



Terms and Conditions

Effective Date: August 5, 2026

Service Provider: MelSeth Mechanical Ltd.

Customer: The person or organization identified in the estimate

Project Location: The property identified in the estimate

1. Introduction

These Estimate Terms and Conditions, together with the estimate, scope of work, drawings, specifications, approved change orders, and other documents referenced in the estimate, form the agreement between MelSeth Mechanical Ltd.

("MelSeth Mechanical Ltd.," "Service Provider," "Contractor," "we," "us," or "our") and the customer identified in the estimate ("Customer," "Client," "you," or "your").

By signing, electronically accepting, approving the estimate, paying a deposit, or authorizing MelSeth Mechanical to begin work, the Customer confirms that they have read, understood, and accepted this Agreement.

2. Estimate

The estimated price is based on the services, materials, equipment, quantities, and assumptions specifically described in the estimate.

Unless the estimate expressly states that it is a fixed-price contract, all prices are estimates only and are not guaranteed final prices. The final amount may change due to actual labour hours, material quantities, site conditions, approved changes, code requirements, or unforeseen circumstances.

GST and other applicable taxes are additional unless the estimate specifically states that taxes are included.

3. Validity of Estimate

The estimate is valid for thirty calendar days from the date it is issued unless another validity period is stated.

After the validity period expires, MelSeth Mechanical Ltd. may revise the estimate to reflect changes in:

- Material and equipment prices.
- Supplier charges.
- Labour costs.
- Permit or inspection fees.
- Fuel, delivery, disposal, or subcontractor charges; and
- Material or equipment availability.

Work will not be scheduled until the estimate has been accepted and any required deposit has been received.

4. Acceptance of Estimate

Acceptance of the estimate authorizes MelSeth Mechanical Ltd. to order materials, schedule labour, coordinate subcontractors, apply for permits where included, and complete the work described in the accepted scope.

The Customer represents that they are the property owner or have proper authority from the property owner to approve the work.

Electronic signatures, email approvals, text-message approvals, and approvals through estimating or project-management software will be treated as written acceptance.

5. Scope of Work

The price includes only the labour, materials, equipment, and services specifically identified in the estimate.

Any item not expressly included is excluded. Unless specifically stated otherwise, the estimate does not include:

- Drywall, painting, flooring, cabinetry, tile, concrete, framing, roofing, landscaping, or finish carpentry.
- Asbestos, mould, lead, sewage, hazardous-material, or biohazard remediation.
- Electrical, structural, engineering, or architectural work.
- Moving furniture, appliances, stored contents, or personal belongings.
- After-hours, weekends, holidays, or emergency work.
- Permit, inspection, engineering, or professional consultant fees.
- Correction of pre-existing deficiencies or code violations.
- Repairs to concealed or inaccessible systems; or
- Restoration of walls, ceilings, floors, cabinets, concrete, or finishes opened to access mechanical systems.

6. Changes and Additional Work

Changes to the original scope must be documented through a written change order, revised estimate, email, text message, or electronic approval.

Additional work may result from:

- Customer-requested changes.
- Design revisions.
- Additional materials or labour.
- Unforeseen site conditions.
- Building code or inspection requirements.
- Incorrect or incomplete information supplied by the Customer.
- Damage or deficiencies discovered after work begins; or
- Work performed by other contractors or trades.

A change order will identify the additional or reduced scope and, where reasonably possible, the corresponding price and scheduling impact.

Where the exact cost cannot reasonably be determined in advance, additional work may be completed on a time-and-material basis using MelSeth Mechanical Ltd.'s current labour, material, equipment, travel, and administrative rates.

7. Unforeseen and Concealed Conditions

The estimate is based on visible and reasonably accessible conditions at the time of inspection.

MelSeth Mechanical Ltd. is not responsible for conditions that could not reasonably have been identified before opening walls, ceilings, floors, equipment, piping, ductwork, fixtures, drains, or other concealed areas.

Unforeseen conditions may include:

- Corroded, deteriorated, frozen, cracked, or improperly installed piping.
- Hidden water, fire, structural, sewer, or mould damage.
- Undocumented plumbing, gas, HVAC, electrical, or drainage systems.
- Asbestos, lead, mould, sewage, or other hazardous materials.
- Inadequate water, gas, electrical, drainage, or ventilation capacity.
- Defective shut-off valves or inaccessible isolation points.

- Code deficiencies.
- Underground obstructions.
- Improper work completed by previous contractors; and
- Equipment or systems that fail when shut down, drained, disconnected, restarted, or placed back under pressure.

MelSeth Mechanical Ltd. may suspend work until the condition is assessed and the Customer approves any required additional work.

8. Hazardous Materials

The Customer must disclose any known or suspected asbestos, mould, lead, sewage contamination, chemical contamination, or other hazardous material at the property. MelSeth Mechanical Ltd. may immediately stop working if hazardous materials or unsafe conditions are discovered.

Testing, containment, abatement, air monitoring, environmental consulting, specialized cleaning, and disposal are excluded unless specifically included in the estimate. The Customer is responsible for hiring a qualified environmental or abatement contractor when required.

9. Emergency and Temporary Work

Emergency work may be performed to stop active leakage, flooding, sewer backup, loss of heat, gas hazards, equipment failure, or further property damage.

Temporary repairs are intended to reduce immediate risk and may not constitute permanent repair.

Where the Customer cannot be contacted and immediate action is reasonably required to protect people or property, MelSeth Mechanical may perform reasonable emergency measures. The Customer will be responsible for the related labour, materials, equipment, travel, disposal, and subcontractor charges, subject to applicable law.

10. Customer Responsibilities

The Customer must:

- Provide safe and timely access to the property and work areas.
- Ensure an adult authorized to make decisions is available when required.
- Remove valuables, furniture, stored items, and personal belongings from the work area.
- Secure children and pets away from the work area.
- Provide access to water, electricity, drainage, gas, parking, and washroom facilities where required.
- Disclose known property defects, hazards, previous leaks, and system problems.
- Obtain condominium, landlord, property-manager, or third-party approvals unless specifically included.
- Identify private underground utilities, irrigation lines, wiring, tanks, or other concealed installations; and
- Protect sensitive equipment, electronics, artwork, and personal property from dust, vibration, noise, and service interruptions.

Delays or additional work caused by the Customer's failure to meet these responsibilities may result in additional charges.

11. Access Openings and Property Disturbance

Mechanical work may require access through drywall, ceilings, flooring, concrete, cabinetry, tile, landscaping, or other finished surfaces.

MelSeth Mechanical Ltd. will take reasonable care but is not responsible for unavoidable cosmetic damage resulting from necessary access to concealed systems.

Patching, painting, finishing, concrete repair, landscaping, cabinet repair, tile replacement, or other restoration work is excluded unless specifically included in the estimate.

12. Permits, Codes, and Inspections

MelSeth Mechanical Ltd. will obtain permits only where the estimate specifically states that permit services are included.

Permit, inspection, engineering, utility, and professional-consultant fees are additional unless expressly included.

Work will be completed in accordance with applicable codes and standards to the extent required for the contracted scope. Existing systems outside the contracted scope are not automatically included in the work.

An authority having jurisdiction may require additional work before approving an installation. Any additional work required by an inspector or authority that was not reasonably identifiable when the estimate was prepared will be treated as a change to the scope.

13. Scheduling and Delays

Start dates and completion dates are estimates unless expressly guaranteed in writing.

MelSeth Mechanical Ltd. is not responsible for delays caused by circumstances beyond its reasonable control, including:

- Weather.
- Material or equipment shortages.
- Manufacturer or supplier delays.
- Permit or inspection delays.
- Utility interruptions.
- Labour shortages.
- Illness or injury.
- Hazardous materials.
- Unforeseen conditions.
- Customer-requested changes.
- Delays by the Customer, property manager, insurer, consultant, subcontractor, or another trade; and
- Events of force majeure.
- A delay does not automatically entitle the Customer to cancel the Agreement, withhold payment, or claim damages.

14. Materials and Equipment

Materials and equipment will be as described in the estimate subject to availability.

Where a specified item is unavailable, discontinued, backordered, or materially delayed, MelSeth Mechanical Ltd. may propose a reasonably equivalent substitute. Any material price difference will be added to or deducted from the contract price.

Colours, finishes, dimensions, and product appearances may vary slightly from samples, photographs, brochures, or online images.

Special order and custom materials are non-refundable once ordered unless the supplier accepts the return. Restocking, cancellation, delivery, and return charges will be the Customer's responsibility.

15. Existing Systems and Equipment

MelSeth Mechanical Ltd. is not responsible for the condition, capacity, performance, or remaining service life of existing systems, equipment, piping, drains, fixtures, valves, ductwork, controls, wiring, or appliances that are not being replaced.

Shutting down, draining, disconnecting, reconnecting, testing, or restarting an existing system may reveal or cause a pre-existing weak, corroded, damaged, or defective component to fail.

Repairs required because of pre-existing conditions are additional work and are not included in the original estimate.

16. Testing and Completion



Upon completion, MelSeth Mechanical Ltd. will perform reasonable testing appropriate to the contracted work. The work will be considered substantially complete when it can be used for its intended purpose, even if minor deficiencies, adjustments, documentation, or finishing items remain. The Customer must report visible deficiencies within five business days of substantial completion. Failure to report visible deficiencies within this period may be treated as acceptance of the completed work, without limiting any warranty rights required by law.

17. Deposits and Payment

The Customer must pay the deposit and progress payments shown in the estimate.

Unless otherwise stated:

- Deposits are due before materials are ordered or work is scheduled.
- Progress invoices are due upon receipt.
- Final payment is due immediately upon substantial completion; and
- Insurance approval or reimbursement is not a condition of payment.

The Customer may not withhold payment because of minor deficiencies that do not prevent the work from being used for its intended purpose.

Any disputed invoice amount must be identified in writing within five business days of receipt, together with a detailed explanation. Undisputed amounts remain payable when due. Any statutory holdback will be handled as required by applicable law.

18. Late Payment and Collection Costs

Overdue amounts will bear interest at 3% per month, equivalent to 36% per annum, calculated from the invoice due date until paid.

The Customer is responsible for reasonable costs incurred to collect overdue accounts, including collection-agency fees, legal costs, court costs, lien-registration costs, and administrative expenses, to the extent permitted by law.

MelSeth Mechanical Ltd. may suspend or refuse further work when an invoice is overdue. Any resulting delay will extend the project schedule and may result in remobilization charges.

19. Warranty

Unless a different warranty is stated in the estimate, MelSeth Mechanical Ltd. warrants its installation workmanship for one year from substantial completion.

Manufacturer warranties apply to materials, fixtures, appliances, and equipment supplied by MelSeth Mechanical Ltd. Manufacturer warranty claims are subject to the manufacturer's conditions and approval.

The Customer must notify MelSeth Mechanical Ltd. in writing of a claimed workmanship defect and provide a reasonable opportunity to inspect and correct the issue.

Warranty work must be authorized and performed by MelSeth Mechanical Ltd. Unauthorized repairs by another contractor may void the workmanship warranty.

20. Warranty Exclusions

The workmanship warranty does not cover:

- Normal wear and tears.
- Cosmetic differences or minor imperfections.
- Customer abuse, misuse, negligence, or lack of maintenance.
- Freezing, flooding, sewer backup, water damage, fire, weather, or natural disasters.
- Water-quality issues, sediment, scale, corrosion, or chemical damage.
- Drain blockages caused by grease, roots, wipes, foreign objects, or improper use.
- Power failures, electrical surges, low water pressure, gas-supply issues, or utility interruptions.
- Manufacturer defects.
- Existing systems, equipment, piping, fixtures, or components not supplied or replaced by MelSeth Mechanical Ltd.
- Work altered or repaired by the Customer or another contractor.
- Damage caused by pests, rodents, settlement, movement, vibration, or structural deficiencies; or
- Conditions outside MelSeth Mechanical Ltd.'s control.
- Service calls determined not to involve a covered workmanship defect may be charged at current service rates.

21. Limitation of Liability

To the maximum extent permitted by law, MelSeth Mechanical Ltd. will not be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, lost income, lost profits, business interruption, hotel costs, or loss of personal property.

MelSeth Mechanical Ltd.'s liability for a claim relating to the work will not exceed the amount paid for the specific portion of work giving rise to the claim, except where a greater liability is required by law.

Nothing in this Agreement excludes liability that cannot legally be excluded or limited.

22. Insurance Work

Where work relates to an insurance claim, the Customer remains responsible for payment of all invoices regardless of whether the insurer approves, reduces, delays, or denies coverage.

MelSeth Mechanical Ltd. is not responsible for interpreting insurance coverage or guaranteeing reimbursement.

Any insurer estimate, authorization, purchase order, or approved amount applies only to the work specifically authorized. Deductibles, depreciation, upgrades, exclusions, and non-covered work remain the Customer's responsibility.

23. Cancellation by the Customer

The Customer may cancel the work by providing written notice, subject to any cancellation rights provided by applicable law.

Unless prohibited by law, the Customer will be responsible for:

- Work completed up to the cancellation date.
- Materials and equipment ordered.
- Special-order or non-returnable products.
- Supplier cancellation and restocking fees.
- Permit, engineering, delivery, disposal, and subcontractor charges.
- Demobilization and remobilization costs; and
- Reasonable administrative and scheduling costs arising from the cancellation.

Any statutory cancellation rights available to the Customer will take priority over this section.

24. Suspension or Termination by MelSeth Mechanical Ltd.

MelSeth Mechanical Ltd. may suspend or terminate the Agreement where:

- Payments are overdue.
- The worksite is unsafe.



- Hazardous materials are discovered.
- The Customer fails to provide access.
- The Customer interferes with the work.
- The Customer requests unlawful or unsafe work.
- Required permits or approvals cannot be obtained.
- The Customer engages in threatening, abusive, discriminatory, or harassing conduct; or
- Continuing the work would violate a law, code, professional obligation, or safety requirement.

The Customer remains responsible for work completed and costs incurred up to the suspension or termination date.

25. Photographs and Documentation

MelSeth Mechanical Ltd. may photograph or video the work area, equipment, systems, deficiencies, concealed conditions, and completed work for project documentation, warranty, safety, insurance, training, and dispute-resolution purposes.

Images identifying the Customer, address, occupants, or private personal information will not be used for advertising without permission.

26. Subcontractors

MelSeth Mechanical Ltd. may retain qualified subcontractors or trades to perform portions of the work.

MelSeth Mechanical Ltd. remains responsible for coordinating subcontracted work included in its contracted scope. Work hired directly by the Customer is outside MelSeth Mechanical Ltd.'s responsibility.

27. Dispute Resolution

The parties will first attempt to resolve disputes through good-faith discussion.

Where a dispute cannot be resolved, either party may propose mediation before starting court proceedings, except where immediate action is required to preserve lien rights, collect an overdue account, address an emergency, or obtain urgent legal relief.

Nothing in this section limits any adjudication, lien, payment, or consumer-protection rights available under applicable law.

28. Governing Law

This Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta.

Any legal proceeding will be brought to Alberta unless applicable law requires otherwise.

29. Entire Agreement

This Agreement, the accepted estimate, approved change orders, drawings, specifications, and referenced documents constitute the entire agreement between the parties.

Verbal discussions, sales statements, photographs, advertisements, or prior communications are not binding unless incorporated into the Agreement in writing.

If there is a conflict between documents, the following order will apply:

1. Approved change orders;
2. The accepted estimate and scope of work;
3. Project-specific specifications.
4. These Estimate Terms and Conditions.

30. Severability and Waiver

If any provision is found unenforceable, the remaining provisions will continue in effect.

A failure by either party to enforce a provision on one occasion does not waive the right to enforce it later.

Customer Acceptance

I confirm that I have reviewed and accepted the estimate, scope of work, pricing, payment requirements, exclusions, and these Estimate Terms and Conditions.

Customer Name: _____

Property Address: _____

Estimate Number: _____

Customer Signature: _____

Date: _____

MelSeth Mechanical Ltd. Representative: _____

Signature: _____

Date: _____