



## SCOPE OF WORKS

**Cobourg Canoe Club – Flatwater Sport Docks**

## PROPOSAL V01

**Project: DEV-SFPCCC1**

**Ref: PMC-20-1414**

**08/31/2020**

## CLIENT

**Cobourg Canoe Club**

**Cobourg, ON**

Jeremy Fowlie

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### **Contract prepared by:**

Stephen Fischer

***Sales & Business Development***

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Item	Description	Unit price	Qty.	TOTAL
	<b><u>TECHNICAL SPECIFICATION</u></b>			
	<b>FLOATING DOCKS and RAMP</b>	sub-total		Status
	<b>Welded Structure marine aluminium grade 6005 A T-5 – LN7 flatwater sport docks</b> <b>5 year warranty on aluminum dock frames</b> Single main run to accommodate K4 boat length (40') with 20' accessible ramp assembly on land) each 8' wide, transitions included to shore accessible mat point which will maintain AODA slope requirements during high and low water levels <b>Polypropylene decking</b> with a high UV screen, non slip, sand or mineral color - 10 year warranty. <b>Standard Fender</b> in low density polyethylene, high UV screen sand or mineral color - 10 year warranty. <b>Maintenance free polyethylene floats</b> Seamless structure (no welding, no added top) – 5 year warranty <b>Reinforced High Wave Framing with Stiffening Beams</b> <b>Buoyancy:</b> 100 Kg/m <sup>2</sup> (20 lbs/ft <sup>2</sup> ) <b>Freeboard:</b> 0.18 ± 0,025m (7" ± 1 in)			<b>\$ 29,174.30</b> Includes: - Side fenders, corner bumpers, Eco-Style decking, choice of colour

	<b>ANCHORING SUPPLY</b>	sub-total		status
	<b>Chain anchoring attachment guides</b> on the docks will be built in for anchoring in water Concrete blocks, weight: 3 T. Galvanised steel chain, diameter 3/8" - 16 mm minimum:		4 points	Included  Included
	<b>SHIPPING &amp; UNLOADING</b>	sub-total		status
	By container from St-Eustache, QC factory (near Montréal) By Truck from St-Eustache, QC factory (near Montreal) CIF Terminal XXXXX - Local transport & unloading not included			Included in price  By truck
	<b>INSTALLATION</b>	sub-total		status
	<b>Full Turnkey Installation:</b> to be performed by a Poralu Marine certified team; costing includes: the handling equipment; travel; meals; accommodations; anchor installation; training of local staff on winterization and spring mobilization			Included
	<b><u>DESIGN CRITERIA:</u></b> Client information and area statistics: Maximum Wave action: .3 meter - occasionally Current speed: none Maximum wind speed: 80 km/h Water level variation: .33 ft (0. m)			
9	<b>Currency: CAD\$</b>	<b>Subtotal (tax not included):</b>		<b>\$ 29,174.30</b>
		<b>HST</b>	13.00%	<b>\$ 3,792.66</b>
		<b>Total (tax included):</b>		<b>\$ 32,966.86</b>

**CONSIDERATIONS:** *Our scope of supply is limited to the equipment and services specified in this offer*

	<p><b><u>Equipment / Services NOT Included (beyond identified items above):</u></b></p> <ul style="list-style-type: none"> <li>a) Acquisition and cost of any and all working permits</li> <li>b) The installation of any existing docks or ramps;</li> <li>c) The removal and disposal of any existing docks</li> <li>d) Site surveys, pre- or post- installation, delivery</li> <li>e) Telehandler supply or rental for unloading of docks</li> <li>f) Repairs to connection point or reinforcing of connection point on land to prepare for proper, secure connection  <b>(RECOMMENDATION: connection at shore be levelled and replaced with concrete foundation)</b></li> </ul>
	<p><b><u>Work Execution Conditions:</u></b></p> <ul style="list-style-type: none"> <li>a) The Client is responsible for a site that is accessible for trucks and work equipment and must allow for the necessary manoeuvring for the unloading of equipment, without any restraints. Any traffic control costs or requirements are the responsibility of the Client. Travelling and handling at both drop points are the responsibility of the Client.</li> <li>b) The access to the site shall be forbidden to all non-authorized persons during the delivery term.</li> <li>c) The Client shall provide a safe storage and storage zone for all material and equipment for the duration of the delivery term.</li> <li>d) If additional operations or charges were to be necessary because of the non-respect of the conditions mentioned above, they would be at the charge of the Client.</li> </ul>
	<p><b><u>Non-Responsibility:</u></b></p> <p>Poralu Marine cannot be held responsible, even partially, for breaks or damages to equipment during delivery. All damages caused by a third party, shall be the responsibility of the Client, as written in Article 1470 of the Civil Code of Quebec, including the use of the delivering and handling equipment in non-conformities of the rules of handling.</p>
	<p><b><u>Delivery:</u></b></p> <p>TBD – typically 8-10 weeks from ordering</p>
	<p><b><u>Contractual Warranty:</u></b></p> <p>Poralu Marine Inc. provides, as the law prescribes it, a warranty of two (2) years on all handwork and default of fabrication on the equipment that it manufactures. The warranty described above will take effectiveness at the date of installation of the equipment and will apply exclusively on hidden defect described in the article 1726 of the Civil Code of Quebec.</p> <p>The warranty will not be applicable and Poralu Marine will not be held responsible by the Client, the buyer, the owner, the users or any other third party for costs, expenses or damages including direct, indirect, fortuitous, consecutive or punishable damage resulting of:</p> <ol style="list-style-type: none"> <li>1. Negligence or non-adequate utilisation or modifications of the products, by any outside party.</li> <li>2. The boat anchoring exceeding the design criteria provided by Client on plans.</li> <li>3. The site conditions exceeding the ones provided by the Client or end-user and forming the design criteria documented in Section B</li> </ol> <p><b><u>Slatted decking:</u></b></p> <p>The slatted decking is guaranteed for ten 10 years to the date of installation against cracking, welding, deterioration and discoloration caused by UV rays.</p> <p>The Warranty covers a normal utilisation of the product and does not cover abusive use, negligence or alteration of the product in any ways. The decking must be installed as prescribed by the fabricant on an adequate structure. Poralu Marine obligation to the original owner is limited to the replacement or the reparation of the defective decking caused by a fabrication default. Unless mentioned above, the warranty does not apply on all damages direct or indirect neither on the installation of the new decking. If the proof of a manufacture default is presented, it is at the discretion of Poralu Marine to proceed with the replacement or the repairs of the product.</p> <p><b><u>Ice:</u></b></p> <p>Poralu Marine cannot assure the resistances of the equipment against the ice movements in a basin. A study of the movement of the ice shall be made by the Client to ensure that the ices are truly static.</p>

<b>Standard Payment Terms:</b> 30%     \$ 65%     \$ 5%       \$	30 % deposit 65 % 2 weeks prior to any shipment (partial payment for partial shipment) 5 % on installation completion (signature of acceptance) with a maximum 45 days after the reception of the equipment (truck, containers) by the customer
<b>Sales Terms:</b>  <p>Modifications: Poralu Marine allows itself, if required by technical considerations, to change the work in an additive, suppressing or modifying way by employing a product or an equivalent method of equal quality or greater without modifying other conditions of the present contract. These modifications may occur regardless of a shop or production detail previously approved by the Client.</p> <p>Scope: This contract and any appendix signed by both of the parties constitute an agreement exclusive between those parties. It cancels and replaces all agreements or previous conventions (written or oral) that may have existed between the parties. Aside from those actions mentioned in the paragraph Modifications, all modifications of the actual contract shall be signed by both of the parties.</p> <p>Reserve of property: No transfer of property will occur until the Client has completed the totality of the payments for sales of the equipment. After the delivery of all equipment, if the Client does not pay the full payment, including late fees, Poralu Marine will be free to request the payment or resolve the sale by repossessing the equipment. In case of repossessing, all Poralu Marine and Poralu Marine representatives will be allowed, without any notice or formalities, to present themselves at a determined place and take possession of the equipment. All payments made by the Client before this resolution will not be refundable and will be considered as damages, fees in favour of Poralu Marine.</p> <p>Elections: Both parties agree that, for all reclaims or pursuits in relation with the execution or the interpretation of the present contract, the judiciary district of Montreal, in the Province of Quebec, Canada will be chosen as the place of the proceedings of those reclaims or pursuits excluding all other judiciary districts.</p>	

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

The Client, Cobourg Canoe Club, of Cobourg, ON, the "Client",

- and -

The "Seller", PORALU MARINE INC, of 345 Boul Industriel, St-Eustache, Qc J7R 6C9

\_\_\_\_\_  
Name, Title

*I have the authority to bind the Client and/or the Corporation representing the Client,*

\_\_\_\_\_  
Stephen Fischer

*Sales & Business Development*  
Poralu Marine Inc.

*I have the authority to bind the Seller, and/or the Corporation representing the Seller*





# 1 Application of the Terms and Conditions of Sale - Opposability

These TCS's govern all contracts and all sales transactions entered into between PORALU MARINE and its client: they set out the Parties' rights and obligations. The placing of any order carries the assumption that the client is informed of these TCS and results in the latter's agreement to these CGS and the waiving of its own general and special conditions of sale. These TCS's therefore have binding force between the Parties, and without their acceptance by the client, PORALU MARINE would not have entered into the agreement.

These TCS's are accompanied by special conditions which should be referred to for anything that is not mentioned herein.

Any condition to the contrary called upon by the client in opposition will therefore be non-invocable against PORALU MARINE, regardless of the time at which it was informed thereof. Any instance of PORALU MARINE not insisting upon any one of these TCS's at any given time cannot be interpreted as a waiving of the right to take advantage of any one of the said conditions whatsoever at a subsequent time.

# 2 Offers - Orders - Establishment of the contract

All orders will only have binding force, and therefore involve an undertaking to sell, through the issuing of a written acknowledgement of acceptance by PORALU MARINE. The terms and conditions of sale (products, prices, deadlines, conditions of delivery etc.) adopted in order to honour the contract are those indicated in the acknowledgement of acceptance.

# 3 Allowed Times

The sole delivery or dispatch times applicable for the order are those given in the acknowledgement of acceptance of the order.

These allowed times remain subject to respect on the part of the client of the schedule of due dates indicated in the special conditions. That is to say, any failure on the part of the client to respect, for example, the dates for validation of the "Approval for Manufacture" plans, for the making of part payments, for the lifting of administrative clauses taken care of by itself, or failure to respect preconditions for action by PORALU Marine teams, may give rise to modification of the delivery/dispatch times by PORALU Marine without calling the conditions stipulated under the contract into question, and without the client being able to claim that it has suffered any prejudice whatsoever.

# 4 Site conditions and establishment of dimensions

The site conditions, which are decisive for the sizing of the products, shall be given to PORALU Marine before acceptance of the order. PORALU Marine cannot be held liable for any prejudice linked to inaccuracies in its information and their impact on the choice of products or their implementation. Any lateness in the transmission of this information to PORALU Marine may lead to modification of the allowed time.

The measuring of dimensions on the site is the client's responsibility. Any errors in the information transmitted by the client may generate additional work payable exclusively by the client.

# 5 Modification of orders

Any changes to or rescindment of orders requested by the client will only be valid after being transmitted in writing with explicit acceptance from PORALU Marine.

Any changes to orders may give rise to changes in prices and/or allowed times, at the discretion of PORALU Marine.

In case of renunciation - in whole or in part - by the client of its order, PORALU MARINE reserves the right to request compensation. If PORALU MARINE does not accept the modification or rescindment as notified by the client and regardless of the date of this notification, the part payments that have been made will be considered as a non-refundable deposit paid to the former party.

PORALU MARINE reserves the right to make any changes at any time to its products and services that it deems necessary, while informing the client thereof, particularly if the conditions of fulfilment of the order have been changed by the client.

PORALU MARINE reserves the right to change the models described in its leaflets and catalogues without prior notice.

# 6 Tests and Studies

Any tests or studies conducted by PORALU MARINE do not have the result of obliging PORALU MARINE to achieve any particular results whatsoever.

# 7 Administrative Formalities - Authorisations - Town Planning

The client is responsible for obtaining the administrative authorisations necessary for the proper execution of the order and for providing due proof thereof to PORALU MARINE in such a way that PORALU MARINE's liability cannot be sought in any capacity whatsoever as a result of the absence or incomplete nature of the said authorisations.

# 8 Prices

The contract is entered into for prices of services "excluding tax". The invoice presented to the client will show the amounts for the taxes in force at the date of invoicing.

The prices appearing on estimates are only valid for a maximum period of one month.

# 9 Payment

Unless specified otherwise in special conditions, all orders and deals are subject to a part payment of a minimum of 20% excluding tax, payable and invoiced at the time of acceptance of the order or contract by PORALU MARINE. The balance is invoiced on installation of the facilities and payable 45 days after the end of the month in the course of which the invoice was issued. Orders for products and spare parts are paid on pro-forma invoice, at least one week before the agreed dispatch date; the invoice is issued on the day of dispatch.

The due dates specified in our invoices are obligatory, any delay in their payment leading *ipso jure* to the payment of interest for lateness equal to the legal rate multiplied by 3.

In the event of late payment, PORALU Marine reserves the right to suspend or cancel any orders in progress, without prejudice to any other recourse. Costs for the return of products are payable by the client.

# 10 Fulfilment of the order

In case of action by a Technical Inspection Agency for design validation, PORALU MARINE shall only commence manufacturing the products after written agreement from this Agency has been received.

Where PORALU MARINE is in charge of the installation of its products, the client shall guarantee access to a water supply, the provision of a work area and of secure storage. Any difficulty occurring due to lack of information from the client that gives rise to additional cost (craning etc.) will be payable by the client.

When the client is in charge of the installation of PORALU MARINE products, the latter undertakes to authorise the carrying out of a technical inspection. Any refusal on the part of the client to allow this technical inspection to be carried out, or to carry out the modifications requested in the report from this inspection, will invalidate the guarantee offered by PORALU MARINE.

# 11 Delivery

**11.1 Deadlines - Overrunning of delivery times cannot give rise to any damages or deductions or to the annulment of any orders underway.**

**In any event, delivery within the allowed times can only occur if the client is up to date in its obligations towards PORALU MARINE, regardless of the cause.**

**11.2 Risks -** In all cases, in the event of damaged or missing items, it is the client's responsibility to report all of the necessary facts and to confirm its reserves on the delivery note provided by the carrier.

**11.3 Taking Delivery -** Without prejudice to the provisions to be taken in relation to the carrier, claims for conspicuous defects or for non-conformity of products delivered shall be made in writing and sent within eight days of the arrival of the products.

It is the client's responsibility to provide any proof with regard to the reality of the defects and anomalies ascertained. The client shall give PORALU MARINE every opportunity to establish the facts of these defects and to put them right. The client shall refrain from taking their own action and from engaging third parties to take action for that purpose.

# 12 Force Majeure

PORALU Marine is released from its delivery and/or installation obligations in the case of any chance occurrence or case of *force majeure*, such as fire, flood, total or partial strikes and lockouts. The quantities ready for delivery and for installation at the time of the event shall be accepted by the client.

# 13 Guarantee

**13.1 Scope**  
**13.1.1 -** PORALU Marine provides a contractual guarantee for the entirety of the products manufactured.

PORALU MARINE guarantees that its products comply with the standards for its activity (Ref. *GUIDE DE CONCEPTION DES PONTOONS DE PLAISANCE* (SAIING PONTONS DESIGN GUIDE)). - S.T.C.P.M.V.N<sup>2</sup>, ed. 92).

PORALU MARINE provides a guarantee to the client against all defects in material design, in manufacture and in provision. This guarantee shall only come into force after verification by

PORALU Marine that the equipment sold was indeed installed and used according to the conditions described in the technical study (site conditions, conditions of use, rules of installation).

This guarantee comes to an end one year (1 YEAR) after the signature of an acceptance report or, in the absence of such a report, one year after the invoice date.

Actions taken under the guarantee cannot have the effect of extending the period of this guarantee.

**15.1.2 -** Under this guarantee, the sole obligation incumbent upon PORALU MARINE shall be, at its discretion, the replacement or repair of the product or element which has been recognised as being defective, without charge, except where this method of compensation proves impossible or out of all proportion.

In order to be able to take advantage of the guarantee, all products shall first be submitted to PORALU MARINE's after sales service department, whose agreement is essential for any replacement, in particular after verification of the conditions of installation, site conditions and conditions of use.

For the fulfilment of its guarantee, PORALU MARINE makes the necessary products available "Ex Works". The delivery costs shall be systematically payable by the client. The client cannot claim any damages whatsoever in the event of immobilisation of the property due to the application of the guarantee.

# 13.2 Exclusions

PORALU MARINE does not guarantee consumable parts, of which a list can be supplied to the client at the latter's request.

The guarantee does not apply to conspicuous defects.

The guarantee does not apply when the client defaults in the payment of the price of the order.

The client is solely responsible for the final choice of products.

Defects and damage caused by normal wear and tear or by external accidents, as well as by modifications of the product not provided for or specified by PORALU MARINE, are excluded.

PORALU MARINE shall be entitled to require that the client hand over the official documents of the port authority and Port registers prior to handling its request for fulfilment of provisions under the guarantee.

# 14 Retention of title

PORALU MARINE retains ownership of goods delivered until their price in principal and interest has been paid in full.

In the absence of payment by the client of any single part of the price at the agreed due dates and 48 hours after a formal notice has been issued to which no response is received, PORALU MARINE may demand repossession of the goods delivered, without the client being able to oppose this. The repossession is a purely conservatory measure and does not automatically lead to rescindment of the sale contract, which remains in full force.

# 15 Industrial and Intellectual Property

When PORALU MARINE performs work involving creative activity on its part that is protected by French or international law on intellectual and industrial property, all rights attached to this creation shall accrue to it, including in case of receipt of special remuneration or transfer of ownership of the material medium of the rights to the client.

The client shall refrain from any reproduction or use of PORALU MARINE's creations - by whatever means - without the latter's express, written and prior authorisation.

The client authorises PORALU MARINE to use the client's name and the image of the products installed as a business reference.

# 16 Applicable Law - Applicable Language

The law applicable to the order and to the contract is French law. International transactions are subject to the rules of international trade (Incoterms 2012) as specified in the special conditions of the transaction.

The language applicable to the order and to the contract is French.

# 17 Disputes - Jurisdiction

In case of related dispute, the parties will above-all seek an amicable agreement and will provide to the other party any relevant information that is required for this purpose.

In the absence of an amicable settlement of the dispute within a maximum allowed time of three (3) months, the courts of BOURG-EN-BRESSE (AIN - FRANCE) will have exclusive jurisdiction.

# 18 Indivisibility

In case of nullity of any stipulation of the special or Terms and Conditions whatsoever, the stipulation in question will be considered to be unwritten. However, the other stipulations will retain all of their force and scope unless the litigious clause is considered by PORALU MARINE to be fundamental and decisive for its agreement or where its nullity breaks the overall balance of this agreement.

<sup>2</sup> Service Technique Central des Ports Maritimes et des Voies Navigables