

SALES TERMS & CONDITIONS

These Sales Terms & Conditions apply to all quotations, estimates, invoices, sales orders, custom fabrication, manufactured products, repairs, services, and deliveries provided by Lewis BBQ Manufacturing Inc. By accepting a quotation, paying a deposit, or placing an order, the Customer agrees to these Terms & Conditions.

1. Quotations

All quotations are valid for thirty (30) days unless otherwise stated. Prices are subject to change until a deposit has been received.

2. Deposits

All deposits are non-refundable. Deposits reserve production time, engineering resources, materials, and manufacturing capacity. Work may begin immediately after receipt of the deposit. If an order is cancelled for any reason, the deposit will be retained by Lewis BBQ Manufacturing Inc. If costs incurred exceed the deposit amount, the Customer agrees to pay the remaining balance.

3. Custom Orders

Every smoker, grill, trailer, fabrication project, and custom-built product is manufactured specifically for the Customer. Once production has started, orders cannot be cancelled or modified without written approval. Any approved changes may result in additional charges and revised completion dates.

4. Pricing

Pricing is based on material, labour, supplier, and freight costs at the time of quotation. Lewis BBQ Manufacturing Inc. reserves the right to adjust pricing on quotations that have not yet received a deposit.

5. Payment Terms

Payment shall be made in accordance with the payment terms set out in the applicable quotation, invoice, or written agreement. If no payment schedule has been specified, the remaining balance is due within seven (7) calendar days of notification that the order is complete. Lewis BBQ Manufacturing Inc. reserves the right to suspend delivery or release of any product until payment has been received in full. Ownership of all goods remains with Lewis BBQ Manufacturing Inc. until payment has been received in full.

6. Storage

Completed products not collected within seven (7) calendar days are subject to storage fees of \$35.00 per calendar day unless otherwise agreed in writing.

7. Unclaimed Products

Products remaining unpaid or unclaimed for more than thirty (30) days after written notice may be resold, disposed of, or otherwise dealt with by Lewis BBQ Manufacturing Inc. Any deficiency remains the responsibility of the Customer.

8. Shipping & Delivery

Unless otherwise agreed, freight charges are additional. Risk of loss transfers to the Customer once the product has been picked up or released to a carrier. Customers must inspect shipments immediately and report freight damage directly to the carrier.

9. Inspection & Acceptance

The Customer is responsible for inspecting products upon pickup or delivery. Acceptance confirms the product was received in satisfactory condition unless damage is documented at delivery.

10. Returns

ALL SALES ARE FINAL. Due to the custom-built nature of our products, Lewis BBQ Manufacturing Inc. does not accept returns, exchanges, or refunds on custom equipment, fabricated products, replacement parts, or installed accessories.

11. Warranty

Lewis BBQ Manufacturing Inc. warrants its workmanship only, subject to the applicable warranty period. This warranty excludes normal wear, paint discoloration, rust, heat checking, misuse, neglect, improper seasoning, improper maintenance, modifications, commercial abuse, and damage occurring after delivery.

12. Limitation of Liability

The maximum liability of Lewis BBQ Manufacturing Inc. shall not exceed the purchase price of the product or service supplied. Under no circumstances shall Lewis BBQ Manufacturing Inc. be liable for indirect, incidental, consequential, special, or lost-profit damages.

13. Force Majeure

Lewis BBQ Manufacturing Inc. shall not be liable for delays caused by events beyond its reasonable control including supplier shortages, steel shortages, transportation delays, border delays, tariffs, labour shortages, natural disasters, pandemics, government actions, or similar events.

14. Governing Law

These Terms & Conditions are governed by the laws of the Province of Alberta and the applicable laws of Canada.

15. Entire Agreement

These Terms & Conditions constitute the entire agreement between the parties unless modified in writing and signed by both parties.

Customer Acknowledgement

By moving head and accepting the quotation, sales order, or invoice, paying a deposit, or accepting delivery, the Customer acknowledges that they have read, understood, and agree to these Sales Terms & Conditions.