

SERVICE TERMS AND CONDITIONS

THESE SERVICE TERMS AND CONDITIONS (Terms & Conditions”) are delivered by RAYMOND ELECTRICAL SOLUTIONS LTD., a company incorporated and subsisting pursuant to the laws of British Columbia with its registered and records of 11949 220th Street, Maple Ridge, BC V2X 5R3 (“Contractor”), to the party to whom the Quote is directed (“Client”), on the date of the Quote to which these Terms & Conditions are attached, which Quote and these Terms & Conditions together are the contractual basis of the interaction between the Parties (“Agreement”).

WHEREAS the Contractor is an electric, electrical and related goods and services contractor, and the Client wishes to engage the Contractor as an independent contractor to provide certain goods and services set out in the Quote, which the Contractor will deliver strictly in adherence to these Terms & Conditions.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration the sufficiency of which is hereby confirmed, the parties hereto agree as follows:

1 - Confirmation and Incorporation - The recitals are incorporated as part of the Agreement between the parties and form an integral part thereof. The Client acknowledges and represents that the Service Terms and Conditions form part of the Quote and further acknowledges that the Contractor is relying on the Client’s acceptance of these Terms & Conditions at the same time as the Client accepts the Quote, the one not being devisable for the other. The Client acknowledges and warrants that the acceptance of the Quote, or any payment made by the Client to the Contractor, will be sufficient proof that the Client has read and accepted these Terms & Conditions.

2 - Quote – The Contractor’s Quote is proprietary to it and provided by the Contractor in confidence and in trust, and submitted confidentially for the sole purpose of evaluating the Contractor’s price for a project . Any breakout pricing is provided for budget determinations only. The Quote is offered for acceptance only for the full quoted amount. Removed items, at the Contractor’s discretion, requires a new Quote.

3 - Performance and Warrantees - The Contractor represents, warrants and covenants that: (a) goods will be produced, delivered and services will be performed in a timely, competent and professional manner in accordance with the standards and practices commonly expected of qualified and experienced providers of similar goods and services. (b) goods will be produced, delivered and services will be performed in compliance with all applicable laws, rules, ordinances and regulations that are now applicable to the Contractor, goods or services, whether federal, provincial, local or otherwise. (c) the Contractor will produce the goods and deliver services in a faithful manner to the best of the Contractor’s ability.

4 - Appointment, Term and Obligations – The Client hereby appoints the Contractor to produce and deliver goods, and provide services for the term set out in the Quote, if any, in lieu of which the term will be a period usually associated with the production and delivery of goods and/or services, which period will always be reasonable (“Term”). Commencing on the date that the Quote is accepted (“Effective Date”), the Contractor will deliver product and/or services as set out in the Quote (“Services”).

5 - Contractor’s Acceptance – On acceptance by the Client of the Contractor’s Quote, it is a condition precedent that that the Contractor has the right to insist on approving the Client’s credit and insist on a deposit before mobilisation.

6 - Client’s Obligations – From the Effective Date, and until the Contractor has finalized the Services, notwithstanding the fact that the end date may have passed, the Client agrees to make available and provide unfettered access to the Contractor, its employees, agents, equipment and vehicles necessary to provide the Services. The Client must pay the Contractor the agreed amounts on the agreed dates. If not specifically agreed otherwise in writing, the Client is liable for payment of any third-party costs incurred by the Contractor.

7 - Payment - The Client is required to apply for, and if approved, open a credit account with the Contractor with a strictly thirty (30) day payment term limit, alternatively pay the full Quoted amount to the Contractor before mobilization.

8 - Late payment and Interest - Payment to the Contractor is due and payable on delivery of the Contractor’s invoice (“Invoice Date”). Payment not received within 30 (thirty) days of the End Date will bear interest at 3% (three percent) per month, and a monthly service charge as determined by the Contractor from time to time. If

Payment is not received within 30 (thirty) days of the End Date, the Contractor may lien the Property on which the Services were delivered.

9 - Right to Lien - When the Client is in default with any payment, the parties agree that the Contractor has the right to lien the property where the Services was delivered. If the details of the property is not known, the Client will deliver the full property details to the Contractor, in lieu of which the Client agrees that the Contractor will have the right to lien the Client's business and or personal property as security for payment. The Parties further agree that the Client will be liable for all costs related to the filing and removal of the lien on a solicitor and own client basis; to be clear, the Client will pay all the Contractors legal costs.

10 - Insurance - The Client confirms that it does, and will at all times when the Contractor is present on the property have and maintain Commercial General Liability insurance with limits of at least \$2,000,000 for each occurrence. The Commercial General Liability insurance must also include bodily injury, property damage and personal injury liability, contractual liability, and employers' liability. The Contractor, although it may have its own insurance, is not contractually obliged to acquire or maintain any similar insurance.

11 - Termination - Either party may terminate this Agreement at any time by giving seven (7) day's written notice ("Termination Notice") to the other, which notice is required to reflect a valid reason to terminate the Agreement. However, should the Client terminate this Agreement after the Effective Date, the Client must pay for all Services delivered and goods produced, whether delivered or not) up and until the Contractor has confirmed receipt of the Termination Notice. On termination a penalty equal to half of the Contract Price, is payable to the Contractor as predetermined liquid damages.

12 - Suspension of the Agreement - If the Contractor, its directors, officers, employees, agents, independent contractors, representatives and/or shareholders are subject or exposed to threats, bullying, abuse, substance abuse (alcohol or drug related), or any other issue caused by any other person(s) ("Issue") that may have an effect on them or the on the Services, the Contractor will suspend its Services and give notice to the Client to resolve the Issue ("Suspension"). Further, if any so called *Acts of God*, and force majeure events (in its widest possible sense), or any other event takes place that the Contractor cannot control i.e., Governmental orders or decrees, infectious or other diseases, etc. ("Event"), the Contractor, its directors, officers, employees, agents, independent contractors, representatives and/or shareholders are not obliged to resume the Services before the Issue is resolved to their satisfaction, including the removal of the offending person being removed and/or banned from the property, or the Event has passed to the extent that the Contractor is willing to resume its Services. The Contractor will not bear any cost related to delays or damages caused by the Suspension of the Services, nor will such Suspension affect the validity and binding effect of the Agreement. Except if otherwise agreed by the parties in writing, the date of the resumption of the Services will be counted as the same day on which the Services were suspended.

13 - Circumvention - During the Term of this Agreement, and for a period of two (2) years thereafter, the Client may under no circumstances and at no stage circumvent this Agreement, the Contractor's rights, and its relationships its employees, craftsmen, labourers, agents, sub-trades and any other person employed or utilized by the Contractor for the Work, by offering work to them directly or entering into any agreement with them, except through the Contractor.

14 - Ownership and Right to Remove - Ownership of any goods related to the Service remains with the Contractor until the Contract Price has been paid in full. The Contractor retains the absolute right to remove any and all product(s) delivered and/or installed as part of its Services, to remove same from the place of installation, and to store same else ware until the Contract Price has been settled in full. The Client will be liable for any damages caused by the removal of such product, and the cost of remedying such damages, and the cost of reinstallation of such removed product. Under the aforementioned circumstances, the Client relinquishes (a) any claim that it may have against the Contractor, and (b) ownership, if any, of the product.

15 - Cost Increases and Delays in Delivery - Material cost increases due to tariffs imposed by any government agencies or other entities, or delays, which cannot be reasonably avoided by alternate material sourcing, will be passed along to the Client, for which the Client will be required to execute a change request.

16 - Indemnity - On completion of the Services the Client will inspect same and has the opportunity to bring any defects and/or complaints to the Contractor's attention before the Contractor leaves the premises, but no later than

7 (seven) days thereafter, to remedy the averred defect or complaint; where after the Client confirms that the Services, specifically those reflected in the Quote will have been delivered to the Client's satisfaction. Services not delivered are deemed not delivered on the Client's specific request and instruction, which arrangement the Client hereby confirms. In relation to the Services the Client, and if the Client is a corporation, its directors and shareholders hereby, in favour of the Contractor, hereby release, disclaim and waive any and all claims and rights that the Client may have, have had or may hereafter acquire with respect to the Services, or anything resulting from the delivery of the Services. Further to the above, the Client shall indemnify and keep indemnified the Contractor, its successors and assigns and hold is harmless from and against any liabilities for losses, damages, costs, charges and expenses of whatever kind or nature, including legal fees and disbursements, and against any liabilities, losses, damages, costs, charges, and expenses, including legal fees and disbursements the Client may incur in connection with any Services and or one or more of the events or circumstances, as well as any other relating to the delivery of the Services.

17 - Waiver & Release - The Client hereby agrees to waive any and all claims that it has or may have in the future against the Contractor and its directors, officers, employees, agents, independent contractors, representatives, shareholders, successors and assigns (each of which is included in any reference in this Agreement to the Contractor) and to release the Contractor from any and all liability for any loss, damage, expense or injury including death that the Client may suffer as a result of the Contractor delivering the Services, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed on the part of the Contractor, and including the failure on the part of the Contractor to take reasonable steps to safeguard or protect the Client and third parties from the risks, dangers and hazards related to delivering the Services. The Client agrees that it will not make or proceed with any claim or take or proceed with any proceedings against the Contractor or any other person associated to the Contractor in any manner, by itself or in conjunction with any other person or legal entity, in support of them or to assist them in any manner, who might claim contribution or indemnity, or any other remedy whatsoever from the Contractor.

18 - Guarantor(s) – The act of accepting the Quote binds the directors of the company as personal guarantors and sureties to this Agreement for the full Contract price, as well as any damages the Contractor is entitled to, or costs which the Contractor incurred.

19 - Set-off – The Client has no right to set-off any amounts against payments due to the Contractor or back charge the Contractor without its written prior obtained consent.

20 - Guarantees – The Contractor's Goods and Services are guaranteed for one (1) year. Any further guarantees are those of the goods supplier hand have to be address with these suppliers directly. The Contractor guarantee is limited to the wording supplied herein and specifically EXCLUDES any right to any form of statutory guarantee, implied, deemed or otherwise, in relation to the Sale of Goods Act, R.S.B.C. 1996, c. 410. In this regard, other than what is contained in this document, there is no implied warrantee, either to the fitness of the goods for the purpose, or the condition or merchantability of the goods.

21 - General

21.1 In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or modify the provisions hereof, (b) the word "including", when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as "without limitation" or "but not limited to") and the word "or", when connecting two or more matters, will not imply an exclusive relationship between the matters, and (c) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa.

21.2 If any provision of this Agreement is found by a court of competent jurisdiction to be wholly or partially void or unenforceable for any reason, such void or unenforceable provision or part thereof will be severed from this Agreement without in any way invalidating or impairing the other provisions of this Agreement, which will remain in full force and effect.

- 21.3 The provisions of this Agreement relating to obligations of confidentiality, waivers., releases and indemnity and all other provisions of this Agreement that are by their nature intended to survive the expiration or termination of this Agreement, will survive any such expiration or termination.
- 21.4 This Agreement or any right, interest, duty or obligation of Contractor hereunder may be assigned, transferred or delegated by Contractor without the consent of the Client.
- 21.5 This Agreement will be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia. The parties submit to the exclusive jurisdiction of British Columbia courts for any dispute arising out of or in relation to this Agreement.
- 21.6 No failure or delay on the part of party in exercising any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy preclude any other further exercise thereof or the exercise of any further right, power or remedy.
- 21.7 Any demand, notice or other communication required or permitted to be given under or in connection with this Agreement must be given in writing and will be given by personal delivery (including by courier) at the address for each party or to such other address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery (including courier) will be conclusively deemed to have been given on the day of actual delivery thereof.
- 21.8 The Quote and these Terms & Conditions, which for clarity includes all schedules hereto, constitute the entire Agreement between the parties and cancels and supersedes any prior understandings, negotiations and agreements between the parties with respect to the subject matter of the Quote. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, written, oral, implied or statutory, between the parties other than as expressly set forth in the Quote.
- 21.9 The Quote and/or this Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. A party may use facsimile or electronic transmission to deliver a copy of the Quote and the Terms & Conditions executed in counterpart to the other party.