



STANDARD SERVICE TERMS & CONDITIONS

Residential & Commercial Mechanical Services

1. Agreement and application

These Terms and Conditions apply to services, materials, repairs, installations, maintenance, inspections, and related work supplied by Recon Mechanical Services Ltd. ("Recon") to the customer identified on a quote, estimate, work order, service agreement, or invoice (the "Customer"). The applicable document, approved changes, and these Terms form the agreement. A separately signed agreement prevails to the extent of a direct conflict. Recon will not rely on these Terms to override rights or obligations that cannot lawfully be excluded.

2. Estimates, quotations, and scope

An estimate is an approximation unless clearly identified as a fixed-price quotation. Quotations are valid for 30 days unless otherwise stated and are subject to availability, site conditions, and supplier pricing. Only work expressly described in the accepted scope is included. Concealed conditions, code deficiencies, unsuitable existing equipment, asbestos or other hazardous materials, and unforeseen repairs are excluded unless expressly included. Recon will notify the Customer of material scope changes and seek authorization before proceeding, except as required for immediate safety.

3. Authorization and changes

The Customer authorizes Recon to perform the agreed work by signing, accepting a written quote, electronically approving the work, or otherwise providing clear authorization. Material additions or substitutions will be documented by a change order, written message, or updated work order describing the work and price or pricing basis. Work may be paused while authorization is obtained.

4. Service calls, diagnostic work, and emergencies

Service calls, attendance, travel, diagnostics, troubleshooting, and after-hours or emergency work may be chargeable even if no repair is completed, provided applicable rates or a pricing basis have been disclosed before the charge is incurred. Emergency attendance or temporary repairs do not guarantee permanent restoration of operation. Where appropriate, Recon may recommend shutting down unsafe equipment until repairs or replacement are approved.

5. Pricing, taxes, and payment

Prices are stated in Canadian dollars and exclude applicable GST unless expressly stated otherwise. Deposits, milestone payments, and the due date will be set out in the quote, service agreement, or invoice. If no other payment schedule is agreed, payment is due upon completion for residential service work and within 30 calendar days of the invoice date for ordinary commercial service work, subject always to applicable legislation. Construction contracts subject to Alberta prompt-payment laws will follow the mandatory proper-invoice, payment, notice, holdback, and adjudication requirements rather than any inconsistent wording here. Any finance charge on overdue amounts applies only if its rate and basis are clearly disclosed and agreed in advance and legally permitted. The Customer remains responsible for undisputed amounts while a good-faith invoice concern is resolved.

6. Cancellations, rescheduling, and special-order materials

The Customer may request cancellation or rescheduling as early as possible. Recon may charge reasonable, documented non-recoverable expenses and labour already performed only where lawful and previously disclosed or otherwise agreed. Special-order items may be non-returnable if disclosed before ordering, subject to applicable consumer cancellation and refund rights. Mandatory statutory cooling-off or cancellation rights take precedence over this section.



STANDARD SERVICE TERMS & CONDITIONS

Residential & Commercial Mechanical Services

7. Site access and customer responsibilities

The Customer will provide safe and reasonable access, adequate working space, required utility service and shutoff access, and information about known hazards, defects, and prior repairs. The Customer is responsible for obtaining owner, landlord, condominium, or tenant permissions where applicable. Permits and inspections will be arranged by the party identified in the quote; neither party is relieved of statutory obligations. Recon may suspend work where unsafe conditions exist.

8. Existing systems and concealed conditions

Recon is not responsible for defects in existing components or systems outside the agreed scope merely because they become apparent during or after the work. Connecting new components to aging, corroded, improperly installed, or otherwise compromised systems can expose pre-existing weaknesses. Recon will exercise reasonable care, advise the Customer when practical, and seek approval for additional corrective work. Nothing here excuses damage caused by Recon's negligence or breach of contract.

9. Equipment, materials, and substitution

Equipment and materials will be those specified or reasonably equivalent where an authorized substitution is necessary. Lead times and delivery dates are estimates unless specifically guaranteed. Product specifications and manufacturer availability may change. Removed parts and equipment will be disposed of unless the Customer requests their retention before removal, subject to safety and legal requirements.

10. Workmanship and manufacturers' warranties

Recon warrants that its workmanship will be performed with reasonable care and skill. Any specific workmanship warranty period, coverage, exclusions, and remedy must be stated in the applicable quote, invoice, or warranty certificate; no specific period is created by these standard Terms alone. Manufacturer warranties apply according to the manufacturer's written conditions and may require registration and regular maintenance. Warranties do not cover damage attributable to misuse, lack of maintenance, unauthorized alterations, normal wear, or external events unless applicable law requires otherwise. Statutory warranties and consumer rights are not excluded.

11. Maintenance and ongoing performance

HVAC, plumbing, heating, and refrigeration systems require regular inspection, cleaning, adjustment, and maintenance. Unless expressly contracted, ongoing maintenance is not included in a repair or installation. Performance may depend on building conditions, existing ductwork/piping, electrical or gas supply, controls, and occupant use. Recon will not guarantee energy savings, utility costs, or equipment life unless specifically agreed in writing.

12. Property protection and cleanup

Recon will take reasonable measures to protect accessible work areas and will remove ordinary job-related debris as described in the scope. Some work may require access openings or disturbance to finished surfaces. Patching, painting, cabinetry, tile, flooring, and restoration work are excluded unless expressly included. Recon remains responsible for damage caused by its failure to exercise reasonable care.

13. Safety and hazardous materials

If hazardous materials, unsafe equipment, contamination, or other serious hazards are encountered, Recon may stop affected work and notify the Customer. Assessment, removal, remediation, or specialized handling is outside the scope unless expressly included and appropriately qualified. The Customer must not operate equipment Recon has identified as unsafe pending required remediation or repair.



STANDARD SERVICE TERMS & CONDITIONS

Residential & Commercial Mechanical Services

14. Delays and suspension

Project dates may be adjusted for supply shortages, permitting or inspection delays, unavailable site access, unexpected conditions, severe weather, emergencies, or events beyond reasonable control. Recon will communicate material delays when reasonably possible and use reasonable efforts to resume work. Any suspension for non-payment must comply with applicable law and notice requirements.

15. Limitation of liability

To the extent legally permitted, neither party is liable to the other for remote or unforeseeable indirect or consequential losses arising from a breach of this agreement. This does not exclude liability for negligence, wilful misconduct, personal injury, property damage, statutory obligations, or any liability that cannot legally be limited. Recon is responsible for the direct loss or damage it causes in accordance with applicable law.

16. Photos, records, and privacy

Recon may record equipment details and take reasonably necessary site or equipment photos for diagnostics, work verification, warranty administration, quality assurance, and business records. Personal information will be collected, used, disclosed, and protected in accordance with applicable Alberta privacy law. Photos identifying a person or private interior will not be used for marketing without appropriate consent.

17. Concerns and dispute resolution

The Customer should contact Recon promptly with a concern and provide reasonable details so the parties can attempt resolution. Nothing in these Terms removes access to any mandatory consumer remedy, statutory adjudication process, construction lien right, tribunal, or court. Alberta law governs this agreement, subject to any mandatory law that applies.

18. Acceptance and entire agreement

The accepted quote or work order, authorized changes, any applicable service agreement, and these Terms set out the parties' agreement on the work. Any amendment must be agreed by both parties. If a provision is unenforceable, the remaining provisions continue to apply to the extent legally possible. Electronic acceptance and signatures may be used where legally valid.