

BEST Terms and Conditions

Please review our terms and conditions below.

In consideration of the mutual covenants herein contained, *The Client* and the Company, (*Ben's Electric Solutions Team*) referenced as **BEST** herein, mutually agree to the following without reserve these **Terms** and **Conditions**.

Liability Insurance Coverage

BEST is bondable and carries liability Insurance of \$2 million and WCB coverage for all employees undergoing tasks for **BEST** as an hourly rate based paid representative.

Signing on with BEST Services

The **Client** or the **Clients representative** full contact information shall be provided to **BEST** at the incipient stage of the contractual agreements and apprise **BEST** should that information change for a period not greater than the length of the said contract. Further it is the responsibility of the **Client** to fully read and understand all **Terms and Conditions** and **Fee Schedules**, thereby acknowledging and agreeing to this understanding represented by the **Clients Signature**. As a requirement of **BEST**, the **Client** will provide a signature as an acknowledged agreement with **BEST** to act on behalf of the client with respect to all duties and responsibilities set forth and carried out by **BEST EPCM** Electrical Full Service Provider.

Requirements of Inspection Authorities

As a general rule **BEST** will provide for the **Client**, all labor and materials required to facilitate a **Professional Electrical Installation**. Materials and installations shall meet or exceed the Canadian Electrical Code, CSA or other certified governing body approval standards. **BEST** will bring to the **Clients** attention any noticed electrical deficiencies throughout the stages of the project, contractual or non-contractual deficiencies as witnessed. Should a non-contractual electrical deficiency be observed which impedes inspection services approvals through no fault of **BEST**, then it will be the responsibility of the **Client** to make such repairs thereby factoring all costing of material procurement, labor and additional Inspection services fees in a timely manner and upon notification of the **Inspection Authority Requirements**. **BEST** will obtain all

deemed necessary electrical permits, arrange inspections, and correct any deficiencies noted on the inspection report in a timely manner.

To best serve our clients, it is understood that sometimes the client would like to supply their own **Speciality Power and Lighting Materials**, Please be advised that the Material provided must bear **CSA or other Regulatory Compliance Authority Markings** affixed and clearly legible for installations and inspections purposes. The **Client** shall be aware that all materials supplied by the **Client** will be **Warranted by the Client** and not **BEST** electric with respect to returns and retrievals, removal of deficient product and re-installation of said product. If **Client** supplies **Brand Specific Material** of which **BEST** supplies and installs and the said equipment is new in original packaging unopened, then **BEST** will make a considered decision to utilize **Client** supplied Materials. The **Client** shall also be responsible for any and all other electrical repairs to associated equipment should customer supplied equipment negatively impact **BEST** prior electrical installations due to a state of failure from **Client** supplied equipment.

Work Site Health and Safety Preparation

The **Client** will ensure that the job site is readily accessible with all **Egress Ramping/Stairs** firmly secured in place with all **Hand and Foot Guard Rails** adequately secured in place when and where applicable and **Free of all Debris, Tripping Hazards and Obstructions** prior to **Mobilization** of **BEST** electrical field representatives.

Work Site Health and Safety Occupant & Possessions Protection

BEST will facilitate a **Safety Zone** around the perimeter of the work area. The perimeter will be identified to the **Client** by means of **Verbal Disclosure** and/or identifiable construction **Caution Tape** coloured **Yellow** for **Permissible Entry** at time of construction process, or **Red** for **Denied Access** until further notified. It is a requirement of **BEST** that all **Client's** physical possessions shall be removed from the area to be serviced, within perimeter zones and areas immediately adjacent to perimeter zones and be adequately protected from any damage likely to result. Should the **Client** neglect to clear the work area of personal possessions and damages occur to the said possessions, then cleaning, repair or replacement of possessions is the sole responsibility of the **Client**. **BEST** assumes no liability for damages to property of the **Client** which is either moved by the **Client** or by **BEST** field representatives with verbal or written expressed permission from the **Client**.

The **Client** agrees that all other persons present on site and not employed by **BEST**, are the responsibility of the **Client** or the **Clients** other representing agents whereas their **Personal Health and Safety** and **Material Damage** is in question. **BEST** will not be responsible for any liability penalties as it relates to personal injury or property damage of others resulting from **Breaching** pre-configured **Safety Zones** without prior expressed permissions. Should these breaches by others negativity impact **BEST** field representatives, product or installations then it will be the responsibility of the **Client** to circumvent that negative impact in its entirety thereby respecting all codes and practices identified herein. Should it be a requirement that the Client

requires **BEST** support to clear work scope area of any and all items then additional charges are applicable and agreed to by the **Client** pursuant to **BEST 2023 Fee Schedule (1:12)**.

Pre Electrical Construction Readiness

The **Client** shall ensure that all other trade installations are correctly completed and prepared properly to accommodate future pending electrical work being performed by **BEST**. Referenced herein, but not limited to, are examples of pre-required duties such as milling, fabrication, installations of cabinets that are required to have electrical device cut outs in cabinet structures. Egress holes facilitated for conduits, wires and associated equipment, access panels, mirrors, tiled surfaces and hardwood flooring must be milled to completely expose the entire electrical device rough-in box and associated final connection equipment. Should this task not be completed in its entirety and a delay in electrical construction result or **BEST** field representatives with expressed permission have to facilitate these identified processes then the **Client** agrees to additional charges as set forth and pursuant to **BEST 2023 Fee Schedule (1:13)**.

Potential and Pre-Planned Power Interruptions

BEST will give verbal or written notice to the **Client** when potential or planned power outage may occur. The **Client** agrees to prepare for any loss of power to freezers, computers, fridges and other core sensitive devices. The **Client** indemnifies **BEST** for any loss or damages due to failure to prepare for loss of power as advised herein.

Post Electrical Construction

The **Client** agrees that once material for the project is installed, it becomes the property of the **Client**. **BEST** will not be responsible for any damage, alteration or removal of the equipment by others in part or whole once installed. The **Client** agrees that if equipment is altered or removed then it is the responsibility of the **Client** to restore the said equipment to the original configuration pursuant to **BEST 2023 Fee Schedule (1:14)**.

The **Client** agrees that the property will be made safely accessible pursuant to "Work Site Health and Safety Preparation" illustrated herein, for electrical inspection in its entirety by local or regional Safety Codes Officer (electrical inspector). The **Client** agrees to provide an adult chaperone to escort the **Safety Codes Officer** throughout the project during the inspection process. If it is determined that the Safety Codes Officer is impeded from the inspection process by any other fault than his/her own and/or **BEST**, then the **Client** agrees to re-inspection services and all applicable fees associated with re-inspection pursuant to **BEST 2023 Fee Schedule. (1:15)**

The **Client** agrees that should their project not be ready for Electrical Installations at the pre-designated mobilization time and at least 72 hours prior expressed verbal or written notice is not provided by the **Client** or representative of the client of cancellation, than any down time

resulting from this failure to notify will be considered as time worked and a fee pursuant to **BEST** 2023 Fee Schedule will be imposed upon the **Client** for the time loss incurred.

BEST can provide diagnostic image scanning for its **Clients** with respect to site infrastructure systems as part of a contractual agreement with **Client**. Should the **Client** negate this practice and unforeseen complications arise, such as but not limited to, underground utility, organic and/or non organic obstructions, mechanical and/or plumbing obstructions in finished walls of structure, impenetrable support beams throughout structure or any like obstruction concealed by a finished process that impedes the electrical installation process, then the **Client** agrees to circumvent such issues by facilitating payment on a Time and Material basis over and above the contractual agreed upon costing of job pursuant to **BEST** 2023 Fee Schedule. (1:16)

Electrical System Designs

BEST will provide a professional grade, code compliant installation with or without drawings provided by the **Client**. Should the **Client** elect to proceed with drawings, then the **Client** will provide **IFC** (issue for construction) drawings to **BEST**. If the **Client** has no drawings, then the **Client** can elect to have professional grade drawings produced from a representative of their own choosing or **BEST** can provide professional **Engineered Drawings** or **Field Drawings** herein known as "**As Built Drawings**". In either instance payment as an additional charge will be incurred by the **Client** pursuant to **BEST** 2023 Fee Schedule (1:17).

If the **Client** elects to proceed without a drawing or walk through consultation, then the code compliant installation upon completion can be considered to be the final Installation by the **Client**, any changes made forward will be subject to **BEST** 2023 Fee Schedule (1:18).

The **Client** may change the scope of work, via written change order; However, the **Client** will be liable for any delays or increase in project costs arising from any such change order.

A change order will be drafted and approved by the client before changes commence. The **Client** understands that a change order may result in extra costs and/or delays completion date.

Pricing of change orders will be subject to the discretion of the **BEST**. The **Client** may request change order pricing prior to ordering the change order.

Quotations & Estimations

Quotes will be prepared based on drawings and specifications provided by the **Client**, and/or after a thorough walk through with the **Client**. The quoted price will be the invoiced costing to the client without exception. If the quoted price at the time of invoicing that quoted price becomes an item of conflict then the signed quoted price supersedes and rendition of verbal

agreement. **BEST reserves the right to add or remove items to the quote up until mobilization of the job.**

Once the electrical construction project has begun, all other items other than the original agreed to quote, will be estimated by **BEST** project controller and a quote will be furnished to the **Client** for the purposes of approval. Once the quote is approved by the **Client** and the work has been completed, then invoicing of the change order will be enacted and the **Client** shall provide payment for that quoted change order in accordance to **BEST** period billing practices in addition to the original scope of work as it relates to the original quote.

Should the **Client** decide that the change order quote is unacceptable and an agreement cannot be reached of which impedes **BEST** completion of the project then the project shall immediately be halted with respect to **BEST** electrical construction and it will be the **Clients** responsibility to clear any obstacles providing a clear path to finish the project with respect to all requirements set forth in the **Canadian Electrical Code** and **The Local Authority Inspection Department** and **BEST**.

Should **BEST** be monetarily impacted negatively with respect to hoarding of **Clients** material through a delay set forth by the client with respect to a change order approval and the job goes into a static state, then it will be the **Clients** responsibility to secure and hoard all purchased material for the project and provide a minimum of 3 days notice to **BEST** for re-mobilization of the project once clients obstacles have been satisfied.

The **BEST** is not responsible for items not on the drawing or mentioned during a walk through.

Items not listed on an estimate or quote will require a change order before the item will be installed.

BEST will work on a cost plus basis at the direction of the client. A time and material estimate to indicate such can be provided.

Estimates are valid for 2 weeks.

Signature: Date: Ben P

Date : Feb 24th, 2023

Ben Pennoyer

Approval

These terms and conditions must be approved before a job or project will be added to the schedule.

1 Approval of quotes and/or estimates through the software portal denotes acceptance of these terms and conditions

2 Approving work in written form via email or text message denotes acceptance of these terms and conditions.

