

## Terms and Conditions

### ACCEPTANCE OF CONTRACT TERMS

1. Your Order of Services constitutes a legal contract between you and SUMMIT ELECTRIC INC. o/a BRAGG CREEK PROPERTY SERVICES ("BCPS").
2. Your contract consists of your Quotation, Service Description ("Service"), and these General Terms and Conditions (collectively, the "Agreement").
3. To place an order ("Order") for the services ("Services") listed in the applicable Maintenance Service Quotation ("Quotation") you must sign and return to BCPS the Quotation.
4. By signing and returning the Quotation you acknowledge that you have read, understood, accepted, and agree to be bound by these terms and conditions.
5. Upon BCPS's receipt of your signed Quotation, these terms and conditions apply to, and will govern your purchase and the performance of the Services as listed in the applicable Quotation.

### YOUR OBLIGATIONS

6. You will provide, on request, any information that BCPS reasonably requires to enable BCPS to provide the Services.
7. Where access to your property is required, you will allow BCPS to gain access to your property at the agreed dates and times when BCPS will perform the Services. If keys are provided, they must open and close all locks without any special effort. If the property is protected by an alarm, you must provide full details of how to disable and reset it.

### SERVICE GUARANTEE:

8. The Services carried out by BCPS are guaranteed against faulty workmanship under normal usage for a period of three months from the date upon which the Services were completed.
9. Please contact BCPS either by phone or email to report a problem with the as soon as possible if there is an issue with the Services. Give as many details as possible regarding the issue, including pictures, where necessary.
10. You agree to allow BCPS a reasonable opportunity to investigate the problem and, if BCPS was at fault, arrange to correct the problem.
11. Except as provided herein, BCPS disclaims all warranties, whether written, oral, statutory, express or implied.

### LIMITATION OF LIABILITY

12. BCPS shall not be held liable for unavoidable damage caused, or any unforeseeable loss the customer or any other party may suffer, as a result of the Services carried out, nor shall BCPS be liable for any loss of any nature which is not caused by BCPS's negligence or breach of the terms and agreement between the parties.
13. Except as expressly provided herein, BCPS will not be liable for incidental, indirect, punitive, special, exemplary or consequential damages, expenses, cost, profits, lost savings or earnings, or other liability arising out of or related to the provision of the Services. You agree that for any liability related to the purchase of Services, BCPS is not liable or responsible for any amount of damages above the amounts you paid for the applicable Services. For the avoidance of doubt, BCPS's entire liability for any claim arising from Services shall not exceed, as applicable, the fees paid for the Services.
14. For the avoidance of doubt, BCPS shall have no responsibility or liability in relation to the following:
  - 14.1. pre-existing wear and tear, damage, defects or faults in your property, its contents or belongings;
  - 14.2. Disruption to the Services or damage to the property or belongings caused by third parties who are present on site during the performance of the Services; and
  - 14.3. Damage to the property, its contents or your belongings caused by faulty products, materials or equipment provided by you and used by BCPS in the performance of the Services.

### FORCE MAJEURE

15. BCPS is not liable for any damage or penalty for delay in delivery of the Services or for the failure to give notice of delay when such delay is due to unusually severe conditions, acts of god, act of civil or military authority, war, riots, concerted labour action, or any other causes which could not have been anticipated and are beyond the reasonable control of a party. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

### PAYMENT TERMS

16. Services are invoiced monthly, quarterly, semi-annually, or annually, as designated in your Quotation. Unless otherwise specified in your Quotation, payment is due 30 days after the date of invoice.

### TERM OF CONTRACT

17. BCPS may terminate the agreement or cancel (in whole or in part) any Services at any time upon thirty (30) days prior written notice. With respect to any individual canceled Service(s) purchased but not performed

as of the effective date of such termination or cancellation, BCPS, at its sole discretion, may either deliver the individual Service(s) for the remainder of the contract term or issue a refund of the fees paid for the applicable canceled Service(s).

**GENERAL**

- 18. Any schedules and other documents attached to these Terms and Conditions form an integral part of this Agreement and are incorporated herein by reference.
- 19. The division of these Terms and Conditions into Articles, sections, subsections, paragraphs, and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 20. Words importing the singular number include the plural and *vice versa*; words importing the masculine gender include the feminine and neuter genders.
- 21. All dollar amounts referred to in these Terms and Conditions are in lawful money of Canada.
- 22. These Terms and Conditions, the Quote, and the Services description, including any schedule thereto, constitute the entire agreement between the parties and, except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective parties and supersedes and replaces all prior agreement written or oral. There are no oral representations or warranties among the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.
- 23. Neither party may assign any of its rights under this agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other party.
- 24. Any provision of these Terms and Conditions that is, or is rendered, or found to be invalid or unenforceable, may be severed from these Terms and Conditions and such severance shall not affect the validity or enforceability of the remaining Terms and Conditions.
- 25. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and in the event of any dispute between the Parties the courts of the Province of Alberta shall have the exclusive jurisdiction to deal with such disputes or any other matters relating to this Agreement.
- 26. Any notice required or permitted to be given, shall be in writing and shall be effectively given if delivered in the same fashion as the Quote and Service description were delivered.

I, \_\_\_\_\_ acknowledge that I have read the above terms and conditions and agree to the same on the \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature