



14 Lavinia Street, Port Hope, Ontario L1A 2A6 905-373-2822

STANDARD TERMS AND CONDITIONS OF WORK

January 01, 2012

Dear Customers:

In an effort to satisfy various concerns and requirements of customers, as well as inform them as to the terms and conditions of contracting or hiring Brit-Lok to complete jobs or projects, Brit-Lok (Peter Brittain, owner and sole proprietor), has compiled the following Term and Conditions. This information is to be used to address any forms or policies you or your company may have in place for various compliances within your organization. These terms and conditions will be the sole information provided by Brit-Lok to address these forms and policies, and is to be placed on file, at your discretion, within your organization, to address these requirements or concerns. As the industry changes, I have found it necessary to make it understood that requests to do work for an individual or company, does not make Brit-Lok an employee of said entity. Brit-Lok is an independent contractor and it is therefore the responsibility of the company or individual hiring its services to adhere to Brit-Lok's terms and conditions as outlined in this document. .

By engaging Brit-Lok as an independent contractor to do a job or project it is understood that you have read this information and are agreeing to these terms and conditions and that these terms and conditions supersede all others. They are to be kept on file as reference and any changes or alterations to these terms and conditions require written authorization of Peter Brittain (owner and sole proprietor, Brit-Lok).

Business Information

Owner: Peter Brittain

Company name: Brit-Lok

Type: Sole Proprietorship

Business Number: 86671 2870

Address: 14 Lavinia Street, Port Hope, Ontario L1A 2A6

Phone Number: 905-373-2822 *Please note: Brit-Lok does not use a FAX number.*

Emails: info@brit-lok.com britlok.mobile@sympatico.ca

WebsWedite: www.brit-lok.com

INSURANCE AND SAFETY:

- Brit-Lok is covered by insurance for \$3,000,000 general liability on the job
- Brit-Lok is covered by insurance for \$2,000,000 vehicular
- Brit-Lok does understand that it must conform to the rules and regulations of Health and Safety as it applies to any given venue being worked within and as such will take the necessary steps to conform to these regulations.
- Brit-Lok does not have any employees, and as such does not have an account with the WSIB. Brit-Lok (Peter Brittain) understands that under this agreement between Brit-Lok and the company or individual hiring its services, that I (Peter Brittain) am not covered by said entity's Health and Safety policies or WSIB contract. Therefore, it is expected that this information is to be attached to any files to reflect such information.

- Brit-Lok maintains the highest standards of safety while on a job site and does not hold the hiring company or individual liable for any harm to Peter Brittain in the event of neglect by Brit-Lok at any venue. However, if any injury is inflicted to Peter Brittain or damage to any equipment belonging to Brit-Lok due to negligence by others, then appropriate compensation from those responsible for said damages or injuries will be required.

CONTRACTING TO INDIVIDUALS OR COMPANIES:

- Please note that Brit-Lok IS NOT a Sub Contractor to any company or individual. Brit-Lok is hired for a given job or project by a single company or individual, and as such, is responsible to that company or individual ONLY for direction and payment of the given job or project.

EMPLOYEES:

- Brit-Lok is a Sole Proprietorship company, and as such does not employ any persons to assist in the completion of work. As such, Brit-Lok does not have an account with the WSIB.
- Also, as Brit-Lok does not employ anyone on its jobsites, it does not require a Health and Safety Policy for the company. All measures will be taken to maintain personal work habits to conform to the Health and Safety regulations/policies required for any given venue.
- In the event that Brit-Lok does use other labour to assist in any project, it will be done through an outside labour company who covers said worker(s) under all necessary government regulations. Brit-Lok is therefore responsible to only that outside labour company for any arrangements in compliances to WSIB and any other insurance, as well as any Health and Safety Regulations and requirements/policies.

PAYMENT:

- Payment on any project is either due upon completion and presentation of the final invoice, or by any arrangements made prior to start of job in writing.
- Brit-Lok does not extend any payment options (such as 30 days net, etc). However, Brit-Lok does understand that it is necessary for the invoice to be processed, and therefore would expect that any projects in excess of \$5,000 be paid within 10 days of completion. This grace period does not extend to non-commercial jobs performed for small businesses or homeowners. In these cases, payment shall be made upon completion of work and presentation of final invoice.
- Brit-Lok does not authorize the hold back of any funds on a project unless agreed upon in writing between Brit-Lok and the individual or company that the work is being done for.
- It may be necessary for Brit-Lok to request a partial payment or down payment on a project, or make payment arrangements for several payments during completion of various stages of a project. In this case a schedule of payments will be agreed upon in writing before the project is initiated.
- If the customer, at any time during the project, decides to make modifications, or if Brit-Lok finds that additional work is required to complete a job, or if additions to a project are requested or required, then this work will be discussed and agreed upon in writing before any additional work is initiated, and a separate work order will be produced and signed to allow for this work and additional costs. No work will be done by Brit-Lok without the authorization of the hiring party.

WARANTEES AND GUARANTEES:

- Labour warrantee(s) on any given project or job will be for 90 days after substantial completion on workmanship of installation only.
- Manufacturers' warranties and guarantees extend to any and all equipment. Brit-Lok does not extend any additional warranties or guarantees, nor does it imply any warranties or guarantees of these materials beyond the manufacturers' warranties or guarantees. Replacement or repairs to equipment will be done through the manufacturers' normal procedures and policies.

- Brit-Lok has the right to charge labour should it if feel necessary to replace faulty equipment that has been installed, and that has failed due to a manufacturers defect.
- Brit-Lok will replace faulty equipment as quickly as is feasible, but does not necessarily keep all materials in regular stock. Brit-Lok will replace equipment within the scope and arrangements made with the manufacturer of the equipment, or the supplier of the equipment. Brit-Lok will not however take on any financial liability for the failure of, or replacement of the equipment, if it has been found to be defective by the manufacturer, or has been vandalized, or used outside of its intended function of use, or for any losses due to such failure or vandalism of said equipment.

ADDITIONAL INFORMATION:

- Trade license is not required for locksmithing purposes.
- Brit-Lok (Peter Brittain) IS NOT an employee of the person or company paying for its services. As such, the hiring entity will not be held responsible or liable for Brit-Lok's actions, other than that for which Brit-Lok was hired to perform. Also, Brit-Lok understands that it is not an employee of the hiring entity, and therefore it is not covered under the hiring individual or companies WSIB insurance, or any other insurance covering its employees. Brit-Lok does however assume that in the event of negligence on the part of the hiring entity causing loss or injury to Brit-Lok (Peter Brittain), that they will have sufficient resources to compensate for losses due to any fault on their part.
- If required, or specifically requested, Brit-Lok will make available or obtain WHMIS information on any product(s) used. Brit-Lok does not use any unusual chemicals within its scope of work.
- Personal Protection Equipment, will be used, as needed, on a per venue basis.
- These terms and conditions may be changed or modified as deemed necessary by Brit-Lok without notice. However, please see the date at the beginning of this document to ensure that the terms and conditions for work which you have requested are current.
- By accepting the signed work order, or by agreeing to have Brit-Lok engage in work for the individual or company, or by supplying Brit-Lok with a purchase order for work to be completed, the said entity will agree that this, along with any drawings, specifications and other relevant documents, will constitute the agreement between them and Brit-Lok, and will abide by the terms and conditions as set forth in this document, and will supersede all other terms and conditions. Brit-Lok will only comply to the terms and conditions as set forth by this document.
- There are to be no changes made to the work order or purchase order information without consent by both parties in writing.
- Once a Purchase Order is assigned, or the Work Order from Brit-Lok is accepted, the individual or company is required to fulfill its obligation to make payment to Brit-Lok for materials and work agreed upon to be completed. The individual or company is not permitted, due to circumstances affecting its operations, to cancel or defer payments to Brit-Lok, unless agreed upon in writing by Brit-Lok.
- Brit-Lok is always dedicated to giving its customers the best service capable. I also understand that under certain circumstances, it is necessary to work around the customers scheduling and obstructions to complete assigned work. Conversely, Brit-Lok is assuming that the customer will understand that as Brit-Lok is a sole proprietorship business and as I am the only person to do the work, that there is sometimes circumstances beyond my control that may at times delay completion of a project or job. As such, before any customer sees fit to re-assign work which was assigned to Brit-Lok to an outside company, it will contact Brit-Lok of said desire to do so, and will allow me to complete the said work within a reasonable time to satisfy the customer's needs. Brit-Lok will not assume any liability or costs associated with giving the work to another contractor, without being given fair and reasonable ability to complete the work itself.

- Once an agreement is made by the customer and Brit-Lok for delivery of any goods or services, then upon delivery of materials, or completion of services, the customer is obligated to pay for said materials and/or services upon receipt of invoice. The customer can not cancel services or materials without first agreeing upon this with Brit-Lok, in writing if Brit-Lok feels it necessary. If materials are delivered incorrectly due to some error, the customer will inform me of said error, and I will make any needed changes as quickly as is possible. As errors do sometimes occur, the customer will not be permitted to cancel the entire order due to this error. Again, I will do my best to get the proper materials to the customer in as quick a manner as possible. Once the materials have been accepted by the customer, they have the obligation to check these materials as soon as possible to ensure that they are correct. It is assumed that this will be done within 10 days of receiving said materials. Again however, if an error is found within a reasonable length of time, Brit-Lok will make arrangements to have the materials exchanged for the correct ones.
- Upon request, Brit-Lok will supply to the customer any invoicing information and required data or specifications on a particular job as deemed required by Brit-Lok. Brit-Lok will not make available any private company information such as, but not limited to, cost of materials, suppliers, etc. , unless it sees fit to do so.
- By hiring Brit-Lok to do work, you are authorizing said work to be completed, and that you are either the legal owner, or legally authorized, to make such arrangements for such work. It also certifies that you have the authority to order locks, keys, safe work, automotive work, labour or security work requested. Further, you agree to absolve Brit-Lok from any and all claims arising from the performance of such work and/or not to hold Brit-Lok responsible for any reason whatsoever. You also certify that there are no judgments and/or court orders or any other legal restrictions and/or proceedings that you are currently aware of preventing Brit-Lok from doing such work.
- By authorizing the requested work, **YOU AGREE TO ACCEPT THESE TERMS AND CONDITIONS, AND HAVE READ THESE TERMS AND CONDITIONS AND UNDERSTAND THEM.**