

# Terms and Conditions

## Customer's Responsibilities:

In order to enable the installation and operation of the system, the customer shall be responsible for providing the following at their own expense: a) access to Accu-Lock and Security, its employees, agents or contractors, to the premises during Accu-Lock and Security's normal business hours and at such other times as may be agreed upon; b) continual electric supply to the system in accordance with the manufacturer's specifications as they may be amended from time to time by Accu-Lock and Security, c) Monthly testing of the system (or more often as Accu-Lock and Security may specify from time to time in writing) and prompt notice to Accu-Lock and Security should any defects be found in the course of such testing. Testing is to be done in accordance with the manufacturer's specification, or as otherwise specified by Accu-Lock and Security; d) Insurance coverage for the equipment for such risks as may be and are normally covered including protections against the usual insurable risks including fire, elements, acts of God, tampering and misuse; e). Proper maintenance and repair to all doors, windows and other portions of the premises: 1) Telephone services lines and facilities including where necessary, telephone coupler or jack or both; g) For installation purposes, lifting and replacing of carpeting if required by Accu-Lock and Security, repairs and replacements to walls, window frames and other parts of the premises and removal by the customer of any fixtures, equipment or furnishings which may interfere with wiring and installation of the equipment provided hereunder, and h) Safekeeping of all premises and goods during installation.

**WARRANTY:** All labour and material for newly installed systems is guaranteed to be free from defect for a period of (1) year. Accu-Lock and Security reserves the right to install substitute components of equal quality in its reasonable opinion. Extended warranty for parts and labour is available at additional expense. Any defective systems or losses, costs or damages shall be payable to the Customer. A service charge at the Accu-Lock and Security's prevailing rates at the time of service shall be made if the cause of the service call is not covered by the above warranty. If in its sole

discretion Accu-Lock and Security deems it necessary to remove the equipment or parts thereof to its premises for repairs, it shall endeavour to provide a replacement part or parts in order to permit the Customer's system to function but does not guarantee that this can be done in all cases. Any warranty does not cover batteries. The within warranty is the sole warranty given by Accu-Lock and Security to the Customer and all other statutory or other warranties, express or implied, are hereby expressly excluded. THE CUSTOMER EXPRESSLY AGREES THAT THERE IS NO WARRANTY GIVEN BY Accu-Lock and Security AS TO FITNESS OF THE ALARM SYSTEM OR MONITORING SERVICES FOR ANY PARTICULAR PURPOSE AND FURTHER THAT HE HAS NOT ADVISED OR MADE KNOWN TO Accu-Lock and Security ANY PARTICULAR LOSS OR DAMAGE HE MAY SUFFER OR INCUR AS A RESULT OF FAILURE OF THE COMPANY TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER.

LIMITATION OF LIABILITY: The customer agrees that Accu-Lock and Security is not an insurer and that Accu-Lock and Security is not assuming any risk of any damage, loss or injury that may result upon the failure of the alarm system to operate or from the failure of any monitoring of alarm signals to respond to same, in both events, for any reason whatsoever. The Customer also agrees that the system can fail for reasons beyond the control of Accu-Lock and Security or response from the municipal authorities or designated contacts can be slow or ineffectual. As such this system is a deterrent and does not provide complete or unlimited protection or protection in lieu of insurance coverage. The Customer's payment to Accu-Lock and Security is for equipment and for monitoring service only and not for protection or insurance. In the event of any loss or damage for any reason whatsoever Customer's sources of reimbursement are his/her own resources or property and liability insurers. The failure of the system function or for the recipient of any alarm signal to react properly, for any reason whatsoever (including Accu-Lock and Security's or its agents' or contractors' negligence or gross negligence or substantial or fundamental breach of this agreement), shall not give rise to any liability, for breach of contract, tort or otherwise, on Accu-Lock and Security's part except to return to the Customer payment of a reasonable value of its monitoring service fee in the year in which any such loss occurs or in the case of any equipment failure to the return of the market value of such equipment at the time loss which the parties agree constitutes a genuine pre-estimate of them of the Customer's potential damages and therefore agreed by Accu-Lock and Security and the Customer to be liquidated damages. Accu-Lock and Security WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY LOST PROFIT, ECONOMIC OR CONSEQUENTIAL DAMAGE OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PERSON. THE CUSTOMER ACKNOWLEDGES THAT AT THE TIME OF MAKING OF THIS AGREEMENT OR PRIOR HERETO, THE COMPANY HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OCCURRING. Without limiting the generality of the foregoing, in no circumstances shall Accu-Lock and Security be responsible for any loss, damage, costs or expense suffered by the Customer or any person claiming through him/her on account of, nor does any warranty given by Accu-Lock and Security cover any of

the following a) any error or omission in doing any act or providing any goods or services required to be done or provided by the Customer: b) damage to the equipment or any part of it, by reason of any action or omission of the Customer or his/her employees, servants, agents or contractors or by reason of any environmental condition including fire, water, wind, lightning or any other elements, any other act of God, fire, explosion, misuse, tampering, vandalism, water, steam or any other peril for which the Customer has insurance or which is usually insured by owners of premises similar to those of the Customer or any other cause beyond the control of Accu-Lock and Security; c) any false alarm assessment, tax, fee or other charge that has or may be imposed or authorized by any government body relating to the installation or service provided under this agreement or any refusal to respond, cancellation, or suspension by any police or law enforcement agency; d) power failure, power surges or variance or failure of telephone transmission lines or equipment; 3) tampering or attempted service to any part of the equipment, addition of equipment or other alarm monitoring systems by any person not authorized in writing by Accu-Lock and Security; f) misuses or malfunction of parts of the equipment not serviced by Accu-Lock and Security; g) failure of the Customer to properly arm the alarm system or any part thereof, or to properly close doors, windows or other protected points or to test and replace batteries as required or h) changes to the premises as a result of renovation, construction, decoration or other alteration, storage of goods or lack of maintenance which may affect the performance of the alarm system or any part thereof, i) any delay in obtaining replacement parts from any manufacturer or supplier thereof, j) any delay in providing any goods or services for any reason beyond the control of Accu-Lock and Security and, k) charges for service calls prompted as a result of any of the foregoing.

**SERVICE HOURS:** Service representatives will be dispatched only between the hours of 8 a.m. and 5 p.m., Saturday, Sundays and Holidays excepted. (Save in a situation deemed an emergency by Accu-Lock and Security). Service may be arranged at other hours subject to availability of personnel and upon payment of the appropriate fees for same.

**SECURITY INTEREST:** It is understood that until payment in full has been made of the total installation price, the entire system shall remain the sole property of the Company and in addition to other rights that it might have, Accu-Lock and Security shall have the right of access to the premises for the purposes of removing said system, notwithstanding that it may be attached to a building and Accu-Lock and Security shall not be responsible for any consequences resulting from such removal. Customer hereby grants to Accu-Lock and Security a security interest under the Personal Property Security Act in the equipment installed until payment in full. Any automatic dialing devices Installed belong to Accu-Lock and Security, which shall have the right to remove same or to deprogram communication, at any time when Accu-Lock and Security's monitoring service is discontinued. In the event that access is denied the Customer shall be liable to Accu-Lock and Security for current retail

value of replacing the system as well as any labour charges incurred in the removal of said system.

**Binding effect of Document:** This document when signed by the Customer and accepted by the Company's representative shall constitute a binding contract of purchase and sale of the equipment and the services described. If Accu-Lock and Security advises the customer to the contrary by written notice mailed within 15 calendar days following the date of this contract of its refusal to accept the terms and conditions outlined on the front page and back hereof, then it shall not be binding on Accu-Lock and Security and any deposit paid hereunder shall be returned to the Customer without interest or deduction. Where the Customer does not allow Accu-Lock and Security to begin work within three months after acceptance hereof by Accu-Lock and Security, Accu-Lock and Security may at its sole option cancel this contract and retain the amount of any deposit paid. In addition to any other right or remedy it may have, In the event that any cheque tendered for payment for any goods or services hereunder is not honoured, Accu-Lock and Security may cancel this agreement and retain any money paid hereunder as liquidated damages and not as penalty.

**ASSIGN-ABILITY OF AGREEMENT:** Neither this agreement nor Accu-Lock and Security's monitoring service are transferable without the Accu-Lock and Security's written consent to same. The Customer shall provide not less than 30 days notice of any proposed transfer. Should the Customer vacate the premises, or assign or attempt to transfer or assign its rights under this agreement or Accu-Lock and Security's monitoring service then Accu-Lock and Security may at its sole option suspend monitor service without notice or terminate this agreement, without prejudice to its rights to collect all amounts owing hereunder and in addition to any other remedy it may have. Accu-Lock and Security shall have the right to assign this agreement at any time without consent of the Customer. In such event, the Customer shall deal with, look for the performance of this agreement to and have any remedies for breach of this agreement against the assignee only and Accu-Lock and Security shall, upon such assignment, be released from any obligation to the Customer hereunder.

**SUSPENSION OR CANCELLATION OF MONITORING SERVICE:** If Accu-Lock and Security's alarm monitoring station is destroyed or damaged or ceases operation for any cause or if, due to the Customer's acts or omissions, (including failure to follow Accu-Lock and Security's recommendations for use and testing, repairs or replacement of the system or any part thereof) it is impracticable in the Accu-Lock and Security's sole opinion to continue service then Accu-Lock and Security may cancel monitoring service without notice and it shall not be liable for any damages as a result of terminating such services except for a refund of any fees paid for any period after the date of cancellation.

**SUSPENSION OR CANCELLATION BY POLICE AGENCIES:** If local police or law enforcement authorities refuse to respond to calls pertaining to the Customer or any location serviced by Accu-Lock and Security or suspends response for any reason, including but not limited to excessive

numbers of false alarms, regardless of source, this agreement shall not be terminated or suspended by Accu-Lock and Security shall continue to provide monitoring services and shall, in response to alarm signals, notify the Customer's private security service or other person designated, if any, local calls only.

**RENEWAL OF MONITORING SERVICE AGREEMENT:** The Customer agrees to continue the monitoring service and to pay for same at Accu-Lock and Security's prevailing rates from time to time for a period indicated on the front and thereafter from year to year until cancelled by the Customer in writing. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 50% of the monitoring charge remaining to be paid for the unexpired term of the agreement as liquidated damages and not as penalty.

If the amount of any price increase for monitoring service is greater than the percent increase in the Consumer Price Index for Canada for the period or periods covered, then Customer may cancel the service when the proposed increase takes effect by sending written notice to Accu-Lock and Security within 30 days of the sending of notice of such increase. Failing cancellation, service shall continue at the increased price, all other conditions and terms remaining the same.

The customer shall pay, in addition, the cost of any identification cards requested after initial set-up; any additional attendances to train the customer on the use of the system after initial set-up service charges not covered by the warranty as aforesaid, any false alarm assessments, taxes, fees or charges that are imposed by any government authority, and any increase in charges to Accu-Lock and Security for telephone or other facilities required for transmission of signals.

**SUSPENSION OR CANCELLATION FOR NON-PAYMENT:** Accu-Lock and Security may forthwith suspend or cancel monitoring service without notice if any payment is overdue or any cheque not honoured, in addition to any other right or remedy it may have.

**ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and no changes can be made, save in writing and signed by both parties. The parties agree that there are other conditions agreed to, representations made or warranties given in connection with the making of this agreement or pertaining to the goods or services provided by Accu-Lock and Security hereunder, expressed or implied. NO PERSON OTHER THAN A DULY AUTHORIZED SIGNING OFFICER OF Accu-Lock and Security IN PARTICULAR NO SALES REPRESENTATIVE OR CONSULTANT HAS ANY AUTHORITY TO AMEND, WAIVE, SUSPEND OR IN ANY WAY ALTER ANY OF THE PRINTED TERMS OR CONDITIONS HEREIN CONTAINED OR TO MAKE ANY PROMISE, REPRESENTATION, CONDITION OR WARRANTY NOT PROVIDED HEREIN, THE TERMS AND CONDITIONS HEREIN PRINTED SHALL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER LETTER OR DOCUMENT SUBMITTED BY THE CUSTOMER HEREWITH.

**INTEREST:** The Customer shall pay interest on all amounts due to Accu-Lock and Security at the rate of calculated daily and compounded annually from the date such amounts become due to the date of payment.

**LIABILITY:** If more than one person signs this agreement as a Customer then the rights, obligations and responsibilities of all such persons hereunder shall be joint and several.

**COSTS:** The Customer agrees to pay all costs incurred by Accu-Lock and Security (including lawyers fees on a solicitor and client scale) for collection of any amount owed by the Customer to Accu-Lock and Security or for repossession of any equipment or for remedy of any breach of this agreement or any attempt to do so.

**AGREEMENT READ IN CONTEXT:** Personal pronouns shall be deemed to include the singular, plural, masculine, feminine and neuter as the context requires in each case, and when applied in the plural, shall apply to such parties jointly and severally. Headings or marginal notes form no part of this agreement and are inserted for convenience of reference only.

**SEVERABILITY:** If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, such provisions shall remain in full force and effect.

**JURISDICTION:** It shall be governed by the laws of the Province of Ontario and parties submit and attorn to the jurisdiction of the courts of the province for all purposes of enforcement and interpretation of the same.