



LEAR Electrical Terms and Conditions

Last updated: Monday, January 7, 2013

For the purposes of the following terms and conditions are meanings are:

"The Company", "Our" or "We" shall mean LEAR Electric Ltd..

"The Customer" shall mean the person or organization for which the Company agrees to carry out the works and/or materials with. Please read these terms and conditions carefully. By employing our services you accepted a contract with us and have agreed and understood the following Terms and Conditions:

NO TERMS, conditions, deletions, modifications or other understandings, oral or written, in any way purporting to vary these terms and conditions, WHETHER CONTAINED IN CUSTOMER'S FORMS OR ELSEWHERE, SHALL BE BINDING UPON LEAR ELECTRIC LTD. unless approved in writing and signed by LEAR ELECTRIC LTD. Any terms inconsistent with those stated herein which appear on Customer's formal purchase order will not be binding on LEAR ELECTRIC LTD. We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms and Conditions at any time.

1. **QUOTES:** Quotes are valid for 60 days, and are cancellable in the event of causes beyond our control. Quotes are based on the assumption that all plans and specifications meet all applicable codes, standards, regulations or laws, as per the most current versions of the Electrical Code. Quotes are based on work being performed during regular working hours. It is reasonable to expect that disruptions to the mutually agreed upon schedule may result in changes to the contract price, and should be agreed in writing between the Customer and Lear Electric. While Quotes and Quote Site Visits are provided to the Customer free of charge, we reserve the right to be notified of a Quote appointment cancellation or change prior to the appointment. Failure to do so may result in a charge to the Customer.
2. **LIMITATION OF WARRANTY AND REMEDIES:** Subject to the limitations below, we warrant all workmanship for a period of One Year from the DATE OF FINAL PAYMENT. LEAR Electric reserves the right to cancel warranty due to Customer's incompliance with our Terms and Conditions. This warranty does not apply to any products which have been subjected to abuse, mishandling, modifications by third parties, or improper use. The warranty described in this paragraph constitutes the only warranty of LEAR Electric and is in lieu of all other warranties or conditions, statutory or otherwise, express or implied, including any implied warranty ability or fitness for a particular purpose. Warranty service will be performed at no charge between the hours of 8:00am and 4:30pm local time Monday through Thursday, 8:00am and 12:00pm Friday, exclusive of our holidays. Warranty service requested to be performed at other than during our normal working hours shall be chargeable at our standard overtime rates. Our warranties are not transferable and shall terminate upon the Customer's resale of the Property. The Customer further agrees that under no circumstance shall the Company be liable for loss of time, inconvenience, commercial loss, or incidental or consequential damages that arise by way of breach of these Terms and Conditions.
3. **INDEMNITY:** The Customer agrees to indemnify and hold The Company harmless from any expense, loss or injury arising out of or resulting from work site damage or the faulty or negligent installation of the equipment by the Customer or Installer or any of their respective agents or employees. The Customer shall reimburse the Company, its agents, employees, officers, directors, or insurers that may pay, or become obligated to pay in connection with any such claim or action.
4. **FORCE MAJEURE:** The Company shall not be liable for any damage, cost or loss of profits of the Customer arising from a failure by LEAR Electric to comply with its obligations under the

Quotation where such failure is attributed to fire, flood, storm, labour shortages, accidents, acts of civil or military authorities, or from any other causes beyond our control.

5. **ELECTRICAL PERMITS and INSPECTIONS:** LEAR Electric will obtain the necessary municipal electrical permits. The Customer is responsible for all fees charged to LEAR Electric to obtain this permit. LEAR Electric reserves the right to freeze, or cancel an electrical permit due to Customer's in compliance with our Terms and Conditions. In such event, the Customer will be liable for all of our fees incurred. The Company will arrange for an electrical inspection at a day convenient to the Customer. The Company is limited to providing either a AM, or PM specification of the inspection time, as limited by information we receive from the Inspector. Unless previously agreed to, the Customer will not schedule any inspections without prior knowledge of LEAR Electric. The Customer is responsible for any permit re-application fees due to permit expiration (1 year from permit issuing).
6. **ALTERATIONS BY THE CUSTOMER:** All repairs or adjustments that are or may become necessary under the warranty provisions of the Quotation shall be performed only by an authorized representative of The Company. Any repairs, adjustments, or interconnections performed by the Customer or at the Customer's request by anyone other than an authorized representative of LEAR Electric shall void all warranties and electrical permits contained herein.
7. **PAYMENT TERMS:** A monthly invoice and statment will be provided for the Customer on the 1st day of every month. Payment is due within 7 Days of the invoice date, unless otherwise agreed in writing with the Customer. In the event that the Customer defaults on the obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, we shall have the option to freeze or cancel the electrical permit and provision of any service until the Customer's account is fully paid. The Company may also assess an interest at the rate of 2% per month. The Customer also agrees to pay all costs, including but not limited to reasonable legal fees, agency commissions, administrative fees, and other fees sustained by The Company in pursuit of payment which is past due. It is the obligation of the Customer to inform LEAR Electric if they have a question/problem with any invoice within 5 working days of receiving the invoice. LEAR Electric is not bound to comply with any of the Customers rules for payment, or payment terms unless otherwise agreed in writing with the Customer. General Contractors are liable to pay LEAR Electric whether or not they receive payment from their Customers.
8. **IMPAIRMENT OR INSOLVENCY:** If the Customer becomes insolvent, or if the Customer fails to maintain its account with the Company on a current basis, or the the Company reasonably believes that the Customer may fail to perform under the above conditions, or the the Customer has failed to perform completely on any other contract with the Company, then we may at our option, refuse further services under this agreement, stop delivery of any materials in transit and/or may cancel this agreement without liability to LEAR Electric. The Customer remains liable for the payment of all materials previously delivered and any work performed by the Company prior to the termination. Our termination of the contract shall in no way prejudice any other rights or remedies the Company may have under this Agreement.
9. **CHANGE ORDERS:** The Customer may from time to time (a) make changes to the specifications; (b) issue additional instructions; and/or (c) require additional work or direct the omission of work previously ordered (hereinafter the "Change Order(s)"). The Customer shall be responsible to pay for any and all Change Orders authorized by the Customer and accepted by Lear Electric. Change Orders must be in writing. The Company shall secure a written Change Order from the Customer before doing the work and shall subsequently provide the Customer with the approximate and/or actual cost for the Change Order. Any delays to the original quoted scope of work that may result from the Customer's neglect to approve a change order may result in extra charges to the Customer. Delays in approving change orders may result in a stoppage of work at the expense of the Customer. Once work has resumed, in order to meet deadlines, the

Company may find it necessary to perform work beyond the hours of 8:00am and 4:30pm local time Monday through Thursday, 8:00am and 12:00pm Friday and/or exclusive of our holidays. Any work performed other than during our normal working hours shall be chargeable at our standard overtime rates. All hidden, concealed, or unforeseeable conditions, including code violations that must be repaired, corrected, replaced, or overcome shall result in an additional charge to the Customer. Please note that cancellation of any quoted project by the Customer after the project was granted and started by LEAR Electric will result in an hourly charge for the work, as carried out up until the cancellation notice, at the current Residential, or Commercial rate. Material re-stocking fees, and permit charges may apply. Invoicing for Change Orders are not subject to any other payment terms other than DUE UPON RECEIPT. General Contractors are liable to pay LEAR Electric upon receipt of the invoice for Change Orders whether or not they receive payment from their Customers.

10. **WORK SITE PROVISIONS:** Unless otherwise agreed in writing, ALL garbage boxes, trenching, back filling, cutting, coring, patching, painting, fire stopping, caulking, plywood backing are to be supplied to The Company by the Customer, at no cost to LEAR Electric.
11. **SUPERVISION:** The Customer agrees that the direction and supervision of LEAR Electric working forces, including sub-contractors, rest exclusively with the Company. The Customer shall not interfere with the Company's working forces, or subcontractors.
12. **EXCESS MATERIALS:** Extra materials left over upon completion of the work shall be deemed to be the Company's property. The Company may enter the premises to remove excess materials at all reasonable hours.
13. **ENTIRE TERMS and CONDITIONS:** These Terms and Conditions shall constitute the entire agreement and understanding between the Customer and the Company and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent the same is/are incorporated within these Terms and Conditions. The Company and the Customer acknowledge that there are no covenants, representations, warranties, agreements, or conditions either expressed or implied, which in any way affect, or are a part of, or relate to this Agreement except for those expressly set forth herein above.
15. **ASSIGNMENT:** These Terms and Conditions are not assignable by the Customer in whole or in part without the prior written consent of the Company.

MODIFICATION: Any modification of these Terms and Conditions other than as specified herein and/or any contract document shall be binding only if evidenced in writing signed by both LEAR Electric and the Customer, or an authorized representative of either.

I have read, understand and accept the terms listed above. I have the authority as a representative of the "Customer" to accept these terms and conditions.

Print Name

Your Title

Signature

Date