



PORTERFIELD
STUDIOS LTD.

Porterfield Studios Ltd.

General Terms & Conditions of Sale & Service

Updated September 2025

1. Definitions

In these Terms & Conditions ("Terms"):

- **"Porterfield"** means Porterfield Studios Ltd., based in Calgary, Alberta, Canada.
- **"Buyer"** means the purchaser of Porterfield's products or services.
- **"Products"** means any goods, materials, or equipment supplied by Porterfield.
- **"Services"** means any design, fabrication, installation, consulting, or related services provided by Porterfield.

2. Quotations & Pricing

2.1 All quotations are valid for thirty (30) days unless otherwise stated in writing.

2.2 Prices are listed in the currency shown on the quotation and are exclusive of taxes, freight, duties, installation, or training unless otherwise noted.

2.3 Porterfield reserves the right to adjust pricing if work is delayed beyond ninety (90) days from the quotation date due to Buyer's actions or inactions.

3. Payment Terms

3.1 Unless otherwise agreed in writing, a deposit of fifty percent (50%) of the total price is required to confirm an order, with the balance due before delivery, shipping, or completion of Services.

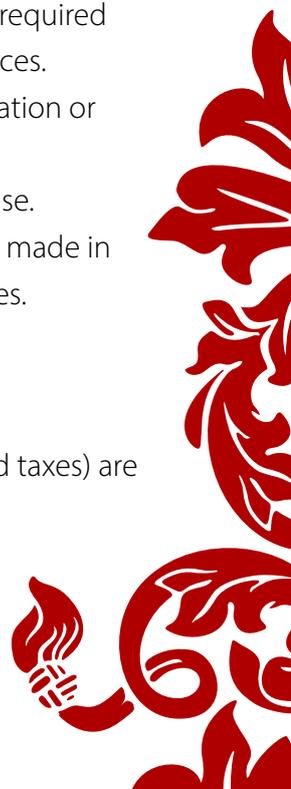
3.2 For larger projects, milestone or progress payments may apply, as outlined in the quotation or invoice.

3.3 All deposits are non-refundable except where Porterfield cancels an order without cause.

3.4 Payments must be made in Canadian Dollars unless otherwise agreed. If payments are made in another currency, the Buyer is responsible for exchange rate differences and processing fees.

4. Delivery, Shipping & Risk of Loss

4.1 Unless otherwise stated, freight arrangements (including crating, insurance, duties, and taxes) are the Buyer's responsibility.





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4.2 Title to Products passes to the Buyer upon full payment. Risk of loss or damage during shipping passes to the Buyer upon pickup from Porterfield's facility unless otherwise stated in writing.

4.3 Buyer is responsible for arranging appropriate equipment (e.g., forklifts) to unload Products at their site, unless otherwise agreed.

5. Services & Scheduling

5.1 Porterfield will use reasonable efforts to meet agreed schedules. However, delivery and completion dates are estimates and may be subject to change due to supply chain issues, weather, labor availability, or other circumstances beyond Porterfield's control.

5.2 Buyer agrees to provide access, site preparation, and cooperation necessary for Porterfield to perform Services. Delays caused by Buyer may result in additional charges.

6. Design Ownership & Intellectual Property

6.1 Unless a specific, itemized design fee is included on the invoice, Porterfield retains all right, title, and interest in and to all designs, concepts, drawings, renderings, artwork, 3D models, digital files, and other creative works ("Designs").

6.2 Where a design fee is charged and paid in full, the Buyer is granted a non-exclusive, non-transferable license to use the Designs solely for the agreed project. Ownership of copyright remains with Porterfield unless expressly transferred in writing.

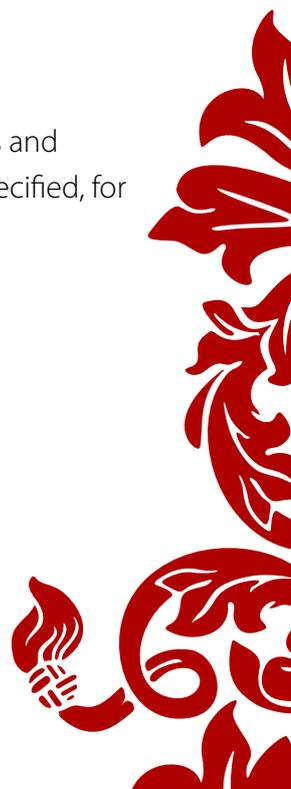
6.3 Porterfield reserves the right to use all Designs and photographs of completed work for portfolio, marketing, and promotional purposes.

7. Warranty

7.1 Porterfield warrants that its Products and Services will be free from defects in materials and workmanship for the warranty period specified in the quotation or invoice, or if none is specified, for ninety (90) days from completion.

7.2 Warranty does not cover:

- Normal wear and tear;
- Damage caused by misuse, improper installation, unauthorized repair, or neglect;
- Damage caused by third parties, accidents, or acts of nature.





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7.3 Buyer is responsible for returning Products to Porterfield for warranty evaluation. If found defective under warranty, Porterfield may, at its option, repair or replace the Product.

7.4 Warranty is void if Products are altered, moved, or relocated without authorization.

8. Limitation of Liability

8.1 To the fullest extent permitted by law, Porterfield shall not be liable for indirect, incidental, or consequential damages, including lost profits, loss of business, or marketing opportunities.

8.2 Porterfield's total liability to the Buyer for any claim shall not exceed the total amount paid by the Buyer under the applicable order.

8.3 Nothing in these Terms limits liability for gross negligence, fraud, or intentional misconduct.

9. Force Majeure

Porterfield shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to strikes, labor disputes, supply shortages, equipment failure, natural disasters, pandemics, or government actions.

10. Dispute Resolution & Governing Law

10.1 These Terms are governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

10.2 Any disputes shall first be addressed through good-faith negotiation. If not resolved, disputes shall be submitted to binding arbitration in Calgary, Alberta, in accordance with the Arbitration Act (Alberta).

11. Acceptance of Terms

11.1 Buyer acknowledges and agrees to these Terms upon placing an order, signing a quotation, or paying a deposit.

11.2 These Terms prevail over any conflicting terms in Buyer's purchase order or other documents unless expressly agreed in writing by Porterfield.

