

Skyway Canada Limited

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Canadian Council for
 Aboriginal Business



QUOTATION

QUOTATION # 67145

1st Revision

Date: Jan 07, 2025
 Customer: Timber Restoration Services
 Attention: Tara Tracey
 Email Address: traceyt@timberrs.com
 Phone Number:

Estimator: John Harris
 Sales Person: John Harris
 Job Address: 180 Spruce Avenue, Elliot Lake, ON P5A 2C8
 Job Name: Rental of material
 Quoted As: Per Unit Pricing

Description

Skyway Canada is pleased to provide a quote for the items as noted below.

Material will need to be brought in from several locations to fulfill this order.

Based on the new weight of the revised list, cartage is a estimate, we will only charge cost plus 10 %.

Rental of Equipment (Per 28 days, minimum 28 day rental)

Item-Code	Description	Qty	Rate	Extension
403993	PROP SECTION HDSS 210 STEEL	80	\$32.44	\$2,854.72
322003	LOWERING DEVICE HDA	40	\$60.32	\$2,654.08
322007	HEAD SPINDLE HDK45	40	\$36.76	\$1,617.44
406183	MAIN BEAM CLAMP HD 70MM, GALV	420	\$2.26	\$949.20
327291	MULTIPROP MP 480	216	\$24.00	\$5,184.00
327301	MULTIPROP CONNECTOR MPV/2	108	\$1.22	\$131.76
328330	MULTIPROP FRAME MRK 90	288	\$5.06	\$1,457.28
328380	MULTIPROP FRAME MRK 137.5	279	\$5.94	\$1,657.26
328680	CROSSHEAD 20-24 S, GALV.	108	\$1.14	\$123.12
412-02-WDG	2"X2" WEDGE SWIVEL CLAMP	70	\$0.80	\$56.00
418-06	6' ALLOY TUBE	43	\$2.88	\$123.84
322005	PROP SECTION HDS 90 CM	40	\$14.28	\$571.20
418-10	10'ALLOY TUBE	8	\$4.80	\$38.40
418-04	4' ALLOY TUBE	88	\$1.92	\$168.96
402-02-WDG	2"X2" WEDGE RIGID CLAMP	208	\$0.80	\$166.40
322005	PROP SECTION HDS 90 CM	44	\$14.28	\$628.32
322006	PROP SECTION HDS 30 CM	40	\$9.36	\$336.96
RENTAL TOTAL:				\$18,718.94

Labour

N/A

Cartage

Cartage Complete-Delivery only to Elliot Lake (Estimate cost) cost plus 10%

\$7,800.00

Engineering

** Tax is not included in this quoted price

TOTAL:

\$26,518.94

Terms & Conditions

All prices quoted subject to tax. Terms – net 30 days, subject to credit approval unless Shroing Terms otherwise stipulated. Price quoted valid for thirty (30) days only. Quote is subject to availability of equipment. Any alteration or deviation involving extra costs will be executed only upon written orders from the contractor and will become an extra charge over and above the estimate. Contractor is responsible for all damages and losses of equipment rented and will pay at list price for any damages and losses incurred, as determined by SKYWAY CANADA. Late payment charges are 2% per month/24% annually. Contractor agrees to pay all collection fees, including any legal fees on a client/solicitor basis. There will be no charge-back fees from the contractor or their subcontractors to SKYWAY CANADA for any reason. All permits and engineering to be supplied by customer unless stated in quote. This quote shall be binding upon SKYWAY CANADA only when countersigned by SKYWAY CANADA sales manager. This quote must be signed and returned before SKYWAY CANADA will proceed with any work.

1. The rental period shall commence on and include the date of shipping of the material from SKYWAY CANADA (SKYWAY) shipping point to the lessee, or the lessee's agent, including any public carrier taking same for delivery to the lessee and shall end on the date of actual delivery of material to SKYWAY's yard or at any equidistant point if instructions to do so are given by SKYWAY.
 2. SKYWAY shall load the material for shipping to the lessee and unload it upon its return. The lessee shall, at its own expense, do all other loading, unloading, installing, dismantling, and hauling and shall pay all transportation charges from and to SKYWAY's shipping and receiving points. SKYWAY may ship the material in accordance with its own judgment if shipping instructions are not furnished prior to loading for shipping. SKYWAY will not be responsible for delays due to strikes, transportation, material deliveries or other causes beyond its control.
 3. Rental prices, unless otherwise agreed in writing, shall be in accordance with the schedule attached to the customer copy of order and are subject to increase or decrease to the extent of any change in sales tax.
 4. Terms are net when invoiced unless otherwise agreed in writing. All overdue payments shall bear interest at the rate of 24% per annum, without prejudice to SKYWAY's rights, as hereinafter stipulated to terminate this lease for non-payment.
 5. Before the material is loaded for transit to the lessee, the lessee may require an inspection thereof by proper authorities. If the lessee does not inspect the said material before it is loaded for transit, the lessee is conclusively deemed to have accepted that the material is in good operating order without broken or worn out parts and in a clean and unmarked condition.
 6. The lessee shall be liable to SKYWAY for all loss or damage to the material, while it is in the possession of the lessee. Subject to the provisions of clause 5 hereof, either party shall advise the other, within seven days of the receipt of the material, of any shortage or damage claim which it might have against the other and unless such notice is given within such period, such claim for shortage or damage should be invalid and unenforceable. All shortages will be charged at SKYWAY's current list price.
 7. The lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the material and shall see that the material is not subjected to careless or needless rough usage and shall at its own expense maintain and return to SKYWAY the material and its appurtenances in good repair and operative condition. The material is to be installed, maintained and operated in conformity with sage practice and in accordance with the requirements of all laws, ordinance and regulations, present or future, to the absolute exoneration from liability of SKYWAY. Without limiting the generality of the foregoing, the lessee shall, at its expense, during the term of this lease, pay the cost of all fuels and lubricants required to operate the material, all repairs required to be made to the material in order to keep it in good repair and condition, the replacement of all broken or worn out parts, and any and all local, municipal, provincial and federal taxes, assessments and charges levied upon the material while in the possession of the lessee. SKYWAY shall have the right at any time and from time to time to enter the premises where the material is situate and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
 8. Title to the material shall remain at all times in SKYWAY. The lessee shall give SKYWAY immediate notice in case any material is levied upon or from any cause becomes liable to seizure. The material shall not, without the written consent of SKYWAY, be removed from the site to which the same has been delivered and shall not be intermingled, connected or used with any equipment of others. Should the lessee defer any payment more than fifteen days, or become bankrupt, or fail to maintain and operate or to return the material as provided herein, or substantially violate any provision hereof, SKYWAY may, after three days' notice, terminate this rental, take possession of the material without becoming liable for trespass, and recover all rental due, full damages for any injury to and all expenses incurred in returning the material. The lessee will pay costs, charges, and expenses, including reasonable solicitor's account, incurred in retaking possession of the material or in the collection of any sums which may be due and owing to SKYWAY by the lessee, including the defense of any action brought against SKYWAY for damages caused by SKYWAY's material to any person while such material is in the possession of the lessee. The said material shall be deemed to be in the possession of the lessee for all purposes of this Agreement from the time it is loaded for transit to the lessee until the time that the said material has been returned by the lessee to SKYWAY's yard or such other point as SKYWAY shall, in writing, direct.
 9. THIS RENTAL AGREEMENT SHALL BE DEEMED TO BE TERMINATED at the option of the SKYWAY any time that the agreed rental is not paid on its due date. Further SKYWAY, for any reason whatsoever in its absolute discretion it considers advisable to protect the rented goods from loss, seizure, theft or disappearance, may take any and all actions or proceedings it deems necessary, including self-help, to retrieve the rented goods. Upon deeming the contract to be terminated, SKYWAY shall be entitled to enter upon any premises where the rented goods may be located, and seize and become repossessed of same without liability for trespass, conversion or any other civil or criminal liability. Renter agrees to indemnify and save SKYWAY harmless from any and all costs associated with any such retrieval of the goods, including the costs of defending any civil or criminal suit arising out of such retrieval.
- IT IS FURTHER AGREED that in the event that any goods rented hereunder are not returned to SKYWAY for any reason whatsoever on the date of the termination of this rental agreement by either party, rental charges on the goods shall cease. The renter agrees to pay to SKYWAY for any such unreturned goods, the full retail selling price of the goods as published by taxes applicable to such a sale. The sale shall be deemed final notwithstanding that the items may later be found or SKYWAY for such goods in new condition at the date of the termination of this agreement, together with any retrieved by SKYWAY or the renter.
10. The lessee shall, at its own expense, maintain public liability and property insurance to protect SKYWAY against damage to property and persons from the operation, handling or transportation of the material during the rental lessee period. In addition, the lessee shall insure the material to the value of SKYWAY's current list price against all risks of physical loss or damage however caused, and shall name SKYWAY as an additional insured on such policy or policies. At the request of SKYWAY, the lessee shall furnish certificates of insurance evidencing that such coverage are in effect.
 11. Where SKYWAY has provided engineering data, drawings or specifications for use of material, the following conditions: Lessee agrees to indemnify and hold SKYWAY harmless against and form any liability or claim for damages sustained by reason of deviation in whole or in part form of engineering drawings even though such deviation may have been based on verbal technical representation or other statements attributed to SKYWAY personnel; All engineering data, drawings and specifications shall remain the property of SKYWAY and any information contained therein is not to be divulged to third parties without written authorization from SKYWAY CANADA.
 12. The liability for injury, disability and/or death of workmen and other persons caused by the operation, handling, or transportation of the material during the rental period shall be that of the lessee and it shall indemnify SKYWAY CANADA against all such liability. The lessee shall also indemnify and save harmless SKYWAY CANADA against all loss, expense, damage and/or penalty or penalties which may arise out of any action for damages to property or person or persons occasioned by the operation, handling or transportation of the material during the rental period. The lessee hereby renounces all claims which it may have against SKYWAY CANADA for any loss or damage which it may suffer either directly or indirectly by reason of the condition of the material or its suitability for the work it may be required to perform.
 13. There are no rights, warranties or conditions expressed or implied, statutory or otherwise, other than those herein contained.

Accepted By (Please print): _____ Date: _____

Signature: _____ Purchase Order #: _____

Signing of this document acknowledges acceptance of this agreement and the attached specification sheet(s), and with the terms, conditions on the reverse side.

Acceptance of this quote shall be binding of SKYWAY CANADA only when supported by an executed SKYWAY CANADA agreement and countersigned by a duly authorized SKYWAY CANADA manager.

SKYWAY CANADA and the Lessee for themselves, their legal representatives, successors and assignees hereby agree to the full performance of the covenants on this agreement.

SKYWAY CANADA Manager

Approved By: _____ Date: _____

Signature: _____