

# **BEN'S ELECTRIC SOLUTIONS TEAM**

**WWW.BENSELECTRICSOLUTIONSTEAM.COM 403-975-1773**

## **TERM SHEET**

This term sheet (“**Term Sheet**”) sets out the terms and conditions for electrical Services between Ben’s Electric Solutions Team (the “**Company**”) and the Customer (collectively, “**Parties**”). Services will only be provided to the Customer in accordance with the terms and conditions contained herein and shall be legally binding upon the Parties.

### **1. DEFINITIONS**

“**Change Order**” means any change to the Services originally requested by the Customer.

“**Completion Date**” means the date that the Company is obligated to complete the Services.

“**Company**” means Ben’s Electric Solutions Team.

“**Customer**” means the person contracting with the Company to perform the Services as evidenced by their signature below.

“**Quote**” means the document provided to the Customer setting out the Services to be performed and a reasonable estimate of the cost of performing such Services.

“**Services**” means electrical work of any kind or nature as set out in the Quote at the request, and for the benefit, of the Customer.

“**Term Sheet**” means this document and all of the terms and conditions contained herein.

### **2. SERVICE TERMS AND CONDITIONS**

2.1 **Additional Services.** Should the Customer request Services that are in addition to the listed Services herein, the Company shall provide pricing for the requested additional Services, and the Customer shall authorize the change in writing. The Customer will be liable to pay for any additional services that have been authorized in writing.

2.2 **Quotes.** The Company shall provide the Customer with a written quotation setting out the Services to be performed and a reasonable estimate of the cost of the Services. If the cost of the Services are expected to exceed the costs set forth in the Quote, the Company shall obtain the Customer’s written authorization to proceed with the completion of the Services. Should the Customer not authorize the Company to proceed with the Services, it shall be deemed a termination of the Services and the Customer acknowledges and agrees that they are liable to pay for any portion of the Services performed up to the date of such termination.

2.3 **Invoices.** The Company shall provide the Customer with an invoice after the Services are completed specifying the Services performed.

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- 2.4 **Net 15.** The Customer shall be liable to pay any invoice issued by the Company for authorized Services within 15 days of the invoice being issued. Any amounts outstanding after the due date shall be charged at a rate of 24% per annum and the Customer acknowledges and agrees to be liable to pay any interest charged on overdue amounts.
- 2.5 **Deficiencies.** The Customer acknowledges and agrees that any deficiencies in the final work product must be communicated to the Company in writing no later than 30 days after the provision of Services and the Customer must allow the Company an opportunity to rectify any deficiency prior to the Customer engaging an alternate service provider, and further agrees that the Company has the sole discretion to determine whether any claimed deficiency is an actual deficiency or whether the issue complained of constitutes additional Services.
- 2.6 **Termination.** Either Party may terminate the Services prior to their completion, provided however, that the Customer will be liable to pay for any portion of the Services performed up to and including the date of termination.

### **3 LIMITATION OF LIABILITY**

- 3.1 **Disclaimer.** Ben's Electric Solutions Team expressly disclaims any and all warranties and conditions of merchantability, fitness for any particular purpose arising out of the Company's performance of the Services.
- 3.2 **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

### **4 MISCELLANEOUS TERMS**

- 4.1 **Entire Agreement.** This document and any schedules, Quotes, annexes, pricing, or other related documents form the entire agreement between the Parties with respect to the Services. There are no representations, warranties, forms, conditions, undertakings, or collateral agreements, express or implied or statutory between the Parties other than as expressly set forth in this Term Sheet.

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- 4.2 **Governing Law.** The terms contained herein shall be governed by and construed in accordance with the laws of the Province of Alberta, and the Parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defences that might otherwise be available.
- 4.3 **Amendments in Writing.** No amendment to the terms of the Services will be valid or binding unless set forth in writing and signed by all Parties.
- 4.4 **Enforceability.** If any provision of this Term Sheet is determined to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions will continue in full force and effect.
- 4.5 **Force Majeure.** In no event shall the Company be liable for any failure or delay in the performance of the Services or any of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, natural catastrophes or acts of God, pandemics or civil unrest.
- 4.6 **Counterparts.** This Term Sheet can be executed in one or more counterparts and each counterpart taken together shall constitute an original document.

ACKNOWLEDGED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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Customer Signature

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Print Customer Name