



# **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

With the client's consent, Kambo can create marketing material for this project including but not limited to a case study, which may include usage of any or all the following: the client logo, project site images, project details, project results. Kambo will publish the marketing content upon client approval, 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.

**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

Energy Efficiency Alberta 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.

Energy Efficiency Alberta rebates included in Kambo's Proposal are based on information available from Energy Efficiency Alberta rebate calculation tools on the date of the Proposal. The Client acknowledges that the final rebate value issued from Energy Efficiency Alberta 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 administering all aspects of Energy Efficiency Alberta 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.