



## GENERAL SALES AND SERVICE AGREEMENT

THIS GENERAL SALES AND SERVICE AGREEMENT (the "Agreement") is dated this \_\_\_\_ day of \_\_\_\_ 2024.

|                                                                                                            |                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CLIENT</b></p> <p>_____</p> <p>_____</p> <p>Ottawa, ON</p> <p>_____</p> <p><b>(the "Client")</b></p> | <p><b>CONTRACTOR</b></p> <p>Teakwood Flooring Corp.</p> <p>_____</p> <p>Stittsville, ON</p> <p>K2V 0J4</p> <p><b>(the "Contractor")</b></p> |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

### BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide such services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### ONTARIO CONSUMER PROTECTION ACT, 2002

- 1. Consumer rights as outlined in the *Ontario Consumer Protection Act, 2002* can be found at the end of this Agreement in Appendix A.

## **SERVICES PROVIDED**

2. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
3. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

4. The term of this agreement (the "Term") will begin on the date of this agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with written consent of the Parties.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

## **COMPENSATION**

7. The Contractor will charge the Client a fee of \$\_\_\_\_\_ for the Sale and Services provided (the "Compensation") as detailed in the accepted quote provided by the Contractor.
8. A deposit of \$\_\_\_\_\_ (the "Deposit") is payable by the Client upon execution of this Agreement for the Purchase of Material as detailed in the accepted material quote provided by the Contractor.
9. For the remaining amount, the Contractor will invoice the Client when the Services are complete.
10. Invoices submitted by the Contractor to the Client are due upon receipt.
11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

## **REINBURSEMENT OF EXPENSES**

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
13. All expenses must be pre-approved by the Client.

## **INTEREST ON LATE PAYMENTS**

14. Interest payable on any overdue amounts under this agreement is charged at a rate of 25% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

15. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term and will survive indefinitely upon termination of this agreement.
17. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **CAPACITY/INDEPENDENT CONTRACTOR**

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services.

## **RIGHT OF SUBSTITUTION**

19. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage third parties to assist with the provisions of the Services.
20. If in the event the Contractor hires a sub-contractor:
  - a. The Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - b. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## **AUTONOMY**

21. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

22. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

24. All notices, requests, demands or other communication required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following addresses documented at the start of this Agreement.

## **INDEMNIFICATION**

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of the Agreement.

## **MODIFICATION OF AGREEMENT**

26. Any amendment or modification of this Agreement or addition obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an Authorized representative of each Party.

## **TIME OF THE ESSENCE**

27. Time is of the essence in the Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

30. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## GOVERNING LAW

32. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

## SEVERABILITY

33. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## WAIVER

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be constructed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Client Name

*EVAN A. HAWKINS*

EVAN A. HAWKINS, C.E.T.

PRESIDENT/CEO

TEAKWOOD FLOORING CORP.



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