

Terms and Conditions

General

All goods and services are subject to HST (13%), which is not included in the estimate. Evolta Electric Inc. carries liability insurance and ensures that all team members, contractors, and subcontractors hold valid WSIB coverage. ESA Licence No.: 7015518. See Article A for Residential Specific Terms and Conditions. See Article B for Commercial Specific Terms and Conditions.

1. These Terms and Conditions, together with the applicable estimate or project agreement and the applicable Addendum, constitute the final and complete expression of the agreement between the parties. They supersede and replace all prior agreements, arrangements, and communications, whether written or oral. Quote pricing is valid for 15 days from the date of issue.
2. Indicating 'Accept' on the estimate and payment of any applicable deposit constitutes authorization for Evolta Electric Inc. to proceed with ordering products and materials associated with the project as itemized in the estimate.
3. Pressing 'Accept' denotes acceptance of all terms herein. The client confirms that this action represents their electronic signature and is legally binding.

Estimates and Scope

4. This is an estimate, not a binding quote. Any time the service provider spends completing work above that specified in the estimate will appear on the final invoice. For any labour amount that exceeds 15% above the estimated labour, Evolta Electric Inc. will issue a change order for the client to review and approve before proceeding.
5. A change of scope requested by the client will be in addition to the original estimated price and will be reflected in a separate change order.
6. For work outside the City of Ottawa, Evolta Electric Inc. charges \$0.62/km for the service provider's travel fee.
7. All project dates are approximate only. Evolta Electric Inc. will make every reasonable effort to deliver on schedule and to notify the client of any foreseeable delays.
8. For any products and/or projects accompanied by drawings, the client's final sign-off and initials on each page are required and represent specification and design approval.

Delivery and Materials

9. Evolta Electric Inc. will make all reasonable efforts to meet scheduled delivery timelines but will not be responsible for delays caused by unforeseen events, including supplier delays, transportation disruptions, or customs clearance.

10. Evolta Electric Inc. retains ownership of all merchandise supplied to the client until full payment for such merchandise is received.

11. Natural products have distinct variations; therefore, installed materials may not be identical to samples. Evolta Electric Inc. will attempt to replicate samples but cannot be responsible for results that differ due to natural material composition.

Tariff and Material Cost Adjustment

12. In the event that any new tariffs, duties, trade restrictions, or other government-imposed fees are enacted, or existing ones are modified after the execution of this Agreement, which directly impact the cost of materials required for performance of the work, Evolta Electric Inc. shall be entitled to an equitable adjustment in the Contract Price. The adjustment shall reflect the verified increased cost of affected materials, including but not limited to electrical components, wiring, fixtures, and related supplies.

Evolta Electric Inc. will provide the client with reasonable written documentation evidencing the impact of such tariffs on material costs. Upon submission of such documentation, the parties shall negotiate in good faith to determine an appropriate adjustment. If the parties cannot reach agreement within 14 days, the matter shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

This clause applies to all materials procured by Evolta Electric Inc. or its subcontractors for the duration of the project, regardless of whether such materials were originally estimated or included in the initial Contract Price.

Subcontractors

13. Evolta Electric Inc. maintains the right to engage approved third-party subcontractors for the completion of agreed-upon work. All subcontractors engaged by Evolta Electric Inc. will hold valid WSIB coverage and appropriate licensure. Evolta Electric Inc. remains responsible for the quality and standard of work performed by its subcontractors.

ESA and Regulatory Compliance

14. All Electric Vehicle (EV) charger quotations are subject to review of the customer's historical hydro usage data. Any alterations required to ensure compliance with the Electrical Safety Authority (ESA) will be provided as a change request. Evolta Electric Inc. will conduct this review within 5 business days of receiving the required hydro data. Rejection of required scope changes by the customer will void the original quotation.

15. The client must allow Evolta Electric Inc. to coordinate the final ESA inspection when required. The customer must provide adequate access to the site on the scheduled inspection date. Failure to provide access may result in additional ESA fees, which will be the customer's responsibility.

Site Conditions

16. Clients are responsible for providing suitable access and appropriate site conditions for the duration of the project, including maintaining appropriate humidity levels and temperature control where applicable. Evolta Electric Inc. will not be responsible for damage to materials or products on-site due to power failures or events outside its reasonable control.

17. Work may be suspended or cancelled by Evolta Electric Inc. at any time due to causes beyond its control (e.g., fire, theft, natural disasters). Evolta Electric Inc. will be paid for all work completed to the point of such event.

18. Evolta Electric Inc. will exercise due diligence in handling any existing items on-site. Due to the nature of construction work, Evolta Electric Inc. is not responsible for the removal, reinstallation, or incidental damage to existing items. Should a client request that items be moved, un-installed, or re-installed on-site, Evolta Electric Inc. retains the right to charge for any additional labour and materials resulting from such requests.

19. If asbestos or mold is detected: Asbestos may be present in buildings constructed prior to 1981. Disturbing asbestos-containing materials may cause fibres to become airborne. Large mold contaminations (Level 2 or above) will require testing and remediation by qualified professionals. If detected, Evolta Electric Inc. may assist the building owner in engaging appropriate specialists to conduct remediation in compliance with applicable Federal, Provincial, and Municipal regulations before work proceeds.

Limitation of Liability

20. To the maximum extent permitted by applicable law, Evolta Electric Inc.'s total aggregate liability to the client for any claims arising out of or relating to this Agreement — whether in contract, tort, negligence, or otherwise — shall not exceed the total amount paid by the client to Evolta Electric Inc. under the applicable project agreement.

21. In no event shall Evolta Electric Inc. be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of revenue, or business interruption, even if Evolta Electric Inc. has been advised of the possibility of such damages.

22. Nothing in this Agreement limits liability for damages caused by Evolta Electric Inc.'s gross negligence or wilful misconduct.

Dispute Resolution

23. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter through good-faith negotiation between senior representatives of each party within 14 days of written notice of the dispute.

24. If the dispute is not resolved through negotiation within 14 days, either party may refer the matter to mediation administered by a mutually agreed-upon mediator. The cost of mediation shall be shared equally between the parties unless otherwise agreed.

25. If mediation fails or is declined by either party, the dispute shall be resolved by binding arbitration or, at Evolta Electric Inc.'s election, by a court of competent jurisdiction in the Province of Ontario. All proceedings shall be governed by the laws of Ontario.

26. Any action for breach of warranty or any other breach of contract must be commenced by the client within one (1) year after the cause of action has accrued.

Privacy and Data Handling

27. In the course of providing services, Evolta Electric Inc. may collect personal or organizational information including, but not limited to, contact details, property address, and historical utility consumption data (including Green Button XML or equivalent). This information is collected solely for the purpose of scoping, designing, and delivering the agreed-upon services.

28. Evolta Electric Inc. will not sell, share, or disclose client information to any third party except:

(a) as required to perform the services (e.g., ESA submissions, utility interconnection applications); (b) as required by applicable law or regulatory authority; or (c) with the client's express written consent.

29. Evolta Electric Inc. retains client data for a minimum of seven (7) years in accordance with standard business and tax record-keeping obligations. Clients may request access to or deletion of their data (subject to legal retention requirements) by submitting a written request to info@evoltaelectric.com.

Warranty

Workmanship for services and/or installations provided by Evolta Electric Inc. is warranted to be free from defects for a period of one (1) year from the date of completion, subject to the following terms.

Terms of Warranty

1. This warranty is valid only if Evolta Electric Inc. has been paid in full for the workmanship in accordance with the contract documents.

2. This warranty does not cover personal injury or property damage arising from the use of any products or materials furnished, or from any method of connection with the work.

3. This warranty is void if any modifications or changes are made to the products or materials used in connection with the work without the prior written consent of Evolta Electric Inc.

Exclusions

4. Damage caused by client negligence, intentional misuse, or failure to properly maintain the work.
5. Damage caused by conditions beyond Evolta Electric Inc.'s control, including acts of God (floods, lightning, etc.), war, civil unrest, or governmental regulation.
6. Any changes or modifications to the work performed by anyone other than Evolta Electric Inc.'s authorized representatives.
7. Defects in products supplied by the client or any third-party vendor not sourced through Evolta Electric Inc.
8. Costs associated with the removal and/or reinstallation of the work in connection with a warranty repair.

Claims

9. All claims under this warranty must be submitted in writing within 30 days of the defect becoming apparent, accompanied by proof of purchase and photographic evidence.
10. Evolta Electric Inc. must be given a reasonable opportunity to investigate all claims and remedy any defects found. Evolta Electric Inc. reserves the right to inspect the work in question and determine, in its sole reasonable discretion, whether the workmanship is defective.
11. Failure to provide timely written notice as set out in Clause 9 will void this warranty.

Resolution

12. In the event that a defect is confirmed, Evolta Electric Inc. will have a reasonable time, not to exceed 30 days (subject to product availability), to remedy the problem.
13. Replacement products, if required, will be of the same type, quality, and function as the original, unless otherwise mutually agreed in writing.

Non-Transferable

14. This warranty is non-transferable and shall be void if ownership of the property on which the work was performed is transferred to another party prior to expiration of the warranty period

Article A- Residential Addendum

Deposit

1. A deposit of 30% of the estimated contract value is required in order to book the job. The deposit will be applied against the final invoice.
2. If the client cancels the project after paying the deposit, the following fees will be deducted from the deposit prior to any refund: (a) a project administration fee of \$150.00; (b) a project management fee equal to 5% of the estimated contract value; and (c) any non-recoverable costs for materials ordered or work commenced. The remainder of the deposit, if any, will be refunded to the client within 14 business days.

Cancellation

3. If the client cancels an accepted estimate with less than 48 hours (two business days) remaining before the agreed-upon start time, Evolta Electric Inc. reserves the right to charge a cancellation fee equal to 10% of the estimated contract value, with a minimum of \$250.00.
4. The client will be charged up to 100% of the cost on all custom and special-order products, regardless of the cancellation timing.

Progress Billing

5. For residential projects with an estimated contract value of \$5,000 or more (excluding HST), Evolta Electric Inc. may structure billing as a series of progress payments rather than a single invoice upon completion.
6. The progress payment schedule — including the number of payment stages, the percentage or dollar amount due at each stage, and the milestone or date triggering each payment — will be set out in the estimate. The client's acceptance of the estimate constitutes acceptance of the progress payment schedule as defined therein.
7. Each progress invoice is due and payable within 30 days of receipt. Evolta Electric Inc. reserves the right to suspend work if a progress payment is not received within 30 days of the invoice date, without prejudice to any other rights or remedies available.
8. The final progress payment is due upon substantial completion of the work, defined as the point at which the work is sufficiently complete that the client can use it for its intended purpose, even if minor deficiencies remain. Any outstanding deficiencies will be documented and remedied within a reasonable time following final payment.

Payment

9. Payment forms accepted: Cheque, Interac e-transfer, direct deposit.
10. Invoices are payable in full within 30 days of receipt. For overdue accounts, a monthly interest charge of 2.5% (30% per annum) will be applied to any outstanding balance beyond 30 days from the invoice date.

Residential-Specific Terms

11. In residential settings, the client will permit Evolta Electric Inc. to post a lawn sign at the front of the property during the work and for one (1) week following completion. If the client does not wish to display a sign, they must notify Evolta Electric Inc. in writing prior to commencement of work.
12. Clients are responsible for providing plumbing and electrical access for the duration of the project, as well as maintaining appropriate humidity levels and temperature control. Evolta Electric Inc. will not be responsible for damage to on-site materials due to power failures or events outside its reasonable control.

Article B- Commercial Addendum

Deposit

1. No deposit is required as a default condition of commercial engagements. Evolta Electric Inc. will proceed upon acceptance of the estimate unless a deposit is expressly stated in the estimate.
2. Where the estimated cost of materials required to commence or complete the work exceeds 25% of the total estimated contract value (excluding HST), Evolta Electric Inc. reserves the right to require a deposit equal to the estimated material cost prior to ordering. This requirement, if applicable, will be clearly stated in the estimate.
3. Where a deposit is required under Clause 2 and the client cancels the project after paying the deposit, the following fees will be deducted from the deposit prior to any refund: (a) a project administration fee of \$150.00; (b) a project management fee equal to 5% of the estimated contract value; and (c) any non-recoverable costs for materials ordered or work commenced. The remainder of the deposit, if any, will be refunded within 14 business days.

Cancellation

4. If the client cancels an accepted estimate with less than 48 hours (two business days) remaining before the agreed-upon start time, Evolta Electric Inc. reserves the right to charge a cancellation fee equal to 10% of the estimated contract value, with a minimum of \$250.00.
5. The client will be charged up to 100% of the cost on all custom and special-order products, regardless of the cancellation timing.

Progress Billing

6. For all commercial projects, Evolta Electric Inc. may structure billing as a series of progress payments. Progress billing is the default approach for commercial engagements and is encouraged to align cash flow with project milestones.
7. The progress payment schedule — including the number of payment stages, the percentage or dollar amount due at each stage, and the milestone or date triggering each payment — will be set out in the estimate. The client's acceptance of the estimate constitutes acceptance of the progress payment schedule as defined therein.
8. Each progress invoice is due and payable within 30 days of receipt (Net 30). Evolta Electric Inc. reserves the right to suspend work if a progress payment is not received within 30 days of the invoice date, without prejudice to any other rights or remedies available.
9. The final progress payment is due upon substantial completion of the work, defined as the point at which the work is sufficiently complete that the client can use it for its intended purpose, even if minor deficiencies remain. Any outstanding deficiencies will be documented and remedied within a reasonable time following final payment.
10. Where Evolta Electric Inc. is engaged as a subcontractor under a general contractor or prime contractor, progress invoices will be submitted in accordance with the schedule set out in the estimate. Evolta Electric Inc. will not be bound by payment schedules imposed by the prime contractor unless expressly agreed in writing prior to commencement of work.

Payment

11. Payment forms accepted: Cheque, Interac e-transfer, direct deposit, EFT. Credit card payments are not accepted for commercial accounts without prior written agreement.
12. Invoices are payable in full within 30 days of receipt (Net 30). For overdue accounts, a monthly interest charge of 2.5% (30% per annum) will be applied to any outstanding balance beyond 30 days from the invoice date.
13. Where the client is a corporation, partnership, or other legal entity, the individual signing this Agreement on behalf of the client represents and warrants that they have authority to bind the entity to these terms.



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