

WESTCAN STEEL BUILDINGS

PREFABRICATED METAL BUILDING KITS

CONTRACT

1. Company & Client Information

WESTCAN REPRESENTATIVE

JORDAN & DREW
SALES TEAM
403 999 9486
jordan@westcansteelbuildings.com
2026-01-26

CLIENT / CUSTOMER

RURAL MUNICIPALITY OF BIG ARM #251
-
306 963 7736
rm251@sasktel.net
Imperial Saskatchewan

2. Project Logistics & Goals

Proposed Building Location:

Imperial Saskatchewan

Purpose of Build:

MUNICIPAL SHOP

Preferred Budget (\$):

-

Preferred Time Frame:

-

3. Structural Specifications & Dimensions

CORE DIMENSIONS (ft) - BUILDING 1

Length (L):

100

Width (W):

48

Wall/Eave Height:

20

Total Height (H):

TBD

STRUCTURAL CHOICES - BUILDING 1

Structural Style:

Fabric Covered Steel Trussed

Steel Quonset - S Model

Steel Quonset - E Model

Steel Quonset - M Model

Steel Quonset - A Model

Steel Quonset - Q Model

✓ Rigid Framed Steel

Domed

Interior Support:

✓ Open Span

Posts

Bay Spacing:

20ft

✓ 25ft

Foundation Base:

T Bracket

C Channel

Trough

End Walls:

✓ Included

Engineered Drawings:

✓ Included

4. Foundation, Roof, and Wall Details

FOUNDATION & INTERIOR

Foundation Type:

Screw Piles

Jersey Blocks

✓ Full Foundation

Westcan Supergrids

If Full Foundation, Describe:

HEATED FLOORING BY OTHERS

Mezzanine or 2nd Floor:

Yes

✓ No

If Yes, Details:

-

ROOFING & EXTERIOR

Roof Slope (/ 12):

1

Roof Type:

✓ Standard Screw Down
Standing Seam

Eave Overhang:

Yes

✓ No

Specify Width (ft) or Details

Eaves Troughing/Downspouts:

Included

Wall Type:

✓ Standard Tapered
Upgraded Straight Option

Exterior Finish:

Standard Galvanized
✓ Color (Specify below)

STANDARD COLORS

5. Upgrades & Additional Options

Instructions: Check the box if interested and provide specific location, quantity, or R-Value details.

Access & Light

Windows	Details / Qty
Man Doors	Details / Qty
Skylights	Details / Qty
Garage Doors	Details / Qty
Interior Lighting	Details / Qty
Exterior Lighting	Details / Qty
Venting	Details / Qty
Other (Specify)	Specify Item / Details

Utilities & Insulation

Insulation (Walls)	Preferred R-Value
Insulation (Roof)	Preferred R-Value
HVAC	Details / Location
Plumbing	Details / Location
Electrical	Details / Location
In-Floor Drains	Details / Location
Screw Piles / Footings	Details (If not full foundation)
Fire Protection	Details (e.g., Sprinkler System, Fire Rated Walls)

Section Notes:

TO SUPPLY A RIGID FRAMED STEEL BUILDING WITH OPENINGS FOR 2
EQUIPMENT DOORS, 2 MAN DOORS & 4 WINDOWS: \$142,800.00

TAXES & FREIGHT ARE EXTRA

6. Estimate Summary & Payment Terms

Item Description	Estimated Cost
Building Package (Base)	\$ 142800.00
Selected Upgrades/Add-ons	\$ 0.00
Site Prep/Foundation/Labor	\$ 0.00
Subtotal	\$142,800.00
Applicable Taxes (if any)	\$ 0.00
TOTAL ESTIMATED PROJECT COST	\$142,800.00

Payment Schedule

A ****50% deposit**** of the total estimated cost is required ****10 days** before shipping materials**. The final ****50% balance**** is due ****upon arrival**** of materials at the job site.

50% Deposit Due: \$71,400.00

Contract Clauses (1-25)

Please Review all Clauses (Full text as per original document):

1. **Contract Formation and Payment**

****Binding Agreement & Acceptance:**** The purchase order is not binding until accepted by the Seller (WESTCAN STEEL BUILDINGS) and may be rescinded by the Buyer prior to such acceptance. All concerns and requests are subject to office approval.

****Proposal Validity:**** This proposal is valid for 30 days. After that, pricing may be adjusted due to material cost fluctuations.

****Payment Instructions:**** All payments must be made to WESTCAN STEEL BUILDINGS only. No third-party payments are accepted.

****Deposit, Drawings, and Cancellation:****

The ****50% deposit**** is immediately allocated to proprietary engineering and design services. Engineered drawings will be provided to the Customer ****only** after this deposit has been received******.

Should the Buyer breach, unilaterally rescind, or cancel this contract, the deposit shall be forfeited to the Seller as liquidated damages.

Should the Customer cancel after the 10-day statutory cooling-off period (as per the Alberta Consumer Protection Act), a ****twenty percent (20%) restocking and cancellation fee**** of the Total Estimated Project Cost will be applied against the 50% deposit.

All design documents, including engineered drawings, remain the intellectual property of the Company until the Total Estimated Project Cost is paid in full.

****Price Exclusions:**** The purchase price covers only the sale and supply of the building and does not include installation.

****Scope of Work & Change Orders:****

Any additional components or upgrades not listed in this contract are considered non-binding unless formally added.

All changes must be documented and signed by both parties via a formal Change Order.

****Taxes:**** Any taxes the Seller may be required to pay or collect under existing or future laws of the Province of Alberta, Dominion of Canada, or any other legislative body, upon or with respect to the sale, purchase, delivery, or use of the materials, shall be for the account of the Buyer, who must promptly pay such amount to the Seller upon demand.

****Entire Agreement:**** Upon acceptance by the Seller, this order embodies all oral and written understandings and agreements between the Buyer and the Seller. The Seller is not bound by any conditions, definitions, representations, or warranties other than those expressly set forth herein.

2. ****Shipment and Delivery****

****Shipping Scheduling:**** All orders, unless otherwise agreed upon in writing, are for unrestricted shipment at the Seller's convenience. The Buyer agrees not to issue instructions to delay the manufacture or shipment of material.

****Credit and Separate Shipments:**** Shipments are subject to credit approval by the Seller. The Seller reserves the right to divide this order into separate shipments, each of which will be deemed a separate contract with separate payment due terms.

****Delivery Timeline:**** Estimated delivery dates are subject to change based on supplier availability and logistics.

****Buyer Acceptance of Delivery:**** The Seller is not responsible for the delivery of the goods at any place other than the manufacturer's place of business. The Buyer must receive and accept delivery within 14 days of being notified that the goods are ready for shipment.

****Storage Charges:**** If the goods are not accepted at the manufacturer's location after the 14-day period, the Buyer shall pay the Seller a storage charge equal to 5% of the total purchase price hereunder, per month, to be paid and held monthly.

****Remedy for Non-Acceptance:**** If the Buyer fails to accept delivery within two months from the expiration of the 14-day period, the Seller's sole remedy is to treat the agreement as materially breached and pursue all remedies provided by law for breach of contract.

****Risk of Loss:**** The Seller reserves the right to require satisfactory security for performance before making any shipments. Buyer assumes further shipping responsibility or the Seller may, at its option, cancel unpaid balances or ship unfulfilled/unpaid orders.

****Default Costs:**** If a shipment must be diverted or returned to the Seller due to Buyer default, the Buyer shall pay all demurrage, transportation, and other incurred costs.

****Shortages:**** Seller's responsibility for shortages in the goods shall terminate after ten days have elapsed from the time of delivery to the Buyer. The Seller's liability for shortages shall not exceed the selling price of the said shortages.

****Storage & Handling:**** The Company is not responsible for damage to materials stored on-site prior to installation.

3. ****Seller's Limitations of Liability and Warranty****

****Force Majeure & Delays Beyond Control:**** The Seller shall not be responsible for delays in deliveries due to events beyond its control, including but not limited to fires, strikes, lockouts, material shortages or other labor troubles, floods, wars, shortages, embargoes, transportation delays, accidents at Mill, Government regulations, labor shortages, transportation issues, or material unavailability.

****Warranty:**** The Seller warrants that its goods are as described on the face of the order and are free from defects in material or workmanship.

****Warranty Conditions & Scope:**** All warranties are ****void if the full balance is not paid****. Warranties cover structural components only; accessories and finishes may have separate terms.

****Waiver of Implied Warranties:**** THE SELLER HEREBY DISCLAIMS, AND THE BUYER HEREBY WAIVES, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE ABOVE EXPRESS OBLIGATION.

****Sole Remedy for Defect:**** The Seller's sole obligation for defective goods is to replace them or credit the Buyer for the price.

****Limitation of Liability:****

The Company's liability for any and all claims arising out of or related to this contract is limited to the ****Total Estimated Project Cost****.

The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages (including, but not limited to, loss of use, loss of profit, or damage to other property) arising from the execution or termination of this contract.

****Building Dimensions and Thicknesses:**** The advertised or stated building size is approximate. The Seller's declaration of metal thicknesses are permissible variations intended to identify general metal thickness designations by steel producers.

****Consequential Damages from Natural Events:**** The Seller shall not be responsible or liable for any direct damage to the goods, or consequential damage,

caused or inflicted in any way by any acts of God, including, but not limited to, hurricanes, tempests, winds, lightning, snow-loading and wind-loading.

4. ****Buyer's Responsibilities and Indemnity****

****Compliance During Dispute:**** Any dispute regarding the quality, condition, or workmanship of the goods shall not entitle the Buyer to delay delivery. In case of dispute, the Buyer shall take delivery, pay for the goods, and then make a claim under the Seller's warranty.

****Customer Responsibilities, Erection and Site Responsibility:****

The Buyer assumes all responsibility and full control of the building site location and the proper storage of materials thereon.

The Customer must ensure the site is accessible and prepared for delivery and installation.

The Buyer is responsible for following and complying with the specifications and plans outlined in the manufacturer's erection manual.

The Seller shall have no responsibility or liability whatsoever for the erection of the building or for the selection of, or contracting directly or indirectly with, the erector.

****Site Conditions & Foundation Scope:****

The Company is not responsible for hidden site conditions such as unstable soil, underground obstructions, or water damage.

Foundation work includes only what is specified; excavation, grading, or engineering services are excluded unless stated.

****Permits & Approvals:**** The Customer is responsible for obtaining all necessary permits unless otherwise agreed in writing.

****Maintenance Responsibility:**** It is the Buyer's responsibility to properly maintain the building once erected to ensure no damage is caused by:

The accumulation of snow or ice on the top or under sides of the structure.

Improper storage within the building of any type of bulk storage.

****Indemnification for Maintenance:**** The Buyer agrees to release Seller and hold the Seller harmless from all damages, expenses, liabilities, and claims of every kind and nature arising out of the Buyer's failure to properly maintain the building.

****Indemnification for Buyer Actions:**** The Buyer agrees to fully and completely indemnify and defend the Seller against any and all loss, cost, or expense sustained by the Buyer as a result of the Buyer:

Changing the building use.

Not following the erection manual.

Erecting the building in building exposure conditions other than as indicated.

Not obtaining the required building permits.

Failing to have the building plans approved by the building department.

Relying on any claim made by the Buyer against the Seller in any proceeding.

****General Indemnification:**** The Customer shall indemnify and hold harmless the Company, its agents, and its employees from and against any third-party claims, liabilities, losses, or expenses (including reasonable legal fees) arising from the Customer's occupancy, use, or maintenance of the completed structure, or from any negligent act or omission by the Customer or their agents during the project.

****Installation Risks & Accessory Limitations:**** The Company is not liable for incidental damage during installation of steel components, windows, doors, insulation, or foundation elements etc. Installation of accessories (e.g., skylights, vents, roll-up doors) is limited to those explicitly listed in the contract.

****Insurance:**** The Customer is advised to maintain property insurance during the project.

5. ****Contract Closeout and Governing Law****

****Substantial Completion and Acceptance:**** The Work will be deemed "Substantially Complete" when the building is ready for its intended use, notwithstanding minor outstanding deficiencies. The Customer must provide written notice of any deficiencies to the Company within ****seven (7) calendar days**** of the date of Substantial Completion, or the work and materials will be deemed fully accepted.

****Termination Clause:**** The Company reserves the right to terminate the contract if payment terms or site conditions are violated.

****Dispute Resolution:**** Unresolved disputes will be settled through ****binding arbitration****. Interest of 1.72% per month applies to unpaid balances.

****Governing Law and Venue:**** This contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the Courts of Calgary, Alberta, for the resolution of any disputes.

7. Agreement & Authorization (Signatures)

By signing below, the Client agrees to the entire contents of this Checklist, including the Contract Clauses (1-25) and the 50% Deposit payment terms, authorizing engineering and procurement to commence.

WESTCAN Rep Signature

Print Name

Date Signed: 2026-01-26

Client Signature

Print Name

Date Signed: 2026-01-26