SKYLINE CANADA BUILDING SERVICES

GENERAL TERMS AND CONDITIONS OF SERVICE | VERSION 2.1 | OCTOBER 28, 2026

1. Parties, Definitions and Agreement

1.1 “Skyline” means the legal entity identified as the service provider in the accepted quotation and carrying on business as Skyline Canada Building Services. The quotation must state its correct legal name.

1.2 “Customer” means the person or legal entity identified in the accepted quotation. “Services” means only the work expressly described in the accepted quotation and authorized written changes. “Site” means the property or location where the Services are performed.

1.3 The agreement consists of the accepted quotation (including its stated scope, price, materials, payment milestones and exclusions), these General Terms and Conditions, the applicable service-specific conditions in Section 20, and authorized written changes (together, the “Agreement”).

1.4 In case of conflict, a later written amendment expressly accepted by both parties controls; next the specific quotation terms; next the applicable service-specific provisions; and finally these general provisions, subject always to mandatory law.

2. Quotations, Acceptance and Authority

2.1 Quotations expire 30 calendar days after issue unless otherwise stated. Prices are in Canadian dollars and exclude HST unless expressly stated otherwise.

2.2 Acceptance may be made by a signed quotation, electronic acceptance or a clear written email acceptance by an authorized Customer representative, provided the quotation and incorporated terms were made available before acceptance. Skyline may require confirmation before scheduling.

2.3 A person approving on behalf of a corporation or property owner represents that they have authority to bind that Customer. Skyline may request proof of authorization for significant additions or changes.

2.4 No scope, price, warranty, schedule or special condition is altered by a unilateral instruction or a Customer purchase order unless Skyline expressly accepts the change in writing.

3. Scope, Standards and Excluded Work

3.1 Skyline shall perform the agreed Services with reasonable skill and care, using suitable equipment and methods consistent with applicable requirements and the quoted scope.

3.2 Only the expressly described areas, quantities, surfaces, preparation, coats, treatments, components, access methods and visits are included. Terms such as “all required areas” are to be clarified by a drawing, list, measurement or written scope before acceptance wherever practicable.

3.3 Unless specifically stated, the price excludes concealed repairs, substrate replacement, hazardous material abatement, structural engineering, permit fees, specialist testing, invasive investigations, restoration of existing damage, removal of extraordinary deposits, and work outside the identified areas.

3.4 Observation or reporting of a defect is not a comprehensive inspection, certification or assurance that all building deficiencies have been located. Skyline is not engaged as an engineer or building consultant unless expressly contracted for an appropriately qualified service.

4. Materials, Supplies, Equipment and Specifications

4.1 Unless the quotation states otherwise, Skyline will purchase and supply the ordinary tools, equipment, labour, consumables and project-specific materials reasonably required for the agreed Services. Their expected cost is included in the quoted price.

4.2 For painting, coatings, caulking, sealants, repairs, sealing and installations, the quotation should identify material type, manufacturer or performance specification when material, quantities or coverage assumptions, colour/finish where applicable, and which party supplies any unusual materials, utilities, lifts or access equipment.

4.3 If Customer-supplied materials are expressly agreed, the Customer shall arrange timely delivery and provide product details. Skyline may reasonably refuse unsuitable, incompatible, defective or unsafe materials, and shall notify the Customer of concerns apparent through reasonable professional care.

4.4 A requested change of product, colour, finish, specification or quantity after acceptance requires a written change order. Skyline is not required to absorb costs resulting from the change. Material substitutions due to unavailability require the Customer's written consent if materially different.

4.5 Unused specially ordered materials, supplier restocking charges and delivery costs on cancellation will be dealt with under Section 11, subject to mitigation and applicable law. Skyline shall not impose an undisclosed automatic forfeiture.

5. Retainers and Progress Payments

5.1 Skyline may require a retainer for painting, coatings, caulking, sealing, installation, repairs, specialized cleaning or other work involving material purchases, mobilization or substantial labour commitments. The exact retainer amount or percentage is specified in the quotation; there is no universal retainer percentage.

5.2 Where stated in the quotation, Skyline is not required to procure dedicated materials or mobilize before the retainer is received. Retainers are credited against amounts properly payable; they are not automatically non-refundable.

5.3 Any progress-payment schedule must be stated in the quotation with objective milestones or invoicing events. Amounts received and remaining balances will be accounted for on invoices.

5.4 Where the Ontario Construction Act applies, statutory prompt-payment, lien and holdback requirements prevail over inconsistent payment provisions. Any required statutory holdback is to be administered in accordance with that Act.

6. Changes, Additional Services and Unforeseen Conditions

6.1 Work outside the agreed scope, including more extensive preparation, removal of additional deposits, concealed repairs, added areas or repeat mobilization, is additional work.

6.2 Before chargeable additional work starts, Skyline will describe the scope and price or rate in writing and obtain express written approval from an authorized Customer representative. Silence, mere access to the Site or an unconfirmed attendance request does not by itself authorize an extra charge.

6.3 If a concealed, unsafe or unforeseen condition is found, Skyline may pause affected work, describe the condition and offer a change order. Skyline is not obligated to perform the added work without agreement.

6.4 A discretionary discount, complimentary callback or waiver on one occasion does not change the scope or pricing of future Services.

7. Complaints, Inspection and Correction

7.1 The Customer should report visible quality concerns in writing as soon as reasonably practicable, preferably within seven calendar days of completion, identifying specific locations and providing photographs where available.

7.2 Skyline will be given a reasonable opportunity to inspect an alleged deficiency. Where the issue is verified to result from deficient workmanship within the agreed scope, Skyline will correct it at no additional charge within a reasonable time.

7.3 Subsequent soiling, sealant leaching, defective building components, new damage, unusual deposits and work outside scope are not automatically workmanship deficiencies. Return visits for such conditions are separately quoted and require approval before a fee is incurred.

7.4 The suggested reporting period does not eliminate rights or remedies that cannot lawfully be restricted, nor does it conclusively determine whether work was deficient.

8. Workmanship Warranty and Products

8.1 Unless the quotation specifies a different lawful period, Skyline provides a limited 12-month workmanship warranty from substantial completion for its painting, coatings, caulking, sealant installations, concrete or masonry sealing, repair and permanently installed bird-control work.

8.2 The warranty covers defects caused by Skyline's faulty workmanship and provides for reasonable inspection and correction of verified covered defects without an additional charge. The Customer must notify Skyline within a reasonable time after discovering the alleged defect and allow reasonable access.

8.3 The warranty does not promise that an existing building system is watertight or will remain defect-free. It excludes failures to the extent caused by substrate defects, structural movement, pre-existing moisture, extraordinary exposure, normal wear, third-party interference, inadequate existing components, or other causes not attributable to Skyline. Skyline remains responsible to the extent legally responsible for selecting or applying materials.

8.4 Manufacturer warranties, if any, are subject to manufacturer terms and do not replace Skyline's statutory or contractual responsibilities. Routine cleaning is governed by Section 7 rather than a 12-month cleanliness warranty.

9. Property Access, Utilities and Customer Cooperation

9.1 The Customer shall provide agreed access, parking/loading arrangements, required keys, permits under its control, resident coordination, identification of relevant units or elevations and information on known site restrictions or hazards.

9.2 Unless the quotation states otherwise, the Customer shall make ordinary water and electrical supply reasonably available at the Site where required and lawful, while Skyline provides ordinary hoses and equipment.

9.3 The Customer shall identify known fragile surfaces, below-grade leaks, defective fixtures, sensitive equipment, protected landscaping and other vulnerable areas requiring special care. Skyline remains responsible for exercising reasonable professional care.

9.4 Where Customer-controlled access or readiness failure prevents an agreed visit, Skyline may claim only reasonable, supportable standby, cancellation or remobilization charges expressly authorized by the quotation or an approved change, and subject to applicable law.

10. Safety, Work at Heights and Suspension

10.1 Each party shall comply with the duties applicable to it under Ontario occupational health and safety and other mandatory laws. Nothing in the Agreement transfers or waives a statutory duty.

10.2 Where applicable to window cleaning or suspended access, building owners shall fulfil their legally required obligations regarding roof sketches, anchor arrangements, inspection records and related information; Skyline shall fulfil its own work-plan, equipment, training and supervision obligations.

10.3 The Customer shall cooperate with reasonable site-specific exclusion zones, pedestrian and vehicle controls, warning signs, access restrictions and emergency procedures. Protective arrangements shall not be altered without lawful coordination

with Skyline's site supervisor.

10.4 Skyline may postpone, stop or decline unsafe work. Work resumes only when risks have been appropriately addressed and legal requirements satisfied. Any additional charge for Customer-caused delay requires a valid agreed contractual basis and is not payable to the extent caused by Skyline's own breach.

11. Scheduling, Cancellation and Weather

11.1 Dates and durations are estimates unless the quotation expressly makes them binding. Work may be reasonably rescheduled for unsafe weather, access failures, extraordinary conditions, unavoidable supplier delays or other circumstances outside reasonable control, with notice where practicable.

11.2 Cancellation or material postponement should be given promptly in writing. If a Customer cancels after Skyline has reasonably committed non-recoverable, project-specific expenditure, Skyline may recover reasonable documented costs and authorized work performed, to the extent allowed by the Agreement and law, after reasonable mitigation.

11.3 Retainers on cancellation shall be reconciled against amounts lawfully owing. Any excess shall be returned. No fixed penalty or automatic forfeiture applies unless separately valid and expressly agreed.

12. Invoicing, Taxes and Payment Disputes

12.1 Unless otherwise stated or displaced by mandatory legislation, invoices are payable 15 calendar days after issue. HST is additional unless included in the quoted total.

12.2 Invoice disputes should be raised promptly in writing with particularized reasons. The Customer shall pay undisputed amounts when due, subject to applicable law.

12.3 For invoices governed by these ordinary commercial terms, where permitted by applicable law, an invoice with an unpaid balance remaining forty-five (45) calendar days after its payment due date will be subject to a single, one-time late-payment fee equal to 1% of the outstanding balance at that time. The fee is assessed only once per invoice and does not recur monthly. Skyline may waive the fee at its discretion. No unilateral deduction or price reduction is effective without Skyline's written agreement.

12.3A The one-time contractual fee does not replace, waive or limit any mandatory statutory interest or payment rights, including those applicable under Ontario's Construction Act. Where law requires a different treatment, the mandatory law governs; Skyline will not impose conflicting or duplicative late charges.

12.4 Skyline may suspend future non-safety-critical Services for material overdue undisputed sums after reasonable written notice, subject to law and existing obligations.

13. Existing Conditions, Damage and Care of Property

13.1 Skyline is not responsible for pre-existing defects merely because they become visible during the Services, but is responsible for damage to the extent caused by its own negligent or improper work.

13.2 Skyline shall take reasonable precautions to protect adjacent property and clean up ordinary debris arising from its work as specified in the quotation. Extraordinary containment, hazardous waste handling and disposal, large-volume waste and restoration of pre-existing contamination are excluded unless quoted.

13.3 The Customer shall promptly notify Skyline of alleged damage with reasonably available details and allow a fair opportunity to investigate. Neither party forfeits mandatory rights merely because notice is delayed.

14. Insurance, Subcontractors and Compliance

14.1 Skyline shall maintain insurance appropriate to its business and the agreed Services. Special limits, endorsements, additional-insured status, bonds or permits shall be identified and agreed before quotation acceptance.

14.2 Skyline may use appropriately qualified subcontractors while remaining responsible for its contractual responsibilities and applicable law. Project-specific subcontractor restrictions must be stated in the quotation.

14.3 Where a service requires licensing, authorization, product-label compliance, pesticide rules, regulated waste procedures, or specialist qualifications, Skyline shall perform it only through legally authorized persons and permitted methods. The Agreement does not authorize otherwise prohibited work.

15. Limits of Assurance and Liability

15.1 No outcome is guaranteed beyond what is expressly warranted, including prevention of all water intrusion, permanent removal of deposits, permanent pest elimination, restoration of defective substrates, or continued cleanliness after work.

15.2 Each party remains responsible to the extent established by contract or applicable law. Neither party is released from liability that cannot lawfully be excluded; no general dollar cap on Skyline's liability is created by these Terms.

16. Contract Duration, Price Changes and Renewal

16.1 Unless a specific term is stated, the Agreement covers only the quoted Services and does not renew automatically. Renewal or additional work requires mutual agreement.

16.2 Prices may be updated for future quotations or renewal, but neither party can unilaterally change an existing agreed price or material scope unless an agreed clause or mandatory law permits.

17. Disputes, Law and General Terms

17.1 The parties will attempt good-faith discussion of disputes while preserving applicable remedies. The Agreement is governed by Ontario law and applicable federal Canadian law, with proceedings in a court of competent jurisdiction in Ontario, subject to mandatory rules.

17.2 An amendment or waiver must be expressly agreed in writing. A concession on one occasion is not a continuing waiver. If a provision is unenforceable, the others remain in effect to the extent lawful.

17.3 The Agreement and accepted amendments are the entire agreement for the specified Services. Electronic communications may be used for contracting and notices where legally permitted. Notices shall be sent to the designated business email addresses unless the quotation specifies otherwise.

18. Application of Service-Specific Conditions

18.1 The following provisions apply only where the relevant service is included in the accepted quotation. They refine but do not expand the priced scope. Specific areas, products, quantities, access, visits, and exclusions should be written in each quotation.

19. Service-Specific Conditions: General Principle

19.1 The quoted price assumes reasonable visible site conditions and the expressly described preparation and treatment. Extra layers, hidden deterioration, nonstandard contaminants, added units or inaccessible areas require a written change under Section 6 before chargeable work proceeds.

20. Conditions for Skyline Services

20.A Caulking & Sealants

The quotation shall specify joints and elevations, removal or overcoating of existing material, joint preparation, backing materials where included, sealant type, colour and approximate linear quantity where practicable. Concealed substrate failure, wet or contaminated joints, structural movement, glazing-system redesign, and consequential interior repairs are excluded unless quoted. A sealant replacement is not an unconditional guarantee against water intrusion originating elsewhere.

20.B Painting & Coatings

The quotation should identify surfaces, preparation, number of coats, primer, coating type, colour, finish and estimated coverage. Skyline supplies specified materials unless otherwise stated. Extraordinary rust removal, lead or other hazardous coating abatement, replacement of rotten or corroded substrate, and repairs to hidden moisture problems are excluded unless expressly priced. Colour approval and material changes require writing. Weather and curing conditions may affect scheduling.

20.C Window Cleaning

Routine cleaning covers identified glass surfaces and customary surface dirt using conventional methods appropriate to the glass. Unless specified, it excludes removal of butyl or silicone leaching, cement, mortar, paint, adhesives, heavy mineral deposits, oxidation, etching and other specialty contaminants; screen disassembly, inaccessible glass and interior work are excluded unless listed. Existing scratches, failed seals or embedded haze may remain. Specialty cleaning is quoted separately.

20.D Vent Cleaning & Repair

The quotation shall identify vent type and locations, exterior or interior access, whether cleaning, blockage removal, minor repair or part replacement is included, and any functional testing. Ductwork outside identified access points, concealed damage, hazardous accumulations, fire-rated system changes and major repairs are excluded unless quoted. Skyline does not certify a complete HVAC or fire-safety system unless expressly engaged and qualified to do so.

20.E Pressure Washing

The quotation shall identify surfaces and approximate areas, water/electrical supply assumptions, runoff control arrangements and applicable treatment products. Existing loose mortar, unstable coatings, porous finishes, leaks, damaged seals, fragile surfaces or concealed defects may limit safe pressure and achievable results. Stains or biological growth may not fully disappear. Chemical treatment, waste-water containment and special environmental measures require express scope and lawful methods.

20.F Concrete & Masonry Sealing

The quotation shall specify surfaces, cleaning and preparation, sealer type, coats or application rate, estimated area and required drying conditions. Results depend on substrate porosity, moisture, weather and pre-existing deterioration. Crack repairs, failed joints, efflorescence correction, waterproofing guarantees, structural repairs and coating removal are excluded unless quoted. Sample areas or appearance approvals may be needed for colour or sheen changes.

20.G Metal & Surface Cleaning

The quotation shall identify the substrate, treatment method and whether polishing, restoration, coating removal or protective finishing is included. Existing corrosion, pitting, oxidation, scratched finishes and permanent staining may not be removable through ordinary cleaning. Abrasives and chemicals require compatibility assessment and may be excluded where damage risk is unreasonable. Restoration or refinishing beyond cleaning needs separate written approval.

20.H Bird Control

The quotation shall identify locations and the selected method (such as barriers, spikes, mesh or other lawful deterrents), attachments, materials and access. Existing nesting, droppings remediation, repairs to substrate, wildlife permits and recurring maintenance are included only if stated. No absolute guarantee of permanent deterrence or exclusion is provided. All handling and installation must comply with wildlife, building and safety laws.

20.I Post-Construction Cleaning

The quotation shall identify stages, accessible areas, debris or contamination expected, and any final-clean standard. Cement, mortar, adhesive, paint and sealant removal from sensitive surfaces is specialized work and must be expressly included with approved methods; it is not presumed part of basic cleaning. Excess construction debris, hazardous materials, damage repairs, repeated re-soiling by other trades and extra return visits are excluded unless agreed.

20.J Spider Control

The quotation shall specify whether the service is physical web and egg-sac removal, exclusion recommendations, or a pesticide treatment. No pesticide or regulated pest-control service is included unless expressly identified and performed in compliance with applicable Ontario licensing, permitted-product and label requirements. Spider activity can recur; permanent elimination is not warranted. Access, frequency, sensitive surfaces and any approved treatment areas must be identified.

21. Customer Acknowledgment and Incorporation

21.1 These Terms apply only when expressly incorporated into a quotation or other agreement provided to the Customer before acceptance. The Customer’s written acceptance of that quotation confirms acceptance of the version identified in it.

21.2 The quotation should identify this document as “Skyline General Terms and Conditions of Service, Version 2.1, October 28, 2026,” attach it as part of the sent PDF or electronic estimate package, and retain proof of the Customer’s acceptance.

22. Legal Compliance and Applicability

22.1 Mandatory legislation prevails over inconsistent terms, including Ontario occupational health and safety law, the Construction Act where applicable, consumer protection rules for qualifying consumer transactions, and environmental or pest-control requirements. Consumer residential engagements may require additional prescribed disclosures, cancellation rights and terms not supplied by this standard commercial-oriented agreement.

END OF GENERAL TERMS AND CONDITIONS