

TERMS AND CONDITIONS

1. Definitions

- a. The Client or Customer (from here on referred to as "CLIENT") is defined as the business or property owner, or any other representative of the owner, which includes; i) an employee; ii) any third party under employment, contract or subcontract; iii) any other assigned representative, for which products or services have been requested.
- b. DORDT Water Management (from here on referred to as "DORDT") is defined as DORDT Contractors Inc., doing business as Dordt Water Management, and any related businesses or subcontractors under contract with DORDT for the purposes of this agreement.
- c. Quotation or quote is defined as a written document specifying a price or cost estimate for a specific product or service. Proposal is defined as a detailed written document outlining a plan or solution to a CLIENT's need, often including pricing but also the scope, objectives, methodology and benefits.

2. Quotation

- a. All prices are prepared based on a best estimation at time of submission with the information supplied by CLIENT. Should the information provided be found to be inaccurate, DORDT will provide an updated quote with adjustments in cost based on the updated information and also provide documentation to support the variance. If work has commenced, a change request will be submitted with the adjustments in cost. The changes will be reviewed and must be approved in writing by both parties before work commences or continues
- b. All prices quoted are based on market costs and availability of materials at the time of writing but may be subject to future increases due to external factors beyond the control of DORDT. Any such increases in cost will be communicated as soon as possible and a change order will be required if work has commenced.
- c. All quoted prices are valid until the end of business day on the expiry date provided in the proposal.
- d. All proposals made by DORDT are without obligation and revocable including offers that include a term of acceptance. DORDT is entitled to revoke its offer up to two working days after it received the acceptance
- e. Only the work, labour, materials and services described in the quotation are included within the price given. Any other work, labour, services or supply of materials outside of the scope of the quote given will be additional costs. Any modification to, or additional work identified, outside the scope of this quotation must be approved in writing by both parties before proceeding.
- f. Unless otherwise stated, prices are based on CAD dollars and are F.O.B. point of shipment. Unless otherwise expressly stated, prices do not include freight, delivery charges, insurance, travel, accommodation, packaging, storage, sales taxes or any export duties, import duties and tariffs.
- g. Offer and order documentation comes with greatest care. All specifications are provided as accurate to the best of our knowledge, E&OE. We reserve, however, the right to deviate from technical descriptions during final design when it appears to be a mutual technical benefit for purchaser and seller.
- h. This quote and all documents related to this quote are confidential and proprietary. It is not to be shared or distributed without explicit written permission from DORDT. If CLIENT breaches this obligation, CLIENT will owe an immediately payable penalty of \$25,000 per breach. DORDT may claim this penalty in addition to damages under the law.

Unless otherwise specified in writing, any information, suggestions or ideas disclosed by CLIENT are not secret or confidential. CLIENT cannot derive any rights from advice and information provided by DORDT that is not related to the contract

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3. Scope of Work

- a. DORDT will endeavor to carry out the listed services to high professional and stringent industry standards via suitable qualified employees and subcontractors.
- b. Whilst all reasonable effort will be made to carry out the required services, DORDT reserves the right to alter, postpone or cancel some or all work on short notice in case of reasons beyond its control (Force Majeure) such as (but not limited to) adverse or extreme weather conditions, fires, strikes, shortages of materials and acts of God.
- c. CLIENT must allow sufficient unobstructed passable access to the property at all times to carry out the work and services
- d. CLIENT must provide a connection to water and electricity supplies
- e. CLIENT must provide a forklift on site for unloading and logistics.
- f. If additional requirements are required, these will be disclosed in the quote.
- g. Delays and demobilizations/remobilizations due to unprepared site conditions or delays from other trades/vendors will result in a rescheduling fee of \$1,200 and/or any costs related to extra labor and/or extra materials.

4. Invoicing & Payment

- a. All invoices must be settled and paid by CLIENT within payment terms agreed upon in the quote. Interest will be charged on all overdue accounts at the rate of 2% per month, or 24% per annum. If any account is not paid by CLIENT within the terms, then in addition to all other remedies at law available to DORDT, it may elect to stop work on the project.
- b. CLIENT must notify DORDT of any disputes of the invoice within 7 days of receiving the invoice, failing which, such invoice shall be deemed to have been accepted by CLIENT without dispute.

5. Risk & Insurance

- a. CLIENT shall indemnify DORDT and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property arising out of any occurrence in or on the site of CLIENT save and except any such losses, claims, damages, liabilities or expenses which were caused by the negligent act or omission of DORDT or anyone for whom it is in law responsible.
- b. DORDT will not be held liable for any and all damages to installed materials caused by extreme environmental conditions (which include, but are not limited to, temperature, humidity, air or ground contaminants or contamination). CLIENT shall be solely responsible for ensuring the installation and work environments are maintained at reasonable parameters that do not exceed the allowable tolerances of the installed systems or materials for the duration of the project.
- c. DORDT accepts no liability whatsoever for any losses, disputes or damages arising from construction and installation work as a direct result of errors in the information provided by CLIENT with regards to the boundaries, size, scale and layout of the project area. CLIENT hereby agrees to indemnify and save harmless DORDT from any losses, damages, claims, actions, demands, liabilities and expenses whatsoever arising out of such errors.
- d. CLIENT indemnifies DORDT against any third-party claim in the connection with (the use of) information provided by or on behalf of CLIENT. This includes advice, instructions, drawings, calculations, designs, materials, samples and models. CLIENT shall compensate DORDT for all damage/loss suffered. This includes full cost of legal defense.

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- e. CLIENT shall indemnify DORDT if CLIENT causes a delay in the project or work effort, a penalty of \$750 per day will be charged above and beyond the existing contract or time and materials agreement. This includes any delay that is caused directly, indirectly or through the inaction or negligence of CLIENT. This also includes delays or work stoppage caused by CLIENT directly, indirectly or through the inaction or negligence of CLIENT, as ordered by the Ministry of Labour or from not adhering to the Ontario Occupational Health and Safety Act and Regulations or any DORDT safety standards. No penalty shall be charged in the event of Force Majeure, or with a minimum of 48 hours written notice, or otherwise agreed upon by CLIENT and DORDT.
- f. CLIENT will inspect and accept conforming Products or reject non-conforming Products within five business days after delivery to CLIENT's facility. Products not rejected within that five-day period will be deemed accepted.

6. Warranty

- a. One (1) year limited warranty on all labor, workmanship and materials provided or installed by DORDT
- b. Any warranty provided by the manufacturer beyond the one (1) year provided by DORDT will apply. Any labour required in the execution of the manufacturer's warranty beyond the one (1) year will be billable to CLIENT.
- c. EXCLUSIONS: The expressed warranties will NOT APPLY in the event of:
 - i) CLIENT's non-observance of installation, operating and/or maintenance instructions or specifications provided by DORDT or related materials manufacturer
 - ii) CLIENT's abuse, improper use or neglect of the installed systems or materials
 - iii) Accidental damage or damage due to environmental conditions that exceed the allowable tolerances of the installed systems or materials
 - iv) Any modifications made to the installed systems or materials without the express written consent of DORDT
 - v) Materials installed or supplied by DORDT during construction incurring damage caused by other parties or contractors, in which case additional costs may be invoiced to the responsible entity, contingent upon the nature and extent of the damage;
 - vi) During the commissioning stages, materials installed or supplied by DORDT sustained damage due to incorrect set-up or calibration by other parties or contractors, in which case additional costs may be invoiced to the responsible entity, contingent upon the nature and extent of the damage
 - vii) Damages resulting from inadequate or insufficient maintenance, including but not limited to failure to perform regular inspections, cleanings, and necessary repairs as outlined in the maintenance guidelines; and
 - viii) Damages caused via defective or unsuitable materials, components or equipment provided or specified by CLIENT.

7. Health & Safety

- a. CLIENT agrees to adhere to the Ontario Occupational Health and Safety Act and Regulations and all DORDT safety standards, practices and requirements on site for the entire duration of the work unless otherwise specified and agreed to in writing (i.e. CLIENT's standards of safety exceed DORDT's)
- b. Work areas must be kept reasonably clean/tidy enough at all times in order to safely and efficiently perform work
- c. At the end of the project, DORDT will promptly remove equipment, excess materials, any remaining debris and perform a thorough clean-up of the site

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- d. DORDT carries a \$5,000,000 Liability Insurance Policy with Salus Mutual Insurance Company
- e. Confirmation of Insurance coverages are available on request
- f. Personnel health and safety training certificates are available on request
- g. Any hours spent on training requested by CLIENT, provided under this agreement, shall be considered billable to CLIENT, unless written notification is provided to DORDT prior to the execution date of this agreement

8. Promotional Material Release

- a. DORDT regularly takes photos and videos of projects to document progress, manage projects, and build relationships with clients. This documentation can be used for dispute resolution, warranty claims, quality control and marketing purposes. CLIENT grants the following permissions to DORDT:
 - i) To take photos and/or to record videos and/or record audio of the project area.
 - ii) To record business personnel voice and likeness as it pertains to the job site or work
 - iii) To take photos and/or videos of both interior and/or exteriors of CLIENT's business
- b. Unless otherwise stipulated in writing, construction details allowed to be shared, include, but are not limited to, business name, location, and project details
- c. Distribution of information and material is permitted for but not limited to the following:
 - i) Brochures, business cards, newsletters, etc.
 - ii) Social media
 - iii) DORDT website
 - iv) Trade magazines
- d. CLIENT and affiliated personnel will not be reimbursed or compensated for any photographs, videos, or recordings.

9. Assignment, Binding Effect, and Governing Law

- a. These terms and conditions together with the quote represent a contract between DORDT and CLIENT
- b. This Agreement shall not be assignable by either CLIENT or DORDT without the prior written consent of the other
- c. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.
- d. This Agreement shall be construed and governed solely and exclusively in accordance with the laws of the Province of Ontario and Canada applicable thereto and the parties hereto attorn to the jurisdiction of the Courts of the Province of Ontario