



Kambo Green Solutions Terms & Conditions

1. PROJECT SCHEDULE

Project Timeline is subject to the timely availability of products from Kambo's suppliers, access to the Client's buildings, and circumstances beyond Kambo's control. Kambo will work with the Client to arrange and confirm a project installation schedule that minimizes interference with the Client's operations.

2. WARRANTY

Materials and Equipment: The Client acknowledges and agrees that Kambo does not provide any warranty over material and equipment installed as part of the project, and the Client hereby releases Kambo from any future liability for such warranty claims. All material and equipment shall be as warranted only for periods set by the manufacturer and will be installed in a manner consistent with standard practices now. Kambo will ensure all applicable laws and building codes are adhered to and will take full responsibility for all permits required for installation.

In an event that a warranty claim is made on the materials and equipment, Kambo will act on behalf of the Client to ensure the claim is made properly and will act to resolve the warranty claim to reasonable commercial standards.

3. MARKETING

The Client hereby grants Kambo the right to market this project as a case study, which may include usage of any or all the following: the client logo, project site images, project details, project results. The Client grants Kambo the right to publish the marketing content on any or all its marketing channels including Kambo's social media, website, and webinars.

4. PROJECTED SAVINGS

The Client acknowledges and agrees that the projected energy and costs savings contained in this proposal are technical estimates based upon information obtained during the Energy Assessment, manufacturers' equipment energy consumption information as well as operational and other information Kambo obtained from the Client's representatives and employees. Kambo will utilize commercially reasonable efforts to ensure that its technical estimates are accurate, but actual energy savings may differ from the Annual Energy Savings if the information supplied to Kambo by the Client was inaccurate or for other reasons beyond

Kambo's knowledge or control. Kambo will not be responsible for higher than projected consumption because of incorrect information provided by the Client, incorrect consumption data provided by equipment manufacturers, changes in operations by Client and other factors such as changes in weather patterns. Similarly, Kambo will not be responsible for rebate amount changes by the Client's energy utility or changes in utility rates.

TERMS AND CONDITIONS Project cost is subject to unforeseeable factors during the installation by Kambo's electrician. Unforeseeable factors could include but are not limited to: hidden wiring issues, building code violations, access obstacles, safety issues, etc. If unforeseeable factors found during installation will result in significant cost overruns to meet the project scope, Kambo will provide the Client with written notice and an estimated additional cost. Kambo will not proceed without prior written confirmation from the Client.

5. UTILITY REBATE

BC Hydro retains the right to reject or revise rebate applications at its sole discretion. Kambo will complete all necessary rebate administration on behalf of the client to ensure rebates are optimized for the project.

BC Hydro rebates included in Kambo's Proposal are based on information available from BC Hydro rebate calculation tools on the date of the Proposal. The Client acknowledges that the final rebate value issued from BC Hydro may differ from the estimated amount in the Proposal.

Client agrees to grant permission for Kambo Green Solutions Inc. to act on their behalf as an agent with respect to applying for and administrating all aspects of BC Hydro rebate program applications.

6. INDEMNIFICATION

Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any indemnities, by reason of any claim arising out of or relating to any act or error or omission or misconduct.

7. FORCE MAJEURE

Kambo shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

8. CLIENT RESPONSIBILITIES

The Client is responsible for providing a safe environment during installation and ensuring that Kambo staff are made aware of any safety or other issues pertinent to the project and with completing the Recommended Upgrades on the Facility.

9. REQUIRED INFORMATION

To meet obligations, set out in this Agreement, Kambo requires the following is required within 5 business days of execution of this Agreement.

- Client's BC Hydro Account Number
- Client's GST Number