



CLIENT AGREEMENT OF SALE

1. ACCREDITED INSPECTION BODY

ENEFEN is an accredited Type C Inspection Body (IB), authorized by the Standards Council of Canada (SCC) to perform both design and field approvals of installed and operational one-of-a-kind fired appliances, according to ISO/IEC 17020:2012 and ASB_RG_IBAP_2017-03-13.

2. CONFIDENTIALITY

All client reports and data are confidential except in the event that the client does not own the subject equipment in which case the owner will be entitled to full access to reports and technical data.

3. LIMITATION OF LIABILITY

This limitation shall apply unless specified otherwise in writing. ENEFEN shall not be responsible for the acts and workmanship of the employees, contractors, sub-contractors or agents of the purchaser. ENEFEN shall not be liable to the purchaser for any loss or injury to persons or property caused in whole or in part by the negligence of the purchaser, its employees, contractors, suppliers or their employees, agents or subcontractors. In no event shall ENEFEN be liable for special, indirect or consequential damages.

4. PAYMENT

These payment terms shall apply unless specified otherwise in writing:

- Net 30 days after receipt of invoice;
- All single stage reports invoiced 100% on delivery of report;
- All multistage reports invoiced 100% on completion of last phase, but not later than 30 days after the completion of the first phase. Projects longer in duration than 30 days will be invoiced in monthly progress payments;
- Full payment may be required before work can be started for new clients.

5. ADDITIONAL COSTS

Extra charges may apply for these cases:

- Travel to remotes sites;
- Where special travel arrangements are necessary;
- If upon inspection documentation is found to be incorrect;
- If documentation is incomplete;
- If expedited project processing and priority inspection is requested;
- When resulting work exceeds our normal reasonably allotted scope or time required;
- Additional shop/field inspections or re-inspections;
- Multiple reviews due to design changes necessary to bring design to Code.

Hourly charges will be based on our Regular Work Hourly Rate. Overtime in excess of 8 hrs/day or 40 hrs per week, or holiday work will be charged at 150% of this rate.

6. CANCELLATION OR DELAY OF ORDER

All cancelled or delayed projects will be invoiced to cover all costs incurred and will include any other costs which may apply.

7. REPORTS

Any claims of conformance by ENEFEN, whether written or verbal, arising from system evaluation shall not be considered final and effective until a Final Approval report signed by our Responsible Personnel is issued and the rating plate is attached to your equipment. ENEFEN retains any and all rights of ownership of ENEFEN's concepts, ideas, inventions, techniques, processes, source code, patents, registered trademarks or copyrights used in preparing our reports and providing services to the client. Only the client is authorized to copy or distribute ENEFEN's reports and then only in their entirety, and the client shall not use the reports in a misleading way.

8. STANDARD DRAWINGS

Our standard drawings include the minimum requirements to meet governing regulations. It is the client's responsibility to provide any additional safety devices that may be deemed necessary for your application.

9. DELIVERY

Field inspection and report delivery dates are estimated based on ENEFEN's current schedules. ENEFEN shall not be responsible for any additional costs, consequential damages, or damages of any nature caused by changes in such dates or schedules.

10. INACTIVE APPROVAL PROJECTS

Any non-conformances found at the field inspection will require corrective action from you. Delay of more than 30 days and/or change of scope or appliance may incur additional costs.

11. CERTIFIED PRODUCT INCIDENTS, SAFETY CONCERNS AND RECALLS

ENEFEN is obligated under the law to report to appropriate authorities and to the SCC any product incidents, product safety concerns or product recalls involving certified products / installations. All such notices will be posted on the SCC website.

12. COMPLAINTS & APPEALS

As part of our Quality Management System ENEFEN has a process to document and promptly address any complaints regarding an inspection project as well as any complaint resolution that has been rejected and appealed. SCC shall be the final level of appeal in any resulting disputes regarding conformance with accreditation criteria and ENEFEN shall abide by all SCC decisions. The client will be responsible for:

- Keeping a record of all complaints relating to a product's compliance with the relevant codes and standards, and to make these records available to ENEFEN when requested;
- Taking appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the inspection requirements;
- Documenting the actions taken; and,
- Providing access, upon request, to an SCC team to witness ENEFEN's team perform an inspection of the client's site.

13. HAZARDOUS CONDITIONS & NON-CONFORMING PRODUCTS

ENEFEN as an SCC accredited IB is required under the terms of its accreditation agreement to have its clients comply with appropriate SCC requirements related to taking corrective action for non-conforming appliances and installations as follows: In the event of the field approved appliance becoming unsafe to operate or found to be non-conforming, you agree to notify ENEFEN as soon as possible and to take appropriate action to correct the hazard or non-conformance. Such action may include repairing the appliance to achieve conformance with field approval requirements. You may also choose to remove the ENEFEN field approval/rating plate and cease using the appliance. In case of an unsafe condition, which may pose an immediate danger to personnel, the public, property, or the environment, ENEFEN is obligated under the law to report such condition immediately to the owner's representative and/or to appropriate authorities. Furthermore, all accidents involving injury requiring professional medical attention, fatality, or property damage exceeding \$250 must be under the law reported to the appropriate authorities. In case of non-conformance of the appliance or any of its components you agree to correct such non-conformance as soon as possible and advise ENEFEN of the action taken. Non-conformance could for example be when a previously approved appliance becomes hazardous due to a component recall, an appliance which bears an altered field approval/rating plate, an appliance which continues to bear a field approval rating plate after field approval has been rescinded or an appliance which is in violation of the field approval agreement. In some cases, a re-inspection and re-approval of the appliance may be required.

14. GOVERNING CONDITIONS

The laws of Alberta, Canada shall apply.

This agreement complies with ISO17020-2012 5.1.5 and ISO/IEC 17030.

Client's commencement of request for ENEFEN to do the scope of work is deemed as having accepted ENEFEN'S Client Agreement, including but not limited to submission of the online Client Agreement.

Project Authorization

I, the undersigned, agree to the Terms & Conditions as set forth above and recognize the responsibilities we have in working with an accredited inspection body.

Company Name _____

Contact Information _____

Name / Signature _____

Position _____

Purchase Order or Reference No. _____

Date _____

Please return this signed form and project documentation to projectquery@ENEFEN.com.