

CSDEI-003

Friday, June 28, 2024

CSD Electrical & Instrumentation Ltd. Terms and Conditions of Service

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated as shown on the estimate, proposal or invoice provided to the Client.

CLIENT

Client Name as shown on estimate Proposal
or invoice

Address as shown on estimate proposal or
invoice

CONTRACTOR

CSD Electrical & Instrumentation Ltd.
1363 Grindstone Rd, Matheson, Ontario,
P0K1N0

(the "Contractor")

BACKGROUND

- A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

ONTARIO CONSUMER PROTECTION ACT, 2002

1. Consumer rights as outlined in the Ontario *Consumer Protection Act, 2002* can be found at the end of this Agreement in Appendix A.

SERVICES PROVIDED

2. The Client hereby agrees to engage the Contractor to provide the Client with the services listed on the

estimate or proposal provided to the Client (the "Services"):

3. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
5. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

COMPENSATION

8. The Contractor will charge the Client for the Services at the hourly rate plus materials or, fixed estimate provided. For fixed estimates, any and all additional parts, labor or standby required out of the scope of work, either due to customer delay or unplanned scope will be billed on a Time and Material basis at the applicable rate. A minimum charge of 4 hours straight time plus per diem and travel is charged for any service job unless otherwise stated in the estimate or invoice. (the "Compensation").
9. Travel time shall apply if the Contractor needs to travel more than 30km from 1363 Grindstone Rd, Matheson, Ontario, Canada, P0K1N0 to provide the Services.
10. The Contractor will Charge the Client for the Subcontractor's Services at a negotiated rate to be determined (the "Subcontractor Compensation")
11. The Contractor will invoice the Client every two weeks and/or at the completion of the contract, whichever comes first. Invoices submitted by the contractor to the Client are due within 30 days of receipt unless otherwise agrees to in writing.
12. Payments shall be made without offset, back-charge, retention or withholding of any kind..
13. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
14. The Compensation as stated in this Agreement does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
15. In the event that a subcontractor needs to be hired to work on the project, the Contractor will charge the Client for the Subcontractor's services at an hourly rate set by the subcontractor for their Services plus

an additional surcharge determined by the contractor.

16. There shall be no maximum number of labor hours for the duration of the project.

17. The client shall be invoiced for the actual cost of the materials including freight, plus a specified markup of 15% for new materials and 25% for zero-times hardware(repaired) materials.

REIMBURSEMENT OF EXPENSES

18. The Contractor shall be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. Including but not limited to daily living expenses, travelling expenses, vehicle mileage expense at 0.72\$/km, etc.,.

19. All expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

20. Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.0% Month, % per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

21. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

22. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

23. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this

Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

24. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

25. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

26. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

27. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

28. In the event that the Contractor hires a sub-contractor:

- a. the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- b. for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

29. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the

Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

29. Except as otherwise noted in this agreement or estimate provided, the Contractor will provide at the Contractor's own expense, any and all hand tools and workwear. Machinery, equipment, raw materials, supplies and any other items or parts necessary to deliver the Services in accordance with the Agreement. The Client is to reimburse the contractor for any and all equipment and machinery rentals, raw materials, supplies, specialty tools and software to be invoiced every two weeks. If the cost of such equipment is to exceed \$2000 CAD the payment for such equipment and/or materials shall be made in full before the equipment or materials are ordered and work is started. All equipment and materials purchased by the contractor shall remain the property of the contractor until payment is made in full.

The contractor reserves the right to repossess, at the contractor's discretion, the materials or equipment not paid in full by the client within the payment terms agreed upon.

NO EXCLUSIVITY

31. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

32. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the addresses provided.

INDEMNIFICATION

33. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This

indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

34. EXCLUSIONS:

This proposal does not include concrete, forming, painting, patching, trenching, core drilling, venting and sealing of roof penetrations. All waste created by electrical contractor will be removed to a specific area on the construction site unless otherwise agreed upon.

35. NATIONAL AND LOCAL CODES

Electrical installation(s) shall meet the National Electrical Code, Ontario electrical code, local building codes and any other laws applicable

SPECIAL EQUIPMENT

The Client shall provide or reimburse the contractor software purchases and licensing or portion there of, at an agreed upon rate, relating to the project in order for the Contractor to provide the Services..

CHANGE ORDERS

36. Any deviation, alteration or changes from this proposal will be executed only on receipt of written order. Said charges shall in no way affect or make void the contract.

TERMINATIONS FOR CONVENIENCE

37. Notwithstanding any other provision of the Agreement to the contrary, either party may terminate this Agreement by giving the other at least 10 days prior written notice of its election to terminate. In case of termination of convenience by either party, the Client agrees to pay the Contractor the balance of any moneys owed up to the effective date of termination of convenience. The Contractor agrees to turn over all goods paid for by the client up to the effective date of termination of convenience.

MODIFICATION OF AGREEMENT

38. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

39. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

40. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

41. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

INUREMENT

42. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

43. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

44. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

45. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

SEVERABILITY

46. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

47. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

CONSEQUENTIAL DAMAGE

48. Contractor, on behalf of itself and its subcontractors, expressly waives all the Client's claims against Indemnitees for all consequential, incidental, indirect, punitive, or special damages arising out of or relating to this Contract. The Client expressly waives all claims against the Contractor or its Affiliates for all of Clients consequential, incidental, indirect, punitive or special damages arising out of or related to this contract. Notwithstanding the foregoing, the waivers stated in this section 48 shall not be given effect if such damages were caused by Gross Negligence or willful misconduct of the party claiming the benefit of said waiver.

Changes to Terms and Conditions**49.**

We may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Services and this Site following any such modification constitutes your acceptance of these modified Terms.

Appendix A

Your Rights under the Ontario Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance

be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

Appendix A - continued

Ontario Consumer Protection Act - Return of Property

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

- The supplier.
- A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

- The supplier repossesses the goods.
- The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.
- You return the goods.
- The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.