



TERMS OF SALE (B2B & B2C)

Effective Date: 7 August 2025

Pralure Inc. ("Pralure," "we," "our," "us")

These Terms of Sale ("Terms") govern all sales of Pralure products ("Products") to any purchaser ("Purchaser," "you"). By placing an order, you agree to these Terms. These Terms apply to both B2B (builders, contractors, designers, wholesalers) and B2C customers unless otherwise specified.

1. Complete Agreement

These Terms, together with any quotation, order confirmation, invoice, or written agreement issued by Pralure, represent the entire agreement. Any terms proposed by the Purchaser that conflict with these Terms are rejected unless accepted in writing.

2. Payment Terms

2.1 B2B Customers (Builders, Contractors, Designers, Wholesale Accounts)

- All B2B orders require a **40% non-refundable deposit** at the time of order confirmation.
- The **remaining 60% balance** is due **30 days upon delivery**, unless otherwise agreed / stated in written.
- Production, allocation of stock, or shipment will **not begin** until the 40% deposit is received.
- Pralure reserves the right to **withhold or delay delivery** if any portion of payment is outstanding.
- For pallet or freight shipments, final delivery scheduling may require balance confirmation.
- Any overdue amounts accrue interest at **1.5% per month (18% annually)**.

2.2 B2C Customers (Consumers)

Full payment is required at the time of purchase unless otherwise stated.



3. Default

A default occurs if:

- a) Purchaser fails to pay on time;
- b) Purchaser breaches any term of this agreement;
- c) Purchaser becomes insolvent, bankrupt, or subject to receivership.

Pralure may then:

- Suspend or cancel deliveries
- Demand immediate payment of all outstanding invoices
- Reclaim unpaid Products
- Recover all collection costs (see Clause 16)

4. Pricing

- All prices are in Canadian Dollars (CAD).
- Prices exclude taxes unless stated otherwise.
- Prices may change before an order is confirmed.
- Applicable taxes (GST/HST, PST/QST) will be charged.

5. Delivery & Shipping

- Delivery dates are estimates and not guaranteed.
- Risk of loss transfers to Purchaser once Products are handed to the carrier.
- Pralure may select the carrier unless the Purchaser provides specific instructions.
- Shipping methods available: Standard, Expedited, Local Delivery, Freight.

6. Partial Shipments

Pralure may deliver orders in partial shipments. Backordered items ship at no additional cost.



7. Inspection & Claims

- Purchaser must inspect all goods upon receipt.
- Claims for damage, defect, or shortage must be submitted **within 3 days** of delivery.
- Claims submitted after this period may be refused.

8. Returns & Refunds

Returns and refunds follow our **Return & Refund Policy**, which is incorporated into these Terms.

9. Special Orders & Custom Products

The following are **final sale and non-refundable**:

- Custom finishes
- Cut-to-size items
- Special orders
- Bulk orders
- Any item manufactured to specifications

10. Limited Warranty

Pralure's liability for defective Products is limited to **repair, replacement, or refund**, at Pralure's discretion.

Warranty does **not** cover:

- Improper installation
- Misuse or negligence
- Surface damage caused by harsh chemicals
- Wear and tear from normal use
- Improper cleaning
- Modifications made by the customer or installer



11. Installation Disclaimer

Pralure is not responsible for failures or damages caused by improper installation, incompatible building conditions, or errors by contractors, installers, or third parties.

12. Limitation of Liability

To the fullest extent permitted by law:

- Pralure is **not liable** for indirect, incidental, or consequential damages.
- Pralure's total liability is limited to the **purchase price** of the Product.

13. Indemnification

The Purchaser agrees to indemnify and hold Pralure harmless from claims, losses, damages, or expenses arising from misuse, improper installation, or unauthorized modifications of Products.

14. Restocking Fees

Eligible returns are subject to the following restocking fees:

- **15% standard restocking fee**
- **20% if packaging is opened, damaged, or incomplete**

15. Title Retention

Legal title to Products remains with Pralure until full payment is received.

16. Collection Fees (B2B)

If payment collection is required, Purchaser is responsible for all associated fees, including legal fees, equal to **20%** of the outstanding amount.



17. Changes by Purchaser

Purchaser must promptly notify Pralure of changes to business name, address, credit information, or order specifications that may impact the transaction.

18. Force Majeure

Pralure is not liable for delays caused by events beyond reasonable control, including but not limited to:

- Supply chain disruption
- Natural disasters
- Weather damage
- Labour disputes
- Carrier issues
- Global emergencies

19. Severability

If any clause is found invalid, the remaining provisions remain enforceable.

20. Governing Law

These Terms are governed by the laws of the **Province of Ontario, Canada**.
Disputes shall be resolved exclusively in the courts of Ontario.