

TERMS AND CONDITIONS OF SERVICE (ALBERTA)

These Terms and Conditions (the “Agreement”) govern all services provided by **Unity Electric Inc.** (“Unity Electric”, “Contractor”, “we”, “our”) to the customer (“Client”, “you”). This Agreement forms part of all quotations, estimates, work authorizations, and service calls, and is binding upon acceptance.

1. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the applicable federal laws of Canada.

2. CONTRACT DOCUMENTS

The following documents collectively form the Contract:

- The quote or estimate
- Scope of work
- Electrical layout sketches and/or engineered drawings
- These Terms and Conditions

In the event of conflict, the above documents shall be interpreted in the order listed.

3. VALIDITY OF QUOTES AND ESTIMATES

All quotes and estimates are valid for a period of **30 days** from the date of issue unless otherwise stated.

Unity Electric reserves the right to adjust pricing where:

- Drastic material cost increases due to government or regulatory changes, market fluctuations, public health, global conflicts, etc.
 - Tariffs, duties, or regulatory costs are imposed
 - Labour or supply conditions change beyond reasonable control
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4. PRICING STRUCTURES

A project may be one or a combination of the following pricing structures:

4.1 Lump Sum Quotes (Fixed Price)

Where a lump sum quote is provided:

- *Unity Electric agrees to complete the defined scope for the stated price*
- *Any changes to scope will result in price adjustments*
- *Work not expressly included will be treated as extra work*

4.2 Estimates (Time & Material Projection)

Where an estimate is provided:

- The estimate is a non-binding budget
- Final invoicing will be based on actual labour, materials, and time
- The Client acknowledges that actual costs may exceed the estimate

4.3 Time and Material Work (No Quote Provided)

Where no quote or estimate is issued:

- Work shall be billed on a time and materials basis
- Labour shall be billed at Unity Electric's current hourly rates
- Materials, travel time, and applicable charges will be added
- A minimum service call charge of 3 hours may apply

Where work is authorized without a quote or estimate, the Client agrees that all work will be billed on a time and materials basis at current rates, and waives any requirement for prior cost estimates or approval.

5. EXCLUSIONS (UNLESS EXPRESSLY INCLUDED)

Unless specifically stated in writing, the following are excluded:

- Trenching, excavation, and backfilling
- Supply of light fixtures, lamps, or specialty devices
- Installation of standard fixtures is included; however, customer-supplied complex or specialty fixtures may result in additional labour charges
- Provision of lifts, scaffolding, or access equipment
- Structural modifications, drywall, painting, or finishing
- Additional application fees, consulting work, connection fees required by the authority having jurisdiction or utility company

6. SITE CONDITIONS AND ACCESS

The Client shall:

- Provide safe and unobstructed access to the work area
- Ensure the site is ready for efficient execution of work
- Coordinate with other trades as required

Unity Electric assumes that work can be completed:

- During regular business hours – Monday – Friday 7:00am to 4:30pm
- In no more than two mobilizations or site visits unless otherwise agreed

Additional visits, delays, or inefficiencies caused by site conditions or other trades may result in additional charges.

7. PERMITS AND COMPLIANCE

Unless otherwise specified:

- Unity Electric will obtain required electrical permits
- Permit costs may be included or billed separately
- The Client is responsible for all other permits and approvals

All work will comply with the **Canadian Electrical Code (CEC)** and applicable Alberta regulations.

8. CHANGES AND EXTRA WORK

Any deviation from the agreed scope constitutes a change and may result in:

- Additional charges
- Schedule extensions

Unity Electric is not obligated to proceed with changes without approval.

Unity Electric may rely on instructions from any individual reasonably believed to have authority on site, including project managers, supervisors, or representatives of the Client. Any additional labour, materials, fees, or contracts incurred due to a verbal or written change request will be binding on the Client.

- If a client wishes to limit authority to specific employees/representatives, they must disclose this in writing before project begins.

Unity Electric reserves the right to invoice for extra work as it is performed, regardless of the original project billing schedule.

Unity Electric shall not be subject to back charges unless agreed to in writing prior to the work being performed.

Delays caused by the Client or other trades, including waiting time or rescheduling, may be billed at standard hourly rates.

9. CONCEALED OR UNKNOWN CONDITIONS

Unity Electric shall not be responsible for:

- Hidden or concealed conditions
- Existing code deficiencies
- Unknown site conditions

Any additional work required as a result will be billed accordingly.

10. PAYMENT TERMS

Payment terms shall be as specified on the quote, estimate, or invoice.

Unless otherwise stated:

- Projects will be progressed on the following schedule:
 - Material purchased upon acceptance – 40%

- Material pricing is only secured upon receipt of the required deposit. Unity Electric is not responsible for price increases prior to deposit receipt
 - Rough-In Complete – 30%
 - Finishing – 30%
- Payment is due within 30 days of invoice
- Overdue accounts are subject to interest at 2% per month (24% annually)
- Returned or declined payments may be subject to an administrative fee of \$50.00.

The Client agrees to pay all reasonable costs of collection, including legal fees.

Any concerns or disputes regarding invoicing must be submitted in writing within 7 days of the invoice date. Failure to do so constitutes acceptance of the charges

11. CANCELLATION AND TERMINATION BY CLIENT

The Client may terminate or suspend the project at any time by providing written notice. Upon such termination, the Client agrees to pay:

a) The value of all work completed to date, including labour, materials, and services provided, calculated as:

- A percentage of completion for lump sum projects, or
- Actual time and materials for estimated or service work

b) The cost of all materials ordered, delivered, or committed to the project, including any restocking fees, cancellation charges, or supplier penalties

c) A cancellation fee equal to the greater of:

- 15% of the remaining contract value, **or**
- \$500

This fee represents a reasonable estimate of administrative costs, scheduling disruption, and lost opportunity resulting from the cancellation.

Unity Electric reserves the right to invoice all such amounts immediately upon termination.

12. RIGHT TO SUSPEND WORK

Unity Electric reserves the right to suspend or terminate work without liability if:

- Payments are not made as required
 - Site conditions are unsafe
 - The Client breaches this Agreement
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13. OWNERSHIP OF MATERIALS

Until full payment is received:

- All materials and equipment supplied remain the property of Unity Electric where permitted by law
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14. BUILDERS' LIEN RIGHTS (ALBERTA)

The Client acknowledges that under the **Prompt Payment and Construction Lien Act**, Unity Electric has the right to register a lien against the property for unpaid amounts.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

All documents including:

- Quotes
- Estimates
- Electrical layouts
- Designs

remain the intellectual property of Unity Electric.

These materials may not be:

- Shared with third parties
- Used for competitive quoting
- Reproduced or distributed

without prior written consent.

Unauthorized Use

Where such materials are used without authorization:

- Unity Electric reserves the right to charge a design and consulting fee of 25% of the project
 - Additional legal remedies may be pursued
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16. WARRANTY

Unity Electric provides a workmanship warranty of 1 year

Manufacturer warranties apply to supplied materials.

Warranty does not cover:

- Labour beyond 1 year from installation
- Damage by others or site conditions
- Misuse or neglect
- Normal wear and tear
- Unauthorized alterations
- Existing electrical systems or components not installed by Unity Electric

Warranty service includes labour within a 10 km radius of Medicine Hat, Seven Persons, Bow Island, and Foremost. Travel beyond this radius may be subject to additional charges.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Unity Electric's liability is limited to the value of the work performed
- Unity Electric shall not be liable for indirect or consequential damages, including loss of use, revenue, or business interruption

- While reasonable care will be taken, Unity Electric is not responsible for minor or incidental damage resulting from accessing concealed wiring, including but not limited to drywall, finishes, or landscaping
 - This limitation applies regardless of the cause of action, whether in contract, tort, or otherwise.
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18. FORCE MAJEURE

Unity Electric shall not be liable for delays caused by events beyond reasonable control, including:

- Supply chain disruptions
 - Labour shortages
 - Weather
 - Government actions
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19. PHOTOGRAPHY AND MARKETING

Unity Electric may photograph completed work for documentation and promotional purposes unless the Client provides written notice to the contrary.

20. ACCEPTANCE OF TERMS

By approving this quote/estimate or authorizing work, the Client confirms that they have been provided with access to these Terms and Conditions, have had the opportunity to review them, and agree to be legally bound by them.