

This Service Agreement Dated this day the _____ of _____ 20____

Between

Uni-Jet Industrial Pipe Ltd (“Uni-Jet”)

50 Omands Creek Blvd, Winnipeg

R2R 1V7 MB

And

_____ (“The Customer”)

Collectively as parties and in relation to the following details and this service agreement.

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged on the following terms:

General Terms

1. This Agreement may be executed in counterparts. Facsimile and electronic signatures are binding and are considered to be original signatures.
2. Time is of the essence in this Agreement.
3. This Agreement will extend to and be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
4. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

“Innovation, Experience, Equipment”

The Uni-Jet Difference

5. Both Parties assume the essence of this Agreement is on collaboration and teamwork, where all Parties will work as a collective to resolve any issues or difficulties for the project as a whole and for quality performance to the end Client.
6. Schedule 1 Pricing and Schedule 2 Terms and Conditions if such exist are attached to this agreement are subject to the general terms and conditions of this agreement.

Insurance

7. The customer shall supply a certificate of insurance with the following conditions if requested:
The Customer and Uni-Jet shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with Uni-Industrial Pipe Ltd added as an additional insured if applicable.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the customer directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or [occurrence](#).
 - (c) Deductibles shall be borne by the customer.
 - (d) The customer shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Uni-Jet Industrial Pipe Services Ltd.

Remedies

8. On the occurrence of an Event of Payment Default (as detailed in schedule 1 & 2 of this agreement), Uni-Jet will be entitled to pursue any one or more of the following remedies (the "Remedies"):
 - a. Declare the entire amount in CAD Dollars of the onsite services completed for the Term immediately due and payable without notice or demand to Uni-Jet Industrial Pipe Ltd.
 - b. Commence legal proceedings to recover the outstanding balance and other obligations accrued before and after the Event of Default.
 - c. Abandon onsite work and hold back deliverables.
 - d. Terminate this Agreement immediately upon written notice to the prime contractor.
 - e. Pursue any other remedy available in law or equity.

Entire Agreement

9. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

10. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to Uni-Jet industrial Pipe Ltd, 50 Omands Creek Blvd, Winnipeg MB R2R 1V7 and the customer's address as in this agreement.

Interest

11. Interest payable on any overdue amounts under this Agreement will be at a rate of 2 percent per month (24% per annum) or at the maximum rate allowed under applicable legislation, whichever is lower.

Governing Law

12. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Manitoba without regard to the jurisdiction in which any action or special proceeding may be instituted.

Site Stability:

The customer will take steps to ensure the safe grounds and stability for Uni-Jet Equipment and Employees.

Should one of our vehicles become stuck on a site, the Uni-Jet operator will follow the manufacturer and Uni-Jet procedures to attempt to free the equipment. If this is unsuccessful, a professional towing company will be called to retrieve the equipment at the customer's expense.

If the crew (multiple Uni-Jet vehicles) can't continue the work required without the incapacitated vehicle. A full crew hourly rate will apply until the vehicle is free to operate. If the remaining crew can continue to work, only the incapacitated vehicle will be billed on an hourly basis. Contact our office for crew hourly rates.

Equipment Retrieval:

Should a piece of Uni-Jet's equipment such as a camera, cutter or similar become untravellable in or on the job site's infrastructure such as a chamber, pipe or other work environment Uni-Jet will take all responsible steps for a period of up to four hours to retrieve the equipment.

If Uni-Jet's retrieval is unsuccessful the customer, at its own expense, will retrieve the equipment via digging or other means necessary. The customer agrees to not retrieve the Uni-Jet equipment without a billable Uni-Jet representative onsite to oversee the retrieval.

Should the customer refuse to retrieve or deem the retrieval unfeasible, the customer agrees to pay the cost of the replacement unit in full.

SCHEDULE 2 TERMS & CONDITIONS:

Customers Representative Name: _____

Representative Phone Number: _____

Representative Email: _____

Customers PO #: _____

Job Location: _____

Job Description: _____

Schedule 1 Pricing.

The following prices have a 2.5 Hour minimum charge for each item and are subject to a fuel surcharge.

1. _____
2. _____
3. _____
4. _____

1. Payment Terms are Net 30 days.
2. No taxes included in any quoted price and any quote supplied is valid for 90 days from Quote Date.
3. The customer shall not pass on Liquidated Damage Charges associated with the job that do not apply to Uni-Jets portion of the contract.
4. Uni-Jet will provide deliverables such as coding and videos to the customer within a reasonable period of time.
5. Uni-Jet reserves and will exercise the right to withhold videos and coding until full payment is received.
6. Any changes to the job shall be negotiated in writing between Uni-Jet Industrial Pipe Ltd and The Customer.
7. The customer agrees with and will abide by all the above and below terms of this agreement.

IN WITNESS WHEREOF Uni-Jet Industrial Pipe Ltd. and The Customer have affixed their signatures by a duly authorized officer under seal on this day the ____ of _____ 20____

Uni-Jet's Representative Name: Scott Cullum

Signature.



Customer Representative Name: _____ Signature

"I have the authority to bind"