
Standard Terms & Conditions – Service Project

1. Services to be rendered and materials to be furnished by *Black & McDonald Ltd.* shall be strictly limited to identified proposal (in header section). The Proposal may be amended, and the price adjusted accordingly, by mutual consent via an **ADDENDUM** to this Agreement.
2. *Black & McDonald Limited* agrees to perform all work in a careful, professional manner and to furnish materials of good quality.
3. *Black & McDonald Limited* warrants materials furnished and installed under this Agreement against defects in material to the extent and for the period such material is warranted to *Black & McDonald Limited* by manufacturer(s) or supplier(s) of same. *Black & McDonald Limited* warrants work performed under this Agreement against defects in workmanship for a period of one year (1) commencing on the date the Agreement Scope of Work has been completed. The *Customer* accepts the above warranties in lieu of any other express or implied warranty including any implied warranty of merchantability and fitness.
4. Paragraph 3 above notwithstanding, the *Customer* agrees that *Black & McDonald Limited* shall not be responsible or liable for any defect due to vandalism, abuse, improper operation, maintenance or modification of equipment or software by any party other than *Black & McDonald Limited* or its agent.
5. Unless otherwise provided for in writing, all work under this Agreement will be performed during *Black & McDonald Limited's* regular working hours, which are 8:00 a.m. to 4:30 p.m. Monday through Friday except holidays.
6. The *Customer* will provide reasonable access to all areas and equipment, and will allow *Black & McDonald Limited* to stop and start equipment as necessary to fulfill the terms of the project.
7. Unless otherwise specified in writing, the *Customer* agrees to pay all amounts due within thirty (30) days of date of invoice. Should the *Customer* fail to pay any amount due within such time, *Black & McDonald Limited* may at its sole option, suspend all work and/or warranty coverage without penalty or liability until all overdue amounts are paid, or cancel this agreement upon written notice, in which case all amount owed to *Black & McDonald Limited* by the *Customer* shall be immediately payable upon demand.
8. *Black & McDonald Limited* shall not be liable, or subject to any penalty, for any delay or interruption of work due to fire, flood, acts of God, or any other cause reasonably beyond the *Black & McDonald Limited's* control.
9. *Black & McDonald Limited's* liability for injury to persons or damage to property shall, in any event, be limited to that caused directly by its negligence, and *Black & McDonald Limited* shall not be liable, on any account, for any indirect, incidental or consequential damages, including but not limited to business interruption, inconvenience and loss of profits.
10. The **TERMS AND CONDITIONS** of this Agreement shall govern notwithstanding any purchase order or other document issued by Purchaser/Buyer/Customer.