

## Terms & Conditions of Service & Sale

### 1.0 DEFINITIONS

This Agreement is between Kennedy Electric Ltd., its employees, affiliates and representatives (“Contractor”) and [You] (“Customer”) which includes Customer’s principals, employees, affiliates, and representatives. Customer agrees that it has the legal authority to enter into this Agreement on behalf of its employer, company, or organization.

### 2.0 GENERAL LIABILITY & RELEASES

2.1 All electrical installations will be performed in compliance with Federal, Provincial, and Municipal guidelines and regulations.

2.2 If the Company discovers a need for additional time or materials once the work has commenced, they will seek written or verbal approval prior to continuing work.

2.3 Customer is responsible for providing unmitigated access to the work area. This includes moving any furnishings, wall-hangings, or other items which could prevent the Contractor from carrying out the listed services.

2.4 All areas of installation will be left in the condition found unless otherwise stated in writing by the Contractor.

### 3.0 RISK & TITLE OF GOODS AND PROPERTY

3.1 All applicable goods and products installed will become property of the customer on date of installation.

3.2 All goods not paid in full or remaining with customer will be property of the service provider until payment has been made or delivery has ensued.

3.3 Customer is responsible for all insurance of dwellings and service location for entire time of work.

### 4.0 WARRANTY

4.1 The Company has, to the best of their knowledge, provided installation and quality parts for overall best quality of product. All parts and service will be warranted for a 12-month period after installation for any technical defects.

### 5.0 ACCEPTANCE OF TERMS

By accepting this document, you agree to our Terms & Conditions. A copy of the Terms & Conditions can be found on our website.

5.1 The Customer may not assign or transfer this Agreement or any of the rights granted hereunder. This Agreement is binding and inures to the benefit of Customer and Contractor, as well as their respective principals, employees, representatives, and successors. Customers and its principals, and employees are jointly and severally liable for the performance of all payments and other obligations hereunder.

5.2 No amendment or waiver of any items is binding unless outlined in writing and signed by the parties. E-mail and electronic signatures will be considered legal and binding. However, the invoice may reflect, and Customer is bound by, Customer's oral authorizations for any additional completed work, fees, and expenses, that could not be confirmed in writing due to the immediate proximity of completing the contract.

5.3 This Agreement will be deemed to be a contract made under the laws of Canada and the Province of British Columbia, and for all purposes will be interpreted in its entirety in accordance with these laws. Customer specifically and irrevocably confers personal jurisdiction over it by the courts of the district of Vancouver, British Columbia, Canada. Customer will pay all arbitration and court costs, reasonable legal fees, expenses, and legal interest, on any award or judgment in favour of Contractor.

5.4 If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

5.5 By accepting the Contractor's services, either by approving work to be complete or paying an invoice, Customer understands and accepts all terms and conditions outlined in this electrical services agreement.

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