

## CONDITIONS

The following Conditions herein are an integral part of the Contract between the Customer and ORES and are contractual obligations for both parties.

1. The Customer shall provide a convenient and safe place satisfactory to ORES for the installation and maintenance of its Service equipment in, on or about the Customer's premises. Unless he is an agent of ORES or other person lawfully entitled so to do no person shall remove, inspect or tamper with the aforementioned equipment, and the properly authorized agents of ORES shall, at all reasonable hours, have free and unobstructed access to the said premises for the purpose of the installation, maintenance, operation, inspection, repair, renewal and removal of the said equipment.
2. The Service equipment of ORES on the Customer's premises shall be in the care and custody of the Customer, and if destroyed or damaged by any act or default of the Customer, then the Customer shall be liable to pay ORES the value of such equipment or at the option of ORES the cost of repairing or replacing the same.
3. ORES at its option may discontinue the supply of electrical energy and/or remove the Service equipment from the Customer's premises whenever default is made in payment of any indebtedness to ORES whether incurred under this Contract or otherwise or where in the opinion of ORES the Customer has failed to comply with any of the terms and conditions of this Contract; and in either event this Contract shall thereupon terminate, but the Customer will still be obligated for the payment of the balance of contract per condition.
4. ORES will endeavor to provide adequate maintenance and repair, during regular working hours, of its Service equipment and a continuous supply of electrical energy for the operation thereof but gives no guarantee with respect thereto and will not be liable to the Customer for any loss, damage or injury resulting from failure to do so and the Customer agrees to make no claim in respect thereto:
5. Subject to Clause 3 herein this Contract shall continue in force for a period of six years from the date of commencement of service. There shall be no termination of the contract within the first year of same. In the event there is termination by the Customer in any of the subsequent years after the first, the Customer shall pay ORES the balance remaining on the six year contract.
6. In addition to the requirements of the payment pursuant to paragraph 5 herein, in the event of a Customer who has notified ORES to disconnect the Service or whose Service has been discontinued under other clauses of this Contract, failing to arrange for the admittance of ORES' employees for the purpose of disconnecting the Service and/or removing its Services equipment the Customer shall pay for the Service from the date of the last billing until the date of removal.
7. The Customer hereby authorizes ORES personnel to enter on the said premises and remove there from the Service equipment within 30 days of termination of this Contract.
8. The Contract shall not be binding upon ORES until accepted by it through its proper officer and none of its terms and conditions shall be modified or waived by any agreement or representation of any agent or employee of ORES unless by proper written authority.
9. The vacating of the premises to which Service is supplied shall not release the Customer from any obligation theretofore incurred under this Contract.
10. It is hereby declared that the Service equipment shall be and remain the property of ORES and shall not be or become fixtures and/or part of the said premises of the Customer. The Service equipment shall not form or be part of any security or be encumbered under any mortgage, charge, lien or other encumbrance of any kind or nature; nor shall the Service equipment be liable to seizure for arrears of rent or taxes, or under execution, bankruptcy proceedings or other legal process against the Customer.
11. The rates hereinbefore set forth are hereby authorized by the ORES Board of Directors and may be revised or adjusted from time to time.
12. Where mixing (anti-scald) valves are installed by ORES on behalf of the customer, it is the responsibility of the customer to follow the manufacturer's guidelines and conditions regarding inspection, testing and warranties. The customer will own the valve.