

Terms and Conditions of Sale of Services

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them:

- "**Agreement**" refers to these Terms and Conditions of Sale of Services.
- "**Company**" refers to Integral Maintenance Systems Ltd., the provider of the mechanic services.
- "**Client**" refers to the third-party individual or entity engaging the services of the Company.
- "**Services**" refers to the mechanic services, including but not limited to maintenance, repair, diagnostics, and any related services, provided by the Company to the Client.
- "**Service Order**" refers to the specific document or agreement outlining the details of the services to be provided, including scope, pricing, and timelines.
- "**Vehicle**" refers to any vehicle or fleet of vehicles owned, leased, or operated by the Client and subject to the services provided by the Company.
- "**Confidential Information**"** refers to any non-public, proprietary information disclosed by one party to the other during the course of this Agreement, including but not limited to business plans, financial information, customer data, or technical specifications.
- "**Warranty**" refers to the assurance provided by the Company that the services performed will meet certain quality and performance standards.

2. Agreement Overview

These Terms and Conditions ("Agreement") govern the sale of mechanic services provided by Integral Maintenance Systems Ltd. ("Company") to the third-party client ("Client"). By engaging in services with the Company, the Client agrees to the terms outlined herein.

3. Scope of Services

The Company agrees to provide the Client with mechanic services, including but not limited to, maintenance, repair, diagnostics, and related services for the Client's fleet of vehicles. The specific services to be provided will be detailed in individual service orders agreed upon by both parties.

4. Service Orders

Each service provided by the Company will be outlined in a service order, which will include a description of the services, estimated completion time, and pricing. The service order must be approved by the Client before any work commences.

5. Pricing and Payment Terms

a. Pricing: All services will be charged according to the rates specified in the service order. Prices are exclusive of any applicable taxes unless otherwise stated.



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INTEGRAL
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b. Payment Terms: Payment is due within 30 days of the invoice date unless otherwise agreed in writing. Late payments will incur interest at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less.

c. Deposit: The Company may require a deposit before beginning work. The deposit amount will be specified in the service order.

6. Cancellation and Rescheduling

a. Cancellation: The Client may cancel a service order by providing written notice at least 24 hours before the scheduled service. Cancellations made less than 24 hours in advance may be subject to a cancellation fee.

b. Rescheduling: The Client may reschedule services with at least 24 hours' notice, subject to the Company's availability.

7. Warranty and Liability

a. Warranty: The Company warrants that all services will be performed with reasonable care and skill. Any parts provided by the Company will be subject to the manufacturer's warranty.

b. Exclusions: The Company is not responsible for any pre-existing conditions of the vehicles, damage caused by misuse, neglect, or unauthorized repairs, or any issues arising after the service that were not caused by the Company's work.

c. Liability: The Company's liability for any claims arising out of the services provided shall not exceed the total amount paid by the Client for the specific service. The Company shall not be liable for any indirect, incidental, or consequential damages.

8. Client Responsibilities

a. Vehicle Access: The Client shall provide the Company with access to the vehicles at the agreed-upon time and location for the performance of services.

b. Information: The Client must provide accurate and complete information about the vehicles and the issues to be addressed. Failure to do so may result in delays or additional costs.

9. Confidentiality

Both parties agree to keep any confidential information received during the course of their engagement private and not disclose it to any third parties without prior written consent.

10. Termination

Either party may terminate this Agreement with 30 days' written notice. Upon termination, the Client will be responsible for payment of any services rendered up to the termination date.



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11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta, Canada. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Alberta.

12. Amendments

The Company reserves the right to amend these Terms and Conditions at any time. Any changes will be communicated to the Client in writing and will apply to future service orders.

13. Entire Agreement

This Agreement, along with any service orders, constitutes the entire agreement between the Company and the Client with respect to the services provided. It supersedes all prior agreements, understandings, and negotiations, whether written or oral.

By engaging the services of Integral Maintenance Systems Ltd., the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.



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