

## Terms & Conditions

### 1. Facilities

The facilities identified by the Applicant in Schedule "B" are subject to the terms and conditions of the Continuous Safety Services ("CSS") program as contained herein.

### 2. Applicant's Obligations

#### a. Compliance

The Applicant agrees to comply with all provisions of the Ontario Electrical Safety Code (the "Code") including filing applications for inspection for electrical work beyond the scope of work covered by the CSS program as provided in the Code. The Applicant acknowledges that the CSS program does not alleviate the Applicant from any legal obligations nor does it allow for any deviation from any legal requirements under the Code or the *Electricity Act, 1998*.

The Applicant agrees to comply with all provisions of the CSS program as provided in the application and these Terms and Conditions.

#### b. Inspector Access and Authority

The Applicant agrees to provide the Electrical Safety Authority ("ESA") Inspector(s) access to their facilities and to the corresponding electrical systems, electrical equipment, electrical devices and other things that are relevant to the inspection;

The Applicant will provide a person knowledgeable of the maintenance activities to accompany the Inspector at each of the facilities being inspected; and

The Applicant will permit the recording of information, including but not limited to photographic records, as required by the Inspector during the inspection process.

#### c. Record of Electrical Work

The Applicant is required to record all electrical maintenance work conducted at the facilities in a format acceptable to ESA in accordance with Rule 2-003 of the Code. Any work not recorded in this manner is considered outside the scope of the CSS program. Applicants using their own internal recording system must provide copies of ALL electrical maintenance work to ESA upon request.

#### d. Ownership of Maintenance Records

The Applicant agrees that the ESA retains ownership of any record logbook system provided to the Applicant and may request these records as required.

#### e. Correction of Defects

The Applicant agrees that all hazards, including deficiencies or situations of non-compliance with the Code, as identified and reported by the ESA will be remedied on a timely basis in accordance with Rule 2-018 of the Code and as required by the ESA. Any non-compliance with the Code identified by ESA as Life and/or Property hazards shall be remedied immediately and the repair status reported to ESA within 14 days.

#### f. Equipment Stoppage

The Applicant understands the ESA may require that electrical systems or equipment be stopped or de-energized in order to conduct an inspection. ESA will confer with the Applicant prior to taking such action except in the circumstances where, in the opinion of the ESA Inspector, the system or equipment poses a serious safety hazard in which case the ESA Inspector may require immediate stoppage or de-energizing of the electrical system or equipment.

#### g. Terms of Payment

Net 30 days from the invoice date.

Overdue amounts will be subject to late payment charge of 1.5% per month which equals an effective annual rate of 19.56%.



## Continuous Safety Services Program

### 3. ESA's Obligations

#### a. Inspections

The ESA will periodically inspect to the standards as prescribed by the Code the facilities listed in Schedule "B" in accordance with the electrical work identified in the logbook system provided or as agreed to by the ESA

#### b. Visual Review

ESA Inspectors will conduct a visual review of the work recorded by the Applicant.

#### c. Reporting

The ESA will provide a report to the Applicant on non-compliance(s) and non-conformance(s) with the Code as identified by the Inspector at the time of inspection.

#### d. Confidentiality

The ESA will maintain confidentiality of the Applicant's information in accordance with its Access and Privacy Policy.

### 4. Fees and Payment

The Applicant agrees to pay the ESA fees in accordance with the fee schedule set forth in Schedule "A" attached hereto.

### 5. Liability

The ESA does not warrant or guarantee through its inspection process the identification of all defects or non-compliances with the Code. In no event shall the ESA be liable under the CSS program or otherwise for any damages whatsoever arising out of or related to its inspections, including but not limited to special, indirect, incidental, punitive, exemplary, consequential damages or loss of profits or loss of use of any property.

### 6. CSS Program Membership Term

The Applicant's membership in the CSS program will commence on the date shown in Schedule "A" and shall continue until terminated in accordance with these Terms and Conditions.

### 7. Termination

Membership in the CSS program is not guaranteed. The ESA reserves the right to terminate the CSS membership immediately without notice in the event the Applicant has breached these Terms and Conditions. Either party may terminate the CSS membership for any reason whatsoever with thirty (30) days prior written notice. The Applicant will pay to ESA all outstanding fees prorated to the date of termination.

***These Terms and Conditions are non-negotiable. ESA reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time without notice. The Applicant's continued participation in the CSS Program following the posting of any changes to these Terms and Conditions will constitute acceptance of those changes.***