

SERVICE TERMS AND CONDITIONS**SERVICE TERMS AND CONDITIONS (THE "AGREEMENT")**

If you would like a copy of this Agreement, please contact us at 905-5050202 or [info@integraservices.ca](mailto:info@integraservices.ca).

**IN CONSIDERATION** of the respective covenants and agreements of the parties and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is agreed as follows:

**Performance of Services and Fees**

1. Integra Mechanical and Air Ltd. ("we", "us" or "our") will perform certain services as quoted to you, or as agreed upon with our representative(s) (the "Services").
2. The fees payable in exchange for the Services are as quoted to you. All quotes are subject to the addition of HST and our prevailing rates for materials and parts required for us to perform the Services. If you did not receive a quote from us or we perform additional services at your request, you agree to pay for our services, and any materials or parts, at our prevailing rates. Our current rates, which are subject to change, are in the chart below. Please note the following:
  - Regular hours are defined as Monday – Friday 8:00 a.m. to 5:00 p.m;
  - For after hours and holidays, the rate is time and a half plus HST, double time plus HST on Sundays; and
  - Material and parts, as required, are sold separately to you. You may call us or ask our on-site technician for rates applicable to materials and parts.

SERVICE TERMS AND CONDITIONS

Service Call - Residential	\$140.00 +tax	Covers 1st hour and truck charge After: \$95 / hr
Service Call - Commercial no-contract	\$105 + \$40 truck charge	Hourly Rate: \$105.00 / hr
Service Call - Commercial w/ Contract	\$95 + \$40 truck charge	Hourly Rate: \$95.00 / hr
After Hours Weekday & Saturday - Residential	\$240.00	Covers 1st hour & truck charge After: \$142.50 / hr
After Hours Sunday & Holidays - Residential	\$400.00	Covers 1st hour & truck charge After: \$190 / hr
After Hours Weekday & Saturday - Commercial	\$325.00	Covers 1st hour & truck charge
After Hours Sunday & Holidays - Commercial	\$610.00	Covers 1st hour & truck charge
Furnace Clean	\$150.00 +tax	

3. This Agreement applies to all subsequent work or services we are asked to perform on your behalf, whether you re-enter this Agreement at the time such additional services are provided or not. It is your responsibility to ask for our prevailing rates and payment terms at the time you request such additional services.
4. Payment for our Services are due upon our invoice being issued to you. We may issue interim invoices where work is not completed in a single visit.
5. We may collect credit card and other payment information from you which is collected and stored via a third-party payment processor. You agree that we may change your credit card to pay for any outstanding invoices.
6. Under this Agreement, we are only providing the Services quoted to you or as agreed upon. Where we are unable to provide the Services, for any reason whatsoever, we shall be excused from doing so and be paid for any Services performed. Without limiting sections 13-19, if we are unable to perform any of our obligations under this Agreement, we shall not be liable to you for any damages or losses you may suffer.
7. By entering this Agreement, we do not guarantee any certain timeframe in which we will attend at your premises, perform the Services or repair your equipment.
8. In some cases, additional parts may be required to perform our Services under this Agreement. We try to locate a replacement part or an appropriate substitute as quickly as reasonably possible, but limited availability of certain parts may result in delays from time to time. In the event a part or materials are no longer available or we cannot obtain them at a commercially reasonable cost, we will not be responsible or liable for replacing parts or servicing your equipment.

**General Conditions**

9. You agree to provide us with reasonable means of access to the equipment being serviced. Where there is delay in accessing the equipment, we may bill for time spent waiting for such access at our prevailing rates.

SERVICE TERMS AND CONDITIONS

10. It is your responsibility to ensure all equipment being serviced is kept in a convenient, safe, sanitary and dry location free of any combustible or flammable materials or obstructions for servicing.
11. You agree that we are permitted to start and stop all equipment necessary to perform the Services. As such, you may experience downtime from the equipment.

**Representations by Customer**

12. You represent and warrant to us that:
  - a. You are lawfully authorized to enter this Agreement and permit us to provide the Services and attend on the premises in which the equipment is located;
  - b. You are responsible for all persons at the premises in which the Services are being provided;
  - c. Any equipment being serviced under the terms of this Agreement was originally installed and is used in accordance with the manufacturer's specifications;
  - d. You will pay all fees, parts, materials and service charges as set out in this Agreement or in the event you request additional services outside the scope of this Agreement, you agree to pay for any such additional services at our prevailing rates, as updated from time to time; and
  - e. All premises you have invited us on to are safe in all material respects and are insured against property damages and bodily injury.

**Limitation of Liability**

13. **WHILE OUR SERVICES ARE INTENDED TO REPAIR AND/OR HELP AVOID EQUIPMENT BREAKDOWNS, WE MAKE NO GUARANTEE, REPRESENTATIONS OR WARRANTIES THAT YOUR EQUIPMENT WILL CONTINUE TO FUNCTION PROPERLY.**
14. **IN THE EVENT YOUR EQUIPMENT BREAKS OR SUFFERS DAMAGE, YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR SUCH EQUIPMENT OR ANY DAMAGE. WE MAKE NO GURANTEE, REPRESENTATION OR WARRANTY THAT WE WILL BE ABLE TO FIX BROKEN OR DAMAGED EQUIPMENT.**
15. **YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE, HOWSOEVER CAUSED, FOR ANY EQUIPMENT OR BUSINESS INTERRUPTION LOSSES, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, REGARDLESS OF LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THOSE DAMAGES WERE FORESEEABLE OR NOT.**
16. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE, IN WHOLE OR IN PART, FOR ANY LOSS OR DAMAGES TO ANY PERSON OR PROPERTY CAUSED AS A RESULT OF (I) THE PROVISION OF OUR SERVICES, UNLESS SUCH SERVICES WERE PROVIDED IN A GROSSLY NEGLIGENT MANNER; (II) OUR FAILURE TO SERVICE ANY EQUIPMENT IN A TIMELY MANNER; AND (III) YOUR OWN NEGLIGENCE, OR CONTRIBUTORY NEGLIGENCE OR THE NEGLIGENCE OR CONTRIBUTORY NEGLIGENCE OF PERSONS YOU ARE RESPONSIBLE FOR AT LAW.**

SERVICE TERMS AND CONDITIONS

17. **IF YOU ARE DISSATISFIED WITH OUR SERVICE OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS OR AGENTS, THEN YOU MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.**
18. **IN ADDITION TO YOUR AGREEMENT TO NOT HOLD THE ABOVE ENTITIES AND PERSONS LIABLE, IN THE EVENT A COURT OR ARBITRATOR OF COMPETENT JURISDICTION DECLINES TO UPHOLD SAID CLAUSE, OR YOU OTHERWISE TAKE LEGAL ACTION AGAINST US, YOU AGREE THAT IN NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO OR IN ANY WAY ARISING FROM THE USE OF OUR SERVICES, OR IN ANY WAY RELATED TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU, BE MORE THAN THE AMOUNTS PAID BY YOU TO US (IF ANY), OVER THE PRECEDING SIX (6) MONTHS.**
19. **YOU AGREE AND ACKNOWLEDGE THAT WE WOULD NOT ENTER INTO THIS AGREEMENT OR GRANT ACCESS TO OUR SERVICES WITHOUT THESE RESTRICTIONS AND LIMITATIONS ON OUR LIABILITY.**

**Your Indemnification Obligations**

20. You shall indemnify and hold harmless Integra Mechanical and Air Ltd. and its officers, directors, employees, contractors and agents from and against all losses, claims, damages and liabilities whatsoever, including reasonable costs, charges and expenses in connection therewith, suffered, brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted, arising out of or in connection with:
  - a. Any breach of a representation or warranty made by you in this Agreement;
  - b. Any breach of your obligations arising under this Agreement;
  - c. Any unsafe work conditions on the premises in which we or our staff and contractors have been asked to perform services;
  - d. The acts, including the negligent acts and misconduct, of people you are responsible for at law; and
  - e. Your (or people you are responsible for at law) failure to comply with any applicable laws, rules or regulations.

**Scheduled Appointments**

21. You may terminate an appointment upon providing 24 hours' notice. Thereafter, a cancellation fee equal to 30 minutes of our technician's time, at our prevailing rates (plus HST), will apply.
22. You agree and acknowledge that in some cases we may need to reschedule or cancel service appointments for a variety of reasons. If we need to reschedule or cancel an appointment, we will try to provide reasonable notice to you.
23. Subject to section 21, either party may terminate this Agreement upon notice to the other party in writing. If we commenced work, you agree to pay for such work completed and parts or materials ordered on your behalf, prior to causing such termination.

**Provisions Surviving on Termination**

SERVICE TERMS AND CONDITIONS

24. Notwithstanding the termination of this Agreement, you agree that any provisions:
- a. Limiting our liability;
  - b. Imposing indemnification obligations on you;
  - c. Making representations or warranties;
  - d. Selecting the choice of law or dealing with dispute settlement;
  - e. Imposing payment obligations;
  - f. Which are necessary to give meaning to, or to interpret this Agreement; or
  - g. Which are necessary to give business efficacy to this Agreement, shall survive termination.

**Account in Default**

25. You agree that we have no obligation to continue to provide any of the Services or any additional services requested by you where your account with us is in default or past due.
26. You agree that we may charge an interest rate 2.5% per month, compounded monthly, in the event your account with us, whether arising under this Agreement or otherwise, falls past due.

**Law of the Contract (Governing Law) and Jurisdiction**

27. This Agreement, all documents incorporated by reference and your relationship with us shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, Canada (and any Canadian federal laws applicable therein), as such laws are applied to agreements entered into and to be performed entirely within Ontario.
28. You agree to irrevocably and unconditionally submit to the jurisdiction of the courts and tribunals of Ontario, Canada (including the Federal courts and tribunals as applicable therein) to settle any disputes arising out of or in any way related to this Agreement, all documents incorporated by reference and your relationship with us.

**Severability**

29. If any provision of these terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
30. Where a provision in these terms is found to be unlawful, void or for any reason unenforceable, a lawful or enforceable term, which best reflects the intention of the provision, as originally drafted, shall substitute where possible.

**No Construction Against Drafter**

31. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favouring or disfavouring either party by virtue of authorship of any of the provisions of these Terms.

**Assignment of this Agreement**

32. This Agreement shall enure to the benefit of and is binding upon the parties and their respective successors and permitted assigns. You agree that we may assign this Agreement

SERVICE TERMS AND CONDITIONS

to any successor or assignee, whether pursuant to the purchase of our business, the transfer of control of Integra Mechanical and Air Ltd., or otherwise.

**Waiver**

33. Our failure to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

**Privacy**

34. We use your personal and business information in accordance with our privacy policy (which is incorporated by reference as amended from time to time) and available on our website at [www.integraservices.ca/privacy](http://www.integraservices.ca/privacy).
35. Where you elect to provide us with an email address or phone number, you agree that we may send you commercial electronic messages. You may unsubscribe from such messages at any time by contacting us at 905 505 0202 or [info@integraservices.ca](mailto:info@integraservices.ca).

**Entire Agreement**

36. This is the entire Agreement between the parties relating to the matters contained herein and shall not be modified except in writing and signed by a duly authorized representative of Integra Mechanical and Air Ltd.