

TERMS AND CONDITIONS

1. This Agreement is intended for the sole, confidential and exclusive use and benefit of the Customer, and Breathe Easy Eco Solutions has no obligation or duty to any other party. Breathe Easy Eco Solutions accepts no responsibility for use by third parties.

2. Warranty:

(a) Mould remediation must encompass the entire premises, with the exception of the attic and/or garage.

(b) The source of any moisture intrusion, as outlined in the report, must be remedied or resolved within 30 days of the treatment and substantiated, in writing.

(c) In the event of a warranty claim, the Customer must agree to engage an independent and authorized third party to provide mould testing, and the results must be provided, in writing, to Breathe Easy Eco Solutions.

(d) The relative humidity throughout the house must generally be kept below 50%.

(e) All ventilation fans and ducting must be kept in good working order.

Provided the Preventative Measures to maintain a mould-safe condition are followed, if there is a recurrence of the same mould issue, in the same locations, Breathe Easy Eco Solutions will apply the treatment one (1) additional time without charge, said warranty to expire 10 years from the initial application. In the event that testing determines that mould was properly remediated following the initial treatment, Breathe Easy Eco Solutions is not obliged to provide any subsequent remediation.

In the event of any issue that may result in exercising this warranty, Breathe Easy Eco Solutions must be notified, in writing, within 30 days of noticing any prospective problem, so that a timely inspection can be made.

The warranty is void if anyone else or any other company treats or remediates the area that Breathe Easy Eco Solutions has treated and/or remediated.

3. The quote is based primarily on a non-invasive or visual inspection and additional work that may be uncovered during the work may result in additional charges which will be discussed with the Customer, and approved, prior to the additional work being performed.

4. Unless otherwise stated, Breathe Easy Eco Solutions' quote applies only if the air temperature is at least 10 degrees Celsius. If the temperature is lower than 10 degrees Celsius, additional charges may apply due to having to use extra product and/or for rental of heating equipment.

5. Breathe Easy Eco Solutions reserves the right to re-price and provide the Customer with a revised quotation for the work required in all instances where site conditions materially impact Breathe Easy Eco Solutions' ability to perform the agreed-upon scope of work.

6. Breathe Easy Eco Solutions' sales personnel and site crews are not authorized to negotiate or accept extra pricing for work not included in the quote. Estimates and any such arrangements are voidable at the sole discretion of Breathe Easy Eco Solutions. No representations shall be made other than the representations on the formal contract.

7. The Customer will provide full access to all areas that are to be treated.

8. The Customer shall provide, at no cost to Breathe Easy Eco Solutions, adequate lighting, power, heat, water, bathroom facilities and all utilities necessary for Breathe Easy Eco Solutions to perform its work. If any of these items are not available at the work site, the customer must notify Breathe Easy Eco Solutions in writing prior to the work being started, or additional charges may apply.

9. Although Breathe Easy Eco Solutions will take reasonable precautions to protect the building and contents from damage, the Customer is responsible for determining if any contents require additional protection from the treatment. It is recommended any such concerns must be discussed with an authorized Breathe Easy Eco Solutions representative prior to the treatment.

10. The Customer shall pay all of Breathe Easy Eco Solutions' collection costs on this account, including legal costs of collection, should it become necessary.

11. Breathe Easy Eco Solutions will maintain good standing with the Worker's Compensation Board and carry general liability insurance during the course of its operations.

12. Breathe Easy Eco Solutions will commence the contracted work as soon as possible on an agreed-upon date after the authorization to proceed has been signed. However, the performance of the service shall be subject to delay caused by strikes, lockouts, breakages, fires, unforeseen difficulties or Acts of God.

13. The Customer shall indemnify and save harmless Breathe Easy Eco Solutions of and from all claims, actions and demands of every kind and nature whatsoever, whether direct, indirect, consequential or otherwise, and howsoever caused, respecting which any person, firm or corporation may, can and shall have by reason of any act, omission or neglect of Breathe Easy Eco Solutions, its agents, servants, employees, officers or directors.

14. The Customer shall release and forever discharge Breathe Easy Eco Solutions of and from all claims, actions and demands of every kind and nature whatsoever, whether direct or indirect, consequential or otherwise, and howsoever caused including, without limiting the generality of the foregoing, damage to property, loss of business, injury to persons or animals, special and general damages.

15. Breathe Easy Eco Solutions shall supply labour and materials to complete the remediation in a good and workmanlike manner in accordance with Good Quality Standards and Practices.

16. The Customer, if not the registered owner of the Property, is responsible for obtaining the appropriate permission to have the work done under this Agreement and it is understood that Breathe Easy Eco Solutions is not responsible for procuring this permission.

17. In the event the Customer is not the registered owner of the Property, the Customer represents and warrants that he/she/it has the authority to authorize, on behalf of the registered owner or tenant, the remediation services.

18. The Customer and Breathe Easy Eco Solutions agree that in the event of a dispute, such dispute shall be resolved by a single arbitrator in accordance with *The Arbitration Act* of Manitoba.

19. This Agreement shall be binding upon and enure to the benefit of the parties hereto, and each of them, their respective heirs, executors, administrators and assigns.

20. Where the singular or masculine is used throughout this Agreement the same shall be construed as meaning plural, feminine or neuter, where the context so requires.

21. The parties hereto agree to do all things and execute such documents as may from time to time be required in order to implement the terms of this Agreement.

22. This Agreement shall be construed in accordance with and governed by the laws in force from time to time in the Province of Manitoba.