

**PMA TERMS AND CONDITIONS**

Unless otherwise stated herein the following definitions apply:

AIR CONTROL CENTRAL means 2351911 Ontario Inc. o/a AIR CONTROL CENTRAL.

CUSTOMER shall mean Company or Name on the face of this Contract.

1. Air Control Central shall maintain such insurance as will protect it and the Customer from claims for property damage, personal injury, death, and claims under the "Worker's Compensation Act" or any similar legislation which may arise from its operation under this agreement.
2. Unless otherwise specified herein any work performed by Air Control Central does not include any repairs to or replacement of defective, worn, or damaged parts. If the event that such repairs or replacements are necessary, they will be brought to the Customer's attention. Such work will be done by Air Control Central only on receipt of an official purchase order from the customer. Unless otherwise agreed by Air Control Central all work performed pursuant to the provisions of this Paragraph will be billed to the Customer on a time and material basis.
3. It is understood in performing this work that all responsibility on the part of Air Control Central will cease to exist if:
  - 3.1. The equipment is not operated according to manufacturer's written instruction and in absence of such written instructions according to Air Control Central's instructions and/or Governing Code(s) and Regulation(s).
  - 3.2. The equipment has been tampered with or damaged by others.
  - 3.3. Any forces other than those of Air Control Central make any repairs, alterations or additions unless prior approval has been given by Air Control Central to do so.
4. Air Control Central will not be responsible for expenses incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of any work covered herein. Nor shall Air Control Central be held liable for any loss or damage due to delay in furnishing labour or material caused by reason of strikes, or labour trouble affecting its employees or employees of its suppliers, delays in transportation; delays caused by priority or preference rating on orders or regulations established by any Government authority; or by unusual delays in procuring the supplies or for any other cause beyond its reasonable control.
5. A copy of work orders signed by the Customer at each inspection(s) will be left with the Customer and will contain any recommendations for repairs.
6. This agreement covers only the equipment listed herein. Ductwork, water, drain or waste lines, gauges, electrical feeders, circuitry switches or fuses, any recording or portable instruments and any other appendage or feeders to or from the equipment are excluded unless otherwise stated in writing.
7. Warranties on any material supplied by Air Control Central extend only to that of manufacturer. Should any materials prove defective after being installed by Air Control Central and while still under warranty they will be exchanged on a "No Charge" basis or at such other exchange charge(s) as may be made to Air Control Central by the manufacturer, but any replacement costs for labour and/or expenses will be charged to the Customer.
8. Air Control Central is to be provided at all times with free access to any equipment covered under this Contract. Failure to do so will make the Customer liable for any additional costs which might be incurred by Air Control Central in the course of this work.
9. Unless otherwise stated herein, all labour will be performed during normal working hours: i.e. 8:00 a.m. to 4:30 p.m. Monday to Friday inclusive. The current hourly rate schedule may be ascertained upon request. Overtime rates will be charged as follows:
  - 9.1. 5:00 p.m. to 7:30 a.m. at time and one-half (Monday to Friday inclusive)
  - 9.2. Saturday at time and one-half
  - 9.3. All Sunday and holiday at double time
  - 9.4. Room, Board and Mileage (if applicable) will apply at our current rates. (Rates available upon request)
10. Payment terms and net thirty (30) days from date of invoice. All past due items will be subject to a two percent (2%) per month service charge until paid.
11. It is agreed that Air Control Central will retain title to any equipment or material that may be furnished until final payment is made, and if settlement is not made as agreed, Air Control Central shall have the right to remove same and Air Control Central will be held harmless for any loss or damage resulting from the removal thereof.