placed through accepted Quotations shall be deemed subject to these Terms of Trade whether or not specifically referenced in the Quotation. Purchaser shall submit Quotations through forms supplied by UB. All Quotations shall be subject to written acceptance by UB . UB reserves the right to reject any Quotation until accepted as an Order. Purchaser may not withdraw an accepted Order

without written approval from UB. All Orders placed with UB by Purchaser for Product(s) shall contain all necessary information regarding specifications of the Product(s) being ordered, to allow for efficient design and manufacturing, all in accordance with the procedures and guidelines established by UB. All costs, expenses, fees and damages of any kind resulting from purchaser's error or omission in an executed Order, with UB shall be purchaser's responsibility. In the event any Quotation that forms an Order contains terms, which are in addition to or in conflict with the terms of Terms of Trade, the additional terms of the Quotation shall apply.

3.2 Payment

Payment in respect of Products will be paid to UB via check, credit card or bank wire transfer. A 50% deposit upon placement of Order will be required. Product production will only be initiated upon receipt of the deposit. The balance due, including all taxes, charges, wire fees, shipping fees and delivery fees, shall be paid in full to UB prior to shipment. Credit card payments may be subject to a processing fee upon prior written notice to Purchaser by UB. Products will only be released for shipment following confirmation of wire transfer/full payment clearance. For the purpose of securing payment to UB, title to any Product(s) sold by UB shall be and remain with UB until receipt by UB of the full purchase price. UB shall not be responsible for changes in currency exchange rates.

3.3 Change in Orders

All Orders may be canceled or modified without penalty within 24 hours of being placed. Thereafter, a 20% restocking fee will be applied to any change. Changed Orders shall only be permitted with the written approval of UB. Purchaser shall be liable for charges and applicable delays in administrative and/or production time of the Product(s) associated with the acceptance of any requested change, and any such changes shall be governed by the revised Quotation and shall be paid in full prior to shipment.

3.4 Failure or Delay to Fill Orders

UB shall not be liable for failure or delay in filling Orders of Purchaser, which have been accepted by UB, when such failure or delay is due, in whole or in part, to any labor, material, transportation, or utility shortage or curtailment, to any labor trouble in the warehouse of UB or its suppliers, or to any cause beyond the control or without the fault or negligence of UB; provided, however, that UB shall provide Purchaser with notice of such failure or delay. UB shall not be responsible for delays in delivery caused by forces beyond its control including, but without limitation, Acts of God, delays caused by a supplier of goods to UB, acts of civil or military authorities, delays in shipping, strikes or differences of workmen, fire, floods, epidemics, pandemics, governmental rules or regulations, wars, and police action, or embargoes.

3.5 Returns

No returns will be accepted without a return authorization number from Urban Bonfire, issued at its sole discretion.

4. INSTALLATION

Unless the Quotation states that UB will perform the installation of the Product(s), purchaser shall be solely responsible for the installation of Product(s). Purchaser shall provide or arrange for proper and accurate installation of the Product, handled by a qualified and trained technician. In the event the Purchaser shall comply with all project, building, local, national, federal, state or provincial, environmental, health and safety laws and regulations and codes required in the safe installation and use of the Product, in accordance with Section 1.6 of these Terms of Trade. UB will not honor the Product Warranty as a result of faulty installation by the purchaser and/or third parties hired by the purchaser.



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5. SHIPMENT OF PRODUCTS

5.1 F.C.A.

UB will deliver the Product(s) sold to you by placing the Products with a carrier for delivery to you. Freight is calculated as F.C.A (UB's premises Montreal), cleared for export for Orders to the United States. Freight will be sent via dock to dock transport unless otherwise requested by purchaser and confirmed in writing by UB. Purchaser shall be solely responsible for all costs for the delivery and shipment of Product(s), including without limitation, extra shipping fees, rerouting fees and waiting fees.

5.2 Title, Risk of Loss or Damage

Title and risk of loss shall pass to the purchaser upon loading of Products with carrier at UB's premises in Montreal, except that UB retains title to the Products until full payment for Product. If payment has not been made in full prior to loading at UB's premises in Montreal, UB shall retain title (but assumes no risk) to the Products until full payment. Once so loaded, purchaser shall bear all risk of loss, damage or destruction to the Products; provided that the purchaser shall not be liable for any damage to Products caused by the gross negligence or willful conduct of UB's employees acting within the scope of their employment. Upon receipt, Purchaser shall inspect the Product and notify UB of any missing or damaged material within forty-eight (48) hours of receipt of such Product. Your acceptance of the Product(s) will be conclusively presumed if you fail to give us notice of missing or damaged within forty-eight (48) hours. The notice must describe the rejected Product(s) and the defects upon which the claims are based. UB will be given a reasonable opportunity to investigate all claims and to inspect allegedly defective Product(s). Defective Product(s) will not be returned until UB has consented thereto and has delivered written shipping instructions to you. . Purchaser shall be responsible for filing all claims for loss of or damage to any of said Product(s) purchased hereunder while in the possession of Purchaser's designated agent or carrier. UB shall, however, provide reasonable assistance to Purchaser in processing all such claims.

5.3 Delays in Delivery

Delivery dates are estimated only. Without limiting the generality of Section 3.4, UB shall not be responsible for failure to deliver Product(s) on time or to fill orders when such delay or failure results from causes beyond UB's control such as, without limitation, delays by shipping companies. UB shall not be responsible for any losses, charges, costs, expenses or damages, direct, indirect, special, consequential, incidental, or otherwise that are caused by delays in shipping or delivery, such as extra shipping fees, rerouting fees and waiting fees.

6. WARRANTY ON PRODUCTS

6.1 Limited Warranty

Purchaser will refer to UB's website at www.urbanbonfire.com to access the limited Product Warranty offered by UB and any other product policies applicable to the purchaser. There shall be no warranties, express or implied, made by UB on Product(s) furnished under these Terms of Trade except as provided in such Product Warranty. The Product Warranty is incorporated into and made a part of these Terms of Trade by this reference.

6.2 Product Warranty Exclusions

Without limiting the foregoing or anything contained in the Product Warranty, UB shall not honor the Product Warranty or participate in warranty support under the Product Warranty for: (a) any product, components, or parts that are not manufactured by UB; (b) any damage by use of the Product for

purposes other than those for which it was designed or intended for; (c) any damage from disasters such as, without limitation, fire, flood, wind, water, ventilation, electricity and lightning; (d) any damage by unauthorized attachment, or by alterations or modifications of the original Product; (d) improper use of the Product; (f) any damage during shipment; (g) normal wear and tear; (h) improper installation or assembly, if installation or assembly was not performed by UB; (i) improper care or maintenance; or (j) any other abuse, willful misconduct, negligence or misuse by the purchaser. While every effort is made to ensure precise color and paint matching, minor variances between sample swatches and final Product may occur. UB shall have no liability for any such variances.

6.3 Warranty Claim Process

UB's Product Warranty and Product Warranty claim procedures, if any, for its Product(s) are available on its website at www.urbanbonfire.com. No Product(s) sold hereunder shall be returned to UB, pursuant to such Product Warranty or otherwise, without the prior written approval of UB. All replacement parts for Product(s) must be ordered through UB or purchased from UB's authorized parts distribution center selected by UB, at its sole discretion.

6.4 Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF TRADE AND IN THE PRODUCT WARRANTY, TO THE FULLEST EXTENT PERMITTED BY LAW, UB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE NOR DOES UB WARRANT THAT THE PRODUCT WILL MEET PURCHASER'S REQUIREMENTS. UB DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UB BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST REVENUE OR PROFITS, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE PRODUCTS OR EQUIPMENT, WHETHER SUCH CLAIMS OR DAMAGES ARE BASED ON CONTRACT, WARRANTY, OR TORT INCLUDING NEGLIGENCE OR OTHERWISE, IN CONNECTION WITH THESE TERMS OF TRADE, EVEN IF UB WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWABLE BY LAW, NO LIABILITY SHALL BE SUSTAINED BY UB DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL SUCH AS, BUT NOT LIMITED TO, LABOR DISPUTES, WEATHER, NATURAL DISASTERS, VANDALISM, NEGLIGENCE, INTENTIONAL DAMAGE, ACCIDENTS SUCH AS FIRE, WATER, FLOODS, PLUMBING, VENTILATION, ELECTRICITY AND GAS, IMPACTS, ACCIDENTS TO OR FROM MACHINERY, ACTS OF GOD, ACTS OF OR THREATENED ACTS OF WAR OR TERRORISM, MATERIAL SHORTAGES, CODES, BYLAWS, RULES AND REGULATIONS, TRANSPORTATION OR DELIVERY DELAYS, DEMANDS FOR GOODS EXCEEDING UB'S AVAILABLE SUPPLY, PURCHASER'S ACTS OR OMISSIONS, INCLUDING THOSE WITH REGARD TO ITS VIOLATION OF LEGAL COMPLIANCE OBLIGATIONS OR REQUIREMENTS, OR THE ORDER OR JUDGMENT OF ANY FEDERAL, PROVINCIAL, STATE, LOCAL OR FOREIGN COURT, ADMINISTRATIVE AGENCY OR GOVERNMENTAL OFFICER OR BODY OR ANY OTHER CAUSE BEYOND UB'S REASONABLE CONTROL. NO LIABILITY SHALL BE SUSTAINED BY UB DUE TO INSTALLATION (IF UB DID NOT PERFORM THE INSTALLATION), STORAGE, PRODUCT MODIFICATION OR ALTERATION, MISUSE, LOSS OF THE PRODUCT'S CONTENTS, OR OPERATIONAL OR ENVIRONMENTAL CONDITIONS BEYOND UB'S CONTROL. UB'S MAXIMUM LIABILITY TO PURCHASER FOR A CLAIM SHALL NOT EXCEED

THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH THE CLAIM IS MADE.

8. INTELLECTUAL PROPERTY- EXCLUSIVE OWNERSHIP

The Purchaser recognizes that UB, or other suppliers to UB, are the exclusive owner of intellectual property, which may include trade names, trade dress rights, copyright material, designs, logos and trademarks associated with these Terms of Trade, including the word mark "Urban Bonfire" and the design marks which UB uses in connection with its products or business.

9. INDEMNIFICATION

You will indemnify, defend, protect, and hold harmless UB (and its directors, officers, employees, agents, successors and assign), at all times, for, from and against all claims, damages, actions, suits, proceedings, demands, assessments, adjustments, costs, and expenses (specifically including reasonable attorneys' fees and expenses of investigation) incurred by UB (and its directors, officers, employees, agents, successors and assign) as a result of or arising from (a) any unauthorized use of the Product(s) sold hereunder by you or any third party to whom you provide the Product(s), or any use of the Product(s) by you or any such third party that it is not in accordance with UB's instructions, (b) any nonfulfillment of any covenant or agreement on your part under these Terms of Trade, including, without limitation, any breach of the representations and warranties made by you in favor of UB, and (c) any claim made by a third party, or the commencement of any action or proceeding by a third party, that would give rise to UB's right of indemnification under these Terms of Trade.

10. APPLICABLE LAW

All questions arising out of or under these Terms of Trade shall be governed by the domestic laws of the Province of Quebec and by the laws of Canada applicable therein without regard to its conflict of laws principles. Any dispute or claim arising out of these Terms of Trade shall be referred to and resolved by the competent courts of the judicial district of the city of Montreal Quebec, Canada, which shall have exclusive jurisdiction in the event of any dispute. However, before initiating any lawsuit, the parties agree to primarily submit all controversy to negotiation, mediation and to act honestly and in good faith. Therefore, if the parties do not resolve all or some dispute or claim, one or the other of the parties may send a written notice to the other in which it seeks to negotiate. If, following thirty (30) days of negotiation, dispute remains for some or all issues; the parties must seek a mediator. The parties must choose the mediator jointly. The parties undertake to participate in at least one (1) mediation meeting, delegating a person in authority of decision. If no agreement is reached within sixty (60) days of the appointment of the mediator, the dispute shall be settled definitively by the courts.

11. COMPLETE AGREEMENT

These Terms of Trade (including the Product Warranty incorporated herein) are the parties' final and complete expression of their agreement regarding the subject hereof. These Terms of Trade supersede and replace all prior oral and written representations and agreements regarding the subject hereof. These Terms of Trade cannot be amended or modified except in a writing signed by both parties.

12. GENERAL

These Terms of Trade do not create any partnership, joint venture, employer-employee, broker-purchaser, agency, or franchise relationship between you and us. If any provision of the Terms of Trade is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Trade shall continue in full force and effect. No waiver or failure to assert any provision of the Terms of Trade shall be valid unless in writing and signed by an officer of UB. No waiver of any breach or default under these Terms of Trade will be deemed to be a waiver of any preceding or subsequent breach or default. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Trade without our express prior written consent. UB may assign its rights and duties under these Terms of Trade to any party, at any time, and without notice to you, unless otherwise required by law. These Terms of Trade will be binding on the parties and their permitted assigns, and will inure to their benefit. The parties do not intend to confer any right or remedy on any third party. All rights and remedies contained in these Terms of Trade are cumulative and may be exercised singularly or concurrently.



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