



LINEMAN'S TESTING LABORATORIES OF CANADA LIMITED GENERAL TERMS AND CONDITIONS LTL001

The below listed Terms & Conditions apply to any Customer (a customer is a person, firm, company, organization, group) that has given a Purchase Order or any type of consent to Linemans Testing Laboratories of Canada Limited (hereafter referred to as "LTL") to perform work, provide a service, provide product or equipment, including all sub-contractors of LTL. It is the responsibility of the Customer to obtain clarification of any and all Terms & Conditions listed within. Furthermore LTL Terms & Conditions are the only Terms & Conditions to be used in any and all transactions with LTL and the Customer.

1. Quotations are firm for a period of 30 days only, subject to equipment availability or prior sale, increases in material prices beyond our control, metals market spot pricing will be passed on to the Purchaser.
2. All quotations are based on plans, specifications and information supplied. Any alteration in these will be subject to a revision of the price quoted. All quotations are based on regular time and shift.
3. All quotations are contingent upon strikes, accidents and other causes beyond our control.
4. Unless otherwise stated, prices for excavation or concrete work are based on our ability to execute the work where frost conditions do not prevail. We reserve the right to charge additional fees when working under frost conditions.
5. Prices quoted for any type of excavation or concrete work, pole and anchor installations, etc., are based on such work being undertaken in clear ground conditions of 4000 to 5000 PSI of earth strength. We reserve the right to charge additional fees should obstructed conditions exist.
6. Regarding all excavation, digging or any type of equipment installation in the ground, LTL is not responsible or liable for any damage that occurs or results from any type of service or object of any description in the ground. The customer shall bear full responsibility and all liability should they exist.
7. LTL requires clear, total access to the work area, allowing adequate space for the appropriate equipment/tools required to execute the project. We reserve the right to charge additional fees should this clause not be met.
8. All conduits, ducts, pipes, raceways, cableways are assumed to be clear and unobstructed. Should this not be the case, the burden/financial responsibility to rectify shall be that of the Customer.
9. All materials and equipment remain the property of LTL until the entire project payment is made in full by the customer. All liability of any kind relating to the equipment is the Customer's liability. Full payment for all equipment/apparatus is due upon delivery to customer's site. Should this clause not be met, the Customer gives LTL full legal access to the project site property at any time convenient to LTL.
10. Progress payments are required for all extended projects (over 5 days). Invoices will be issued weekly for work performed/materials supplied.
11. Projects valued at over \$15,000.00 will require a minimum payment of 30% of the total cost, prior to project commencement, 60% prior to energization/completion, and the balance Net 30 days.
12. Payment for equipment only, valued over \$5,000.00 will be due upon delivery of equipment.
13. Due to the volatility of markets, all pricing must be confirmed before an order is accepted. LTL reserves the right to apply such costs.
14. All equipment quoted is subject to prior sale. LTL shall confirm delivery with customer upon receipt of a Purchase Order or quote acceptance documentation.
15. If work in progress is cancelled or delayed due to inclement weather or for any reason beyond the control of LTL, the Customer agrees to pay all costs involved and the work will be rescheduled or finished with an extended shift.
16. LTL is not liable or responsible for any damage to electrical equipment during testing, processing, repair procedures of any kind.
17. We assume no liability for delays caused by strikes, Hydro, riots, floods, fires, acts of God or any cause. We shall not be required to supply power to the customer during interruption of service due to any such cause.
18. All contaminated materials, waste or scrap will remain on the job site and are the sole responsibility of the Customer in every respect.
19. There are no verbal understandings or changes/modification to any quotes. Only written changes by LTL personnel will apply.
20. LTL shall not be held responsible for damages or costs of any kind incurred due to the de-energizing or re-energization of electrical apparatus. The Customer gives LTL full legal authority to arrange power outages for any and all purposes.
21. All Hydro/Utility and/or Electrical Safety Authority costs shall be borne by the customer unless stated otherwise.
22. Customer hereby grants LTL full ongoing legal authority and required site access to execute all arrangements with the appropriate power authority to isolate/energise all incoming power lines to enable execution of all work in accordance with all applicable terms and conditions.
23. At intervals while the work/service is in progress, the Customer shall inspect and approve the work/service. Final inspection and approval shall be given before LTL personnel leave the site. No claims for unsatisfactory performance of the work/service will be entertained after our personnel have left the site.
24. The cost of replacement of any damaged equipment or fittings found through LTL's tests and inspections will be borne by the Customer.
25. Any cancellations seven (7) days or less before a scheduled/confirmed project date shall be subject to a 20% cancellation fee of quoted project costs.
26. Job delays or cancellations out of the control of LTL such as Hydro, customer or other parties shall be billed to the Customer accordingly.
27. All shipping is F.O.B. our location. Shipping costs and all risks related to shipping are the responsibility of the buyer.
28. Interest will be charged at 3% monthly on all overdue invoices. All special order parts and equipment sales are to be considered final. If item(s) are returned there will be up to a 35% restocking fee.