

TERMS AND CONDITIONS

1. ACCEPTING THESE TERMS

1.1. This document, our rules, policies and the other documents referenced make up our Terms and Conditions ("Terms"). The Terms are a legally binding contract between you and Elite Link LLC (hereinafter referred to as Contractor). This contract sets out Customer rights and responsibilities when Customers use our services. Please read them carefully.

1.2. Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of thirty days from the date of quotation. However, this is subject to manufactures' prices not increasing during this period. In addition, the quotation may be withdrawn at the any time prior the acceptance in writing.

2. CONSTRUCTION SERVICES

The Customer wishes to obtain the Contractor's services to perform construction as agreed herein below (the "**Services**"). The Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained herein. Upon completion of the Services, the Contractor will remove all materials, supplies, and other debris.

3. CHANGES IN THE SERVICES

The Customer may request reasonable changes to the Services. Any changes to the Services must be in writing and signed by both the Contractor and the Customer. The Customer agrees that any changes to the Services may result in additional charges and extend the Construction Schedule.

4. CONSTRUCTION SCHEDULE

The Contractor will complete the Services in accordance with the schedule agreed upon by both parties. The Customer agrees that all dates are subject to change if the Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

5. PAYMENT SCHEDULE

The Customer agreed to pay the Contractor the total payment specified in the invoice as per the payment schedule issued by the Contractor; 1/3rd of the total as a deposit, 1/3rd of the total as a progress payment at 50% completion and the final 1/3rd at project completion.

6. REPRESENTATIONS

6.1 Contractor Representations. The Contractor is a duly licensed Commercial contractor in good standing. The Contractor will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and requirements.

6.2 Customer Representations. The Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and requirements. The Customer has the financial ability to pay the Contractor for the Services.

7. OBLIGATIONS

7.1 Contractor Obligations. The Contractor will obtain, at its own cost, all necessary permits and approvals to perform the Services. The Contractor agrees to provide the Customer lien waivers, lien releases, and/or acknowledgement of full payment upon receipt of each payment. The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

7.2 Customer Obligations. The Customer will provide the Contractor, its employees, agents, and subcontractors, reasonable access to the Property for the purpose of performing the Services. The Customer agrees to keep the Property clear of all known and potential hazards. The Customer further agrees to keep all pets out of the work area of the Property.

8. INSURANCE

The Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of the Contractor or its employees and subcontractors. The Contractor additionally warrants it is adequately insured for any damages and/or losses experienced at the Property as a result of the acts of the Contractor or its employees and subcontractors.

9. SUBCONTRACTORS

The Contractor may engage subcontractors to perform work at its discretion, provided that the Contractor shall fully pay any subcontractor and in all instances remain responsible for the proper completion of this Contract and any and all actions of the subcontractor.

10. EVENTS BEYOND CONTRACTOR'S CONTROL

The Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, materials, etc.) or because of events beyond the Contractor's control (such as labor issues, fire, flood, acts of God, vandalism, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Customer to pay the Contractor for the Services will be extended in the same manner.

11. LIABILITY WAIVER

If a Contractor, or any of its employees, contractors, agents, or the like are injured in the course of performing the Services, the Customer is exempt from liability for those injuries to the fullest extent allowed by law, unless such injury is caused by the negligence of the Customer.

12. TERMINATION

12.1 The Customer can terminate the Contract by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by the Contractor to execute the Services in an acceptable standard and to the reasonable satisfaction of the Customer.

12.2 The Contractor can terminate the Contract by giving written notice: (a) if the Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or (b) if the Customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.