

Standard Terms and Conditions - Update December 11, 2023 OSPREY ELECTRIC LTD STANDARD TERMS AND CONDITIONS

DEFINITIONS:

1. Osprey Electric LTD. is hereafter referred to as the "Electrical Contractor".
2. The agreement for electrical services between the client (the "Client") and the Electrical Contractor is hereafter referred to as the "Contract".
3. Headings are included for convenience and organizational purposes only. They do not constitute a part of the agreement and shall not be used to limit, modify, or construe the scope or intent of any provision.

STANDARD EXCLUSIONS:

4. The Client will be responsible for the following expenses unless otherwise agreed to in the Contract:
 - a) Utility Fees.
 - b) Temporary power, lighting, and internet services.
 - c) Cleaning of the worksite.
 - d) Replacement of materials stolen or damaged offsite by third parties.

GENERAL CONDITIONS:

5. The Contract may be withdrawn by the Electrical Contractor if not accepted within 10 days.
6. The Electrical Contractor will not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
7. Equipment and materials supplied by the Electrical Contractor are warranted only to the extent that the same are warranted by the manufacturer unless included in the Contract.
8. The Electrical Contractor and the Client will not be held liable for damage or additional costs attributable to a Force Majeure event. This is including but not limited to natural disasters, World Health Organization (WHO) declared pandemics, strikes, lockouts, civil demonstrations, military actions, or any other cause beyond the reasonable control of the Parties. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions will be null and void.
9. General trades-related work, including but not limited to Mechanical, Sheet Metal, Carpentry, Drywall, Patching and painting etc.
10. Latent Conditions.

WORK SCHEDULE:

11. The Electrical Contractor and the Client may agree to a timeline for the Contract (the "Work Schedule").
12. If there is no Work Schedule, the Electrical Contractor may create the Work Schedule at their discretion.
13. The Electrical Contractor may charge additional costs if the Work Schedule changes through no fault of the Electrical Contractor by providing written notice to the Client.
14. The Electrical Contractor will work during normal business hours, Mon-Fri 0730-1600, excluding legal holidays (the "Working Hours").
15. The Electrical Contractor and the Client may agree in writing to perform work outside the Working Hours.

CHANGE ORDERS:

16. The Electrical Contractor may charge additional costs at their discretion if additional work is required beyond what is agreed to in the Contract (the "Additional Work").

17. If the Client determines that the Additional Work is required the Client will provide written notice to the Electrical Contractor that includes the scope of the Additional Work. The Client may provide verbal notice instead if the Additional Work will cost less than \$2,500.00

18. If the Electrical Contractor determines that the Additional Work is required they will provide written notice to the Client that includes the scope of the Additional Work prior to completing the Additional work. The Electrical Contractor may provide verbal notice instead if the Additional Work will cost less than \$2500.00

ASSIGNMENT BY THE CLIENT:

19. The Client will not assign the Contract without the written consent of the Electrical Contractor.

PAYMENT TERMS:

20. The Electrical Contractor will invoice the Client for completed portions of the Contract (the "Invoices").

21. The Client will fully pay the Invoices within 14 days of the date of receipt (the "Payments").

22. If the Payments are not made, the Client will be liable for all costs of collection including all legal costs and disbursements on a solicitor and own client basis associated with the Client's default.

23. Outstanding amounts are subject an annual interest rate of 24% (2% per month).

24. Invoices are subject to applicable taxes.

25. The Electrical Contractor will not accept credit card payments over \$5,000.00 without prior approval.

MATERIALS:

26. The Electrical Contractor may adjust the price of materials if the market price changes by at least 5 percent between the date of tender, date of contract, and/or the date of installation by providing written notice to the Client.

WARRANTY:

27. The Electrical Contractor will provide a one year warranty on all electrical equipment installed by the Electrical Contractor or its subtrades (the "Warranty").

28. The Warranty's one year period begins upon energization of equipment.

29. The Electrical Contractor will perform work pursuant to the Warranty only during the Working Hours (the "Warranty Work").

30. If the Warranty Work is performed off Vancouver Island the Electrical Contractor will charge for travel at their discretion (the "Travel Costs").

31. The Client will pay the Travel Costs before the Warranty Work is performed.

32. If Warranty Work is performed on Vancouver Island, it is subject to an \$85.00 fee at the discretion of the Electrical Contractor.

33. The Warranty Work will not be performed on an emergency basis (the "Emergency Work").

34. If the Client requires the Emergency Work they may contact the Electrical Contractor's after-hours service department.

35. The Electrical Contractor will perform and charge for the Emergency Work at their discretion.

36. The Electrical Contractor may provide Remote Login Emergency Assistance at their discretion, if the Client's system is capable of being monitored and controlled remotely (the "Assistance").

37. If the Assistance is not available for the Client's system, the Electrical Contractor will provide service at their discretion.

CLIENT'S RESPONSIBILITY:

38. The Client will not hold Electrical Contractor liable for third-party claims for personal injury, death or property damage.

39. The Client will not hold the Electrical Contractor liable for loss of use of Customer's property, lost profits, or production.

40. The Client will not hold the Electrical Contractor liable for any damages arising from the Client's failure to maintain their systems or circumstances beyond the control of the Electrical Contractor.

41. The Client will hold all necessary insurance policies in relation to the job site.

DISPUTE RESOLUTION:

42. The Electrical Contractor may rely on the Builders Lien Act, S.B.C. 1997, c. 45.

43. The Client is liable to indemnify the Electrical Contractor for all legal costs and disbursements on a solicitor and own client basis associated with the Client's default.

SIGNED CONTRACT:

44. The Contract is binding on both parties whether it is signed electronically or on paper.

45. The Contract is strictly reserved to the Client and may contain privileged or confidential information.

46. All reproduction, distribution, or disclosure of this document is strictly prohibited. If you received this document by error, please contact us immediately and return the original to the address mentioned in title.