



## Roma Maintenance Property Services

Office: 811 Henderson Ave  
Coquitlam, BC, V3K 1P1, Canada.

*Mission Statement "Our mission is to help homeowners, realtors, and developers present every property with confidence by providing creative staging, personalized design, and dependable maintenance services built on trust and quality."*

### -- STANDARD TERMS and CONDITIONS --

1. **GENERAL.** Sales of products or services ('Products') by ROMA MAINTENANCE PROPERTY SERVICES ("ROMA MAINTENANCE.") are conditioned upon the Customer's acceptance of these terms and conditions. Any different terms and conditions that may be proposed by Customer are objected to and shall not be binding upon ROMA MAINTENANCE. Any order for, statement of intent to purchase, or acceptance of any shipment of Products shall constitute Customer's consent to these terms and conditions of sale.
2. **PRICES.** Prices to Customer for Products shall be in accordance with applicable price quotations or periodic price sheets issued by ROMA MAINTENANCE. All prices are Ex-Factory ROMA MAINTENANCE's facility in British Columbia and are subject to change at any time. Unless otherwise agreed to in writing, price quotations or estimates issued by ROMA MAINTENANCE shall be valid for 30 days from the date of issuance. Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities, commissioning or other technical services is not included.
3. **TAXES.** Prices do not include any applicable sales, use or other taxes. The amount of any such taxes that ROMA MAINTENANCE may be required to pay or collect may be added to each invoice or separately invoiced by ROMA MAINTENANCE to Customer.
4. **PAYMENT.** Each shipment shall be considered a separate transaction and payment shall be made accordingly. Customer shall pay all invoices to ROMA MAINTENANCE in accordance with their terms within 30 days of date of invoice. ROMA MAINTENANCE reserves the right at all times to vary, change or limit the amount or duration of credit to be allowed to Customer. ROMA MAINTENANCE may, at its option, require all sales to Customer to be made on a C.O.D. basis or other credit arrangements satisfactory to ROMA MAINTENANCE. If shipments are delayed by Customer, ROMA MAINTENANCE may demand payment 30 days from the date ROMA MAINTENANCE is prepared to make shipment or has otherwise completed it work. Product held for Customer because of such delay shall be held at Customer's risk and expense. Any past due amount shall be subject to interest at the yearly rate of 35% or the highest rate permitted by law and Customer shall be responsible for all costs and expenses incurred by ROMA MAINTENANCE, including attorneys' fees and costs, in collecting its invoices or other past due payments. Estimates-Quotes are valid for 30 days. Invoices Net 30 days. Payment is due on accounts when rendered. Interest charged on unpaid account balances outstanding over 30 days at 2.916% per month (35% annually).
5. **TITLE AND RISK OF LOSS.** Title and risk of loss and damage shall pass to Customer EX-FACTORY. ROMA MAINTENANCE's facility in British Columbia the Date when the Customer, Buyer or End-User is informed in a written confirmed communication or confirmed email by ROMA MAINTENANCE representative that goods are available for shipment.
6. **DELIVERY.** ROMA MAINTENANCE will use responsible efforts to fill Customer orders in a timely manner. Lead-time requirements and other delivery dates will vary according to the Manufacturer's manufacturing and other conditions, and all delivery dates are only estimates. Delay in delivery of any shipment shall not relieve Customer of its obligation to accept such shipment. Notwithstanding any request by Customer, ROMA MAINTENANCE shall, without incurring any liability, exercise its own discretion in selecting the method of shipment and the carrier.
7. **LIMITED WARRANTY.** Products sold by ROMA MAINTENANCE are warranted to conform to the Product specifications therefor at the time of delivery to Customer and remain free from defects in workmanship and material for the period specified on the written limited warranty separately provided to Customer for the particular type of Product involved. Any Product or components thereof which, in ROMA MAINTENANCE's judgment, fail to meet their specifications while in normal use and service due to a manufacturing defect in material and/or workmanship shall, at ROMA MAINTENANCE's option, either be repaired or replaced by ROMA MAINTENANCE at no charge to Customer. ROMA MAINTENANCE's obligation shall be limited solely to repair or replacement of the Products or components thereof. Such obligation to repair or replace is conditioned upon receipt by ROMA MAINTENANCE of notice of any alleged non-conformance to specifications within thirty (30) days after delivery to Customer and of any alleged defect in material or workmanship within thirty (30) days after discovery. Products or components which ROMA MAINTENANCE consents or directs in writing to be returned shall be returned to ROMA MAINTENANCE, freight prepaid, EX-FACTORY. ROMA MAINTENANCE's facility in BC, or at such other destination as directed by ROMA MAINTENANCE in accordance with ROMA MAINTENANCE's standard return policy. The foregoing warranties shall not apply to Products that have been repaired other than with ROMA MAINTENANCE's authorization and by ROMA MAINTENANCE's approved procedures, that have been subjected to misuse, abuse, improper maintenance, negligence or accident, that have been damaged by excessive physical or electrical stress or that have had a serial number altered, defaced or removed. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ROMA MAINTENANCE SHALL HAVE NO RESPONSIBILITY FOR ANY



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### PARTICULAR APPLICATION MADE OF ANY PRODUCT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 7 OF THESE TERMS AND CONDITIONS OF SALE, THERE ARE NO OTHER EXPRESS WARRANTIES, WHETHER WRITTEN OR ORAL, OTHER THAN THIS PRINTED LIMITED WARRANTY, ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL ROMA MAINTENANCE BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, LOSS OF CUSTOMERS, LOST GOODWILL OR DOWN TIME. ANY TYPE OF WARRANTY OR LIABILITY WILL CEASE WHEN THE GOODS HAVE BEEN MODIFIED IN ANY MANNER BY THE BUYER OR END-USER WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER.
9. **FORCE MAJEURE.** ROMA MAINTENANCE shall not be liable for damage as a result of any delay or failure of delivery due to any delay or failure of delivery due to any cause beyond ROMA MAINTENANCE's reasonable control, including, without limitation, acts of God, acts of Customer, acts of government, fire, accident, strike, slow down, war, riot, delay in transportation or inability to obtain necessary labor, materials, fuel or part. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of such delay. If the delay is caused by an act of Customer, ROMA MAINTENANCE shall also be reimbursed for any additional costs arising from such delay.
10. **CANCELLATIONS.** Customer's wrongful non-acceptance of Products or cancellation or repudiation of its order shall entitle ROMA MAINTENANCE to recover, in addition to any incidental damages caused by Customer's wrongful non-acceptance, cancellation or repudiation either the price of such Products or, in the case of Products for which other customers exist or where an action for the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which ROMA MAINTENANCE would have realized had Customer fully performed, plus, in the case of special orders, ROMA MAINTENANCE's expenses incurred prior to receipt by ROMA MAINTENANCE of notice of non-acceptance, repudiation or cancellation by Customer.
11. **CHANGES AND DRAWINGS.** The Product Manufacturer reserves the right to change or modify the specifications, design, drawings and construction of any Products and to substitute other suitable material. If drawings are furnished, they are submitted only to show general style and arrangement of the Products, except as otherwise agreed to by Customer and ROMA MAINTENANCE in writing.
12. **INTELLECTUAL PROPERTY RIGHTS.** ROMA MAINTENANCE's obligation contained in this paragraph shall be subject to the conditions that the Customer promptly notify ROMA MAINTENANCE in writing, after Customer receives notice or obtains knowledge of any claim suit or proceeding brought against Customer that the Products infringe any Canadian patent or copyright, and, at Customer's expense, provide full information and assistance as requested by ROMA MAINTENANCE to support a defense. ROMA MAINTENANCE may, in the event of any such claim, suit or proceedings, modify or replace the affected Products to eliminate the alleged infringement or give customer a refund of the price of the affected Products in lieu of any other obligation or responsibilities under this provision. ROMA MAINTENANCE shall have no liability for any infringement arising out of: (i) the combination of any Product with any other product whether or not furnished to Customer by ROMA MAINTENANCE; (ii) the modification of any Product unless such modification was made by ROMA MAINTENANCE; (iii) any information, data, service or application assistance furnished to ROMA MAINTENANCE by Customer; or (iv) any claim of infringement of a patent in which Customer or any affiliate of Customer has an interest or license. Under no circumstances shall ROMA MAINTENANCE be liable for any costs or expenses incurred without ROMA MAINTENANCE's prior written authorization. The foregoing states the entire responsibility of ROMA MAINTENANCE with respect to any alleged intellectual property right infringement or violation in connection with the Products. In no event shall ROMA MAINTENANCE's total liability to Customer under this paragraph exceed the aggregate sum paid by Customer to ROMA MAINTENANCE for Customer shall convey any license by implication, estoppel or otherwise under any trademark, patent or proprietary right of ROMA MAINTENANCE.
13. **GOVERNING LAW.** These terms and conditions of sale shall be governed by and interpreted and construed in accordance with the laws of the Province of British Columbia.
14. **SEVERABILITY.** If any provision contained in these terms and conditions shall be determined to be illegal or unenforceable in any respect, these terms and conditions shall be construed as though such illegal or unenforceable provision is not included therein and shall otherwise be fully enforceable.
15. **EXPORTS.** Products are sold to Customer in Canada. Any exporting of Products or any technology related to



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Products is by Customer and not ROMA MAINTENANCE. Customer is solely responsible, at its own expense, for complying with all applicable export laws and regulations relating to the export of Products and components thereof and with obtaining any necessary export license, permit or other approval which may be required in connection with the export or re-exportation of any Products. Customer shall execute any documents requested by ROMA MAINTENANCE for the purpose of complying with the Canadian laws and regulations. If such documents are not properly completed and submitted to ROMA MAINTENANCE as requested, ROMA MAINTENANCE may terminate the sale of Products to Customer at any time with no further liability to Customer.

16. **PRODUCT LIABILITY.** ROMA MAINTENANCE shall maintain product liability insurance with respect to the Products written by an insurance company licensed to do business in Canada in the amount not less than \$2,000,000 combined single limit. Except to the extent applicable coverage under such product liability insurance, Customer shall have no claim or right against ROMA MAINTENANCE with respect to any suits or claims against Customer by any third persons resulting from the occurrence of an event with the scope of the coverage of such insurance (without to the dollar amount of coverage), and ROMA MAINTENANCE shall bear no responsibility or liability to Customer with respect to any such suits or claims by an third persons or any liabilities, losses, expenses or damages incurred or suffered by Customer as a result thereof.
17. **INDEPENDENT CONTRACTORS.** ROMA MAINTENANCE and Customer are independent contractors and their relationship is not one of principal and agent. No act or obligation of either party is in any way binding upon the other Party.
18. **INDEMNITY.** Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.
19. **NO WAIVERS.** No failure by ROMA MAINTENANCE to enforce at any time any of these terms and conditions of sale shall be deemed or construed to constitute a waiver of the same or any other provision of these terms and conditions then or thereafter and ROMA MAINTENANCE shall have the right thereafter to enforce each and every term and condition.
20. **NOTICES.** All notices and other written communications in connection with these terms and conditions of Sale shall be in writing and shall be sent by first class mail, postage prepaid to ROMA MAINTENANCE at the following Address or any other address as is specified by a party by notice given in accordance herewith:  
ROMA MAINTENANCE P. SERVICES.  
811 HENDERSON AVE.  
COQUITLAM, BC V3K 1P1
21. **NON-ASSIGNMENT.** Customer may not assign any of its rights or interests under these terms and conditions of sale without ROMA MAINTENANCE's prior written consent.
22. **TERMINATION.** ROMA MAINTENANCE may terminate any and all obligations to Customer with respect to the sale of Products immediately upon notice to Customer if (a) Customer fails to make payment on the date due or to accept delivery of any shipment; (b) Customer makes any assignment for the benefit of creditors; (c) a trustee or receiver of all or a substantial part of Customer's assets shall be appointed by any court; (d) any bankruptcy or reorganization proceeding shall be instituted by or against Customer (e) Customer becomes insolvent or unable to pay its debts or admits in writing its inability to pay its debt as they mature; or (f) Customer fails to remedy any breach of these terms and conditions within 30 days after receipt of notice of the breach.
23. **ENTIRE AGREEMENT.** These terms and conditions contain all of the terms and conditions governing the sale of Products by ROMA MAINTENANCE to Customer and may not be modified or amended except by a written agreement duly executed by the parties.
24. **HEADINGS.** The heading contained in these terms and conditions of sale are included for mere convenience of references and shall not be considered in any construction or interpretation of them.
25. **LANGUAGE.** The parties acknowledge that they have required that this contract and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. If the Buyer requests, a French version of this agreement will be used.



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### -- WARRANTY TERMS RELATED WITH SALE OF GOODS --

#### PURPOSE

Clause 1- The purpose of this warranty terms and conditions is to regulate the scope of the terms and conditions of the Seller's OEM warranty liability against the Buyer or End User.

#### SCOPE

Clause 2- This warranty terms and conditions covers the terms of the sales contract and the regulations regarding the liabilities and limitations of the defects which may occur in the goods sold by the Seller to the Buyer in the warranty period set forth below.

#### DEFINITIONS

Clause 3- In the implementation of this warranty terms and conditions;

3.1- Buyer: Original Purchaser defined on the Original Invoice is the End-User unless otherwise expressed in writing by the Seller.

3.2- Seller: ROMA MAINTENANCE (herein called ROMA M.P.S, ROMA MAINTENANCE, ROMA SERVICES).

3.3- OEM: original equipment manufacturer

3.4- Goods: Pecuniary products manufactured by the Manufacturer and subject to purchase as prescribed in its technical specification document.

3.5- User Manual: OEM document describing in detail the technical conditions related to the storage, installation, use, and maintenance of the goods.

3.6- Agreement: A binding agreement related to the sales transaction between the seller who submits a quotation and the buyer who places a purchase order within the scope of the Seller's quotation.

3.7- Defect: A status that eliminates the possibility of use or makes it impossible to use of the goods due to material and workmanship fault.

3.8- Defective Product Notification Form: A form provided by the Seller which shall be filled by the Buyer when they need to report a defect also known as NCR (Non-Conformance Report).

3.9- Warranty: In the scope of warranty; at the Seller discretion, the defective goods (Or part of them) will be repaired or replaced and made available for use. This Limited Warranty is valid for one (1) year from the documented shipping-delivery notice date, installation or commissioning date whichever comes first. Original Invoice is required to claim any warranty and cannot be surrogated to any other party without Seller written authorization. If Seller finds no defect in the Good or goods a regular rate will be charged to the Buyer, (Please ask for an up to date "ROMA\_Service Rates\_"). In such case of goods repair or replacement Buyer will be responsible for shipping and handling costs EX-FACTORY. ROMA MAINTENANCE's facility in British Columbia.

3.10- Technical Specifications: Documents containing technical data sheets and/or technical drawings of the goods and sent to the Buyer by the Seller's OEM along with the quotation and/or the goods.

3.11- End User: Original Purchaser defined on the Original Invoice is the End-User, unless otherwise expressed in writing by the Seller. In case that the Buyer sells and/or lets third parties use the goods or assigned its ownership to a third party other than the Buyer, this third party is identified as the end user under these limited warranty terms and conditions regardless of the relationship between the Buyer and third parties.

3.12- Force Majeure Event: Any event that beyond the parties' reasonable control which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third parties), failure of energy sources or transport network, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or International calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, lost at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

3.13- Quotation: A Seller statement identifying the products and services, together with any quantity, price, delivery terms, payment terms, warranty scope and duration and/or other terms and conditions (in addition to or different from these terms and conditions).

3.13- Good or Goods: refers to all movable property defined in the official ROMA quote apart from actionable claims and money.

#### OFFER, ORDER AND AGREEMENT

Clause 4- After the Seller submits an offer along with the technical specifications to the Buyer, If the Buyer approves that offer and the technical specification of the goods by Submitting a purchase order to the Seller, the Buyer accepts and declares that the contract has been established in case of the product is delivered by Seller as specified in the offer and the Technical Specifications.

At the request of one of the parties, the Buyer and the Seller may also sign a written agreement related to the sales price and the qualifications of the goods. If the Seller and the Buyer are far (different countries or continents) from each other, they may send offers and place orders to each other by using digital communication such as electronic mail, electronic signature, and they agree that the agreement has been established by these means.

Upon the establishment of the agreement as described herein, the Buyer declares, accepts, and commits that they;



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- i) know what the goods is prescribed in the technical specification documents,
- ii) approve the qualifications of the goods is appropriate,
- iii) understand that Buyer and/or any third party will use the product within the framework of the OEM user manual and warranty terms,
- iv) request the goods to be delivered.

### ACCEPTANCE AND NOTICE OF DEFECT

Clause 5- After the Seller or OEM delivers the goods to the Buyer or delivers the goods to the End-User requested by the Buyer's or End User instruction. The Buyer or the End User shall inspect the goods and notify in writing the whether the goods conform to the model and technical specifications prescribed in the agreement no later than 30 days upon arrival.

5.1- When the Buyer or the End User reports a defect, they shall complete a defective product notification form (NCR) and send the necessary visual data and explanations to the Seller in a complete and accurate manner. If the Buyer or the End User does not report the defect in the product within 30 days of the first testing operation of the product and cannot document this claim with written and visual data, it is deemed to have accepted that the product complies with the agreement. The first test period should not exceed 6 months after PO date. Seller will provide to the buyer or End User a defective product notification form NCR and the respective RMA (Return Material Authorization) number upon written documented notification of defect.

### SELLER RESPONSIBILITIES

Clause 6- The Seller will fulfill its responsibility under the warranty, by evaluating the claim of the defect reported with a defective product notification form by the Buyer or the End User, if the alleged defect is a defect which result from manufacturing, materials, and workmanship, and if the Buyer has fulfilled their responsibilities as specified herein Clause 7 in a timely and complete manner (time is of the essence). The Seller might transfer this warranty to the OEM whom will evaluate the validity to the claim and will fulfill the repair or the replacement of the product. The Seller's maximum liability for the warranted product is limited with the product's sales price or the defective component(s).

6.1- In the case of the defect reported by the Buyer under the warranty conditions, the Seller shall provide an action plan to fix the failure of any affected goods within 7 business days.

6.2- The Seller or OEM shall, in its sole discretion, correct any warranty defect by repairing or replacing the defective or inadequate parts of any goods after the seller complete and send the necessary documentation described herein Clause 5 (Delay of the shipping times for the required parts, delay due to manufacturing time for the required standard and/or non-standard spare parts, and any other delay due to force majeure events are excluded from the reported time period).

6.3- The Seller's OEM shall assign a service company to repair the defective goods if the Seller has an approved service company at or near the installation site.

6.4- If the Seller has not an approved service company at or near the installation site of the defective product;

i.) The Seller or OEM will make every effort with the support of the buyer and the end user and contribute to finding a service company. ii.) The Seller or OEM will send the necessary procedures and instructions for the repair of the defective product to the chosen service company.

6.5- The Seller and Seller's OEM reserves the right to modify the design of the goods. Due to these developments or equivalent semi-products usage, the buyer can claim a new equivalent product as a substitute for the purchased product beforehand.

6.6- The Seller financial responsibility is limited to the invoice amount of the product for the warranty covered goods at the date of purchase. Under no circumstances shall the Seller be required to provide compensation for financial losses and/or direct, indirect or consequential damage, such as in particular operating losses, lost profits or commercial prejudice.

### BUYER RESPONSIBILITIES

Clause 7- In general, the Buyer or End-User is responsible for the complete installation, commissioning, maintenance and storage of the goods by taking occupational safety precautions and following the local standards and local safety recommendations and review conditions detailed in the OEM User Manual.

7.1- The Buyer or End-User must inform the Seller with the defective product notification form and in 15 business days at the latest without making any intervention after any malfunction is detected, documentation is required as described in clause 5.

7.2- The Buyer or End user is required to forward, particularly the defective product notification form (NCR), and all the other information and necessary documentation requested by the Seller, if documentation is not provided as described in clause 5 the Limited warranty is void.

7.3- The Buyer shall get the product readily available for repair when an on-site repair is required. Costs of on-site visit for repairs will be billed to the Buyer or end user. Costs of on-site visit for repairs will be billed to the Buyer or end user if no defect or malfunction is found on NCR reported goods. At Buyer or end user discretion the defective goods with its respective RMAs forms could be shipped to the Seller's OEM for repairs. Defective goods



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must be shipped at Buyer's or end user expense and must include return prepaid shipping instructions and insurance in case of loss or damage for the service period.

7.4- The Buyer shall share the End-User contact information and makes every effort to finding a service company where the Seller or Seller's OEM is unable to provide a service or service company depending on the geopolitical and geographic location of the installation site of the goods.

7.5- In cases where the Buyer or End User chooses a local service company, the Buyer or End User shall obtain written approval from the Seller regarding the final cost and repairing method before the service company takes any action on the goods.

7.6- In the case of repair or replacement required for the goods at the installation site, the Buyer shall bear the costs and operations associated with disassembling and assembling all the connected fittings from the goods and lifting, displacing and placing the goods back.

7.7- After the Buyer or the End-User receive the goods in the condition described in clause 5, the Buyer or End User may keep the goods in storage for a maximum of 6 (six) months.

7.8- In cases where the storage period is being more than 6 (six) months, the Buyer shall inform the Seller in writing before the goods are used otherwise warranty is void.

7.9- Do not store products with oxidizing agents, strong bases, halogens, acids and sulphuric compounds.

### BUYER COMMITMENT FOR THE END USER RESPONSIBILITIES

Clause 8- The Buyer is responsible for informing the End-User(s) regarding their Obligations as resulting from the clauses 4-5-6-7-8-9 of these warranty conditions and the Buyer declares and commits that they shall ensure that the End-User(s) will fulfill their obligations stated in these conditions.

### WARRANTY LIMITATIONS

Clause 9- If the Buyer or the End-User act in a faulty or intentionally way which makes the use of the goods difficult or unusable, the Buyer or end user cannot benefit from the Seller's warranty specified in this document.

This Limited Warranty does not apply for the below conditions.

- a) If the goods are subject to misuse, negligence, improper installation or commissioning by an unauthorized party, rapid cycling, freezing, thermal expansion or contraction stresses due to excessive heating, mechanical shock, tensile or compressive forces, inadequate or improper maintenance, poor air distribution, improperly specified design conditions, operating conditions other than the designed operation conditions or any reason not related to production, material and workmanship.
- b) If the goods have been repaired or altered without getting written approval from the Seller.
- c) If the goods have been subject to chemicals or if any ingredients other than approved type.
- d) If the goods' identification plate and/or serial number have been altered, removed or tampered.
- e) This Limited Warranty covers neither the physical or chemical effects of any corrosive substance in the operating environment of the equipment, nor damage caused by vibration condition which is exceeded the allowable value.
- f) If the goods are being used and/or commissioned-operated by personal not qualified or competent and according to the OEM manual and within the OEM specifications.

### WARRANTY PERIOD AND LATENT DEFECT

#### Clause 10- Warranty Period

The goods are covered by the Seller's OEM warranty against any defect which results from production, material, and workmanship for a maximum period of 1 (one) year upon the condition the goods are stored, installed-commissioned and, used according to the OEM user manual and technical specification documents and as prescribed in Clause 8. The period of warranty starts on the date after shipping-delivery confirmation to the Buyer of the goods. During the warranty period, in the condition of any defects occur that arise from production, material, and workmanship faults, the Seller or Seller's OEM may fix the failure, at its sole discretion, by choosing to proceed to repair or replace the goods.

#### 10.1- Latent Defect

The seller liability for the defective product is subject to one (1) year time-limit from the date of invoice or shipping-delivery of the goods to the Buyer, in any case, even if the defects that occur or are detected after this time limit.

#### 10.2- Accessories are not included and are not covered by the Limited Warranty.

(Please ask for the List of Accessories, not included here.)

--End of WARRANTY TERMS RELATED WITH SALE OF GOODS.



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### -- TERMS AND CONDITIONS AFFECTING TECHNICAL SERVICES --

The sale of any service and related products, and the integration thereof, ordered by the Customer is expressly conditioned upon the terms and conditions contained or referenced herein. Terms and conditions included in the ROMA M.P.S. (herein called ROMA, ROMA MAINTENANCE, ROMA M.P. SERVICES or ROMA SERVICES.) proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon ROMA M.P.S. unless specifically agreed to in writing by an authorized ROMA M.P.S. officer.

#### 1. PATENTS

Subject to the provisions of this Article, ROMA M.P.S. warrants that products, services, or products and services in combination, furnished under this contract shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, and contingent upon Customer not taking any position adverse to ROMA M.P.S. in connection with such claim, ROMA M.P.S. shall defend, or may settle at its expense, any suit or proceeding against Customer so far as based on a claimed infringement which would result in a breach of this warranty and ROMA M.P.S. shall pay all damages and costs awarded therein against Customer due to such breach. In case any product, service or combination thereof is in such suit held to constitute such an infringement and the use of said product or service is enjoined, ROMA M.P.S. shall, at its expense and option, either procure for Customer the right to continue using said product or service, or replace same with a non-infringing product or service, or modify same so it becomes non-infringing, or remove the product or halt the service and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of ROMA M.P.S. for patent infringement relating to products, services or any combination thereof.

The preceding paragraph shall not apply to any product or service specified by Customer or manufactured to Customer's design, or to the use of any product in combination with products not provided by ROMA M.P.S.

#### 2. SOFTWARE DEVELOPMENT WARRANTY

ROMA M.P.S. warrants that any software developed by ROMA M.P.S. under this contract shall conform to the ROMA M.P.S. -provided specification pertaining thereto at the time of its development. For a period of ninety (90) days following final development time of software, ROMA M.P.S. will provide amendments or alterations to the software that may be required to correct significant errors present at the time of development. ROMA M.P.S. 's obligation shall be limited, however, to assembling such amendments and/or alterations into a versioned package, which includes code on the appropriate medium to enable the Customer, at its expense, to implement said corrections. This warranty is contingent upon Customer advising ROMA M.P.S., in writing, of such errors within such period.

ROMA M.P.S. does not warrant that operation of the software shall be uninterrupted or error-free or that it shall meet Customer's needs. ROMA M.P.S. shall not be responsible for any portions of the software that have been modified by Customer, unless such changes are approved in writing by ROMA M.P.S. Customer assumes the responsibility to take adequate precautions against damages to its operations that could be caused by defects, interruptions or malfunctions in the services performed by ROMA M.P.S. Any work performed by ROMA M.P.S. due to difficulties or defects traceable to Customer errors or software changes shall be billed to Customer at ROMA M.P.S. 's then-prevailing standard rates for such services.

#### 3. SOFTWARE

Unless subject to a separate license or agreement, any software furnished hereunder whether separate or incorporated with supplied hardware, including any subsequent updates, is furnished under the following terms and conditions:

- (a) The software, and any part thereof, is designed for use only on the type unit or device on which the software is first installed. If the software or developed code or program is going to be used on a similar device or copied, Customer must inform in writing to ROMA M.P.S. before such action is performed.
- (b) No exclusivity of use of the software is transferred to Customer.
- (c) No perpetual license is granted to Customer.
- (d) Upgrades, patches and support on developed code or program can be performed only by ROMA M.P.S. upon a fee and/or a monthly fee agreement.
- (e) Software and documentation copyrighted by ROMA M.P.S. shall not be copied in whole or in part, but additional copies of software and documentation in printed form may be obtained from ROMA M.P.S. or its representatives at ROMA M.P.S. for a fee, subject to applicable import and export laws and regulations.
- (f) Customer agrees that any copyright, proprietary, trade secret or similar notices appearing on and in software will be reproduced and included on and in any modifications and copies, in whole or in part, of software after written authorization of ROMA M.P.S. is provided.
- (g) The source code for any provided software is not included unless specifically listed as an item in the ROMA M.P.S. specification, the quote and on the final invoice and it can be provided upon ROMA M.P.S. discretion for a fee.



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- (h) On occasion, third party licensed software is provided. It will be identified as such and Customer will be required to complete any sublicense specified by the software licensor and provided by ROMA M.P.S.
- (i) If a separate software license agreement is required by ROMA M.P.S., Customer shall execute the software license agreement on or before installation, and the provisions of the separate software license agreement shall supersede the foregoing subparagraphs to the extent they are inconsistent with such license.
- (j) Customer agrees that ROMA M.P.S. is allowed to install passwords in the code or software provided to protect against the probability of tampering, hacking or data stealing.
- (k) To avoid data breaches Customer agrees to inform ROMA M.P.S. before connecting the device(s) provided or any software furnished under the contract to an unsecured network or the internet, the intent is to evaluate for a fee the possibility of hacking under the current date and time the security of the device and of the furnished code or program ("time is of the essence").

### 4. DELIVERY, TITLE AND RISK OF LOSS

Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by ROMA M.P.S., title and risk of loss or damage shall pass to the Customer when products are placed in the hands of a carrier at the point of shipment, or on a pro rata basis as services are performed.

If any part of the products cannot be shipped when ready due to any cause referred to in Article 5 "Excusable Delays", herein, ROMA M.P.S. may place such products in storage (which may be at the place of manufacture). In such event, (i) ROMA M.P.S. shall notify Customer of the placement of any products in storage, (ii) ROMA M.P.S.'s delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Customer, (iii) any amounts otherwise payable to ROMA M.P.S. upon delivery shall be payable upon presentation of ROMA M.P.S.'s invoices therefore and its certification as to such cause, (iv) promptly upon submission of invoices, Customer shall reimburse ROMA M.P.S. for all expenses incurred by ROMA M.P.S. , such as preparation for and placement into storage, handling, storage, inspection, preservation and insurance, and (v) when conditions permit and upon payment of all amounts due hereunder, ROMA M.P.S. shall assist and cooperate with Customer in any reasonable manner with respect to the removal of any products placed in storage. Unless otherwise expressed in writing Buyer is responsible for shipping and handling costs EX-FACTORY. ROMA MAINTENANCE's facility in BC. Canada.

### 5. EXCUSABLE DELAYS

ROMA M.P.S. shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Customer, prerequisite work by others, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, transportation delay or shortage, or (iii) inability on account of a cause beyond the reasonable control of ROMA M.P.S. to obtain necessary materials, components, services or facilities. ROMA M.P.S. will notify Customer promptly of any material delay excused by this Article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event ROMA M.P.S. is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, ROMA M.P.S. shall be entitled to an equitable price adjustment in addition to an extension of the time of performance.

### 6. PAYMENTS AND FINANCIAL CONDITIONS

Except as otherwise specified by ROMA M.P.S. in its quotation, pro rata payments shall become due as shipments are made. If ROMA M.P.S. agrees to delay shipments after completion of any product, payment shall become due on the date when ROMA M.P.S. is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Customer's risk and expense. All payments shall be made without set-off for claims arising out of other sales by ROMA M.P.S. Unless otherwise agreed, payments shall be made by wire transfer upon receipt of invoice.

Any order for products by Customer shall constitute a representation that Customer is solvent. In addition, upon ROMA M.P.S.'s request, Customer will furnish a written representation concerning its solvency at any time prior to shipment. If Customer's financial condition at any time does not, in the judgment of ROMA M.P.S., justify continuance of the work to be performed by ROMA M.P.S. hereunder on the agreed terms of payment, ROMA M.P.S. may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under bankruptcy or insolvency laws, ROMA M.P.S. shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges. ROMA M.P.S. 's rights under this Article are in addition to all rights available at law or in equity.

If Customer fails to fulfill any condition of its payment obligations, ROMA M.P.S. may (i) withhold deliveries and suspend performance, or (ii) continue performance if ROMA M.P.S. deems it reasonable, or (iii) place products in storage pursuant to the provisions of Article 5 above. In any event, the costs incurred by ROMA M.P.S. as a result of Customer's non-fulfillment shall be payable by Customer upon submission of ROMA M.P.S. 's invoices therefor. ROMA M.P.S. shall be entitled to an extension of time for performance of its obligations equaling the period of Customer's non-fulfillment whether or not



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ROMA M.P.S. elects to suspend performance. If Customer does not rectify such non-fulfillment promptly upon notice, ROMA M.P.S. may cancel the agreement and Customer shall pay ROMA M.P.S. cancellation charges upon submission of ROMA M.P.S. 's invoices therefor.

### 7. DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Customer to ROMA M.P.S. in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized ROMA M.P.S. employee.

### 8. TAXES

In addition to any price specified herein, Customer shall pay, or reimburse ROMA M.P.S. for, the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by ROMA M.P.S. or on behalf of Customer. Customer shall furnish ROMA M.P.S. with evidence of exemption acceptable to the taxing authorities.

### 9. INDEMNITIES

Subject to the provisions of Article 10, "Limitations of Liability", ROMA M.P.S. agrees to indemnify and save harmless Customer from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the performance of this agreement, to the extent such damage or injury is attributable to the negligence of ROMA M.P.S. ; provided that Customer gives ROMA M.P.S. prompt notice of any such claim and all necessary information and assistance so that ROMA M.P.S. , at its option, may defend or settle such claim and Customer does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of ROMA M.P.S. and Customer, the loss, expense or claim shall be borne by ROMA M.P.S. and Customer in proportion to their negligence.

### 10. LIMITATIONS OF LIABILITY

(a) Except as provided in Article1, "Patents", in no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall ROMA M.P.S. 's liability to Customer or its insurers for any loss or damage arising out of, or resulting from this agreement, or from the performance or breach thereof, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim, and except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article2, "SOFTWARE DEVELOPMENT WARRANTY". Any such claim of liability must be timely commenced in a court of competent jurisdiction in accordance with the applicable statute of limitations, but in no event later than one year from the termination of the warranty period.

(b) In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall ROMA M.P.S. be liable for any special, consequential, incidental or exemplary damages including, but not limited to, loss of profit or revenues, loss of data, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime cost, or claims of customers of the Customer for such damages. If the products or services being provided by ROMA M.P.S. will be furnished by the Customer to a third party by contract or otherwise or relate to a contract between the Customer and a third party, the Customer shall obtain from such third party a provision affording ROMA M.P.S. the protection of this Article. If Customer does not obtain this agreement for ROMA M.P.S. 's benefit, Customer shall indemnify, defend and hold ROMA M.P.S. harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of this Article.

(c) In no event shall ROMA M.P.S. be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of products serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this contract) or caused by the use of products by the Customer against the advice of ROMA M.P.S.

(d) If ROMA M.P.S. furnishes Customer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject ROMA M.P.S. to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. For the purposes of this Article, the term ROMA M.P.S. includes ROMA M.P.S. subcontractors and suppliers.

### 11. CHANGES, DELETIONS AND EXTRA SERVICES

Customer may, by written Change Order, request changes within the general scope of any services provided. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the project under this Agreement, there shall be an equitable adjustment to the contract price or in the time for performance, or both. ROMA M.P.S. shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the services have been agreed upon and (2) the Change Order has been signed by ROMA M.P.S. authorized employee and Customer.

Upon submittal of a written request by the Customer to ROMA M.P.S. to perform extra services or to alter, add to, or deduct from the services provided, ROMA M.P.S. shall submit to the Customer a written estimate of any adjustment to the scope of services, the construction schedule, the contract price,



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or any adjustments to the warranty or guarantee obligations or any other impacts which would result from the change. If the Customer elects to proceed with the changed services, Customer shall issue a Change Order to ROMA M.P.S. authorizing such adjustments as agreed to by the Customer and ROMA M.P.S.. The price of any extra or change shall be determined in one or more of the following ways: (1) by mutually agreed firm lump sum price, or (2) by unit prices specified in the contract or agreed upon, or (3) by cost and negotiated percentage of cost or fixed fee.

At any time and with prior consent of Customer in case of material changes, ROMA M.P.S. reserves the right to make changes in design, construction, arrangement or products; provided such changes do not result in any increase in the contract price or time for performance or alter the performance guarantees or warranty obligations set forth herein. Customer shall not unreasonably withhold its consent in case of material changes.

### 12. CONDITIONS AFFECTING THE SERVICES

Customer shall advise ROMA M.P.S. of the location and nature of any known unusual conditions which would affect the services, including but not limited to, underground obstructions, unstable soil conditions and the suspected presence of hazardous materials that could not otherwise be discerned by ROMA M.P.S. during a visual inspection of the site.

ROMA M.P.S. shall be entitled to assume that any Site data furnished by Customer is accurate and complete. ROMA M.P.S. shall promptly notify Customer of (1) any conditions at the Site which materially differ from those indicated in the information furnished by Customer, (2) any previously unknown physical conditions at the Site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of services provided for in this Agreement, (3) the suspected presence of any toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal, state or local statute, ordinance or regulations) which require special handling and/or disposal, or (4) the presence of archaeological remains. If such conditions cause an increase in ROMA M.P.S. 's cost or time for performance of any part of this agreement, ROMA M.P.S. shall be entitled to an equitable adjustment in the contract price and an extension in the time for performance.

If suspected toxic substances, hazardous substances, or hazardous wastes are present at the Site, ROMA M.P.S. shall not be obligated to commence or continue services until Customer causes such substances to be removed or remediated. ROMA M.P.S. shall be entitled to an appropriate equitable adjustment to the contract price and/or extension of the time for performance to the extent ROMA M.P.S. 's performance is adversely impacted by the presence of such substances.

### 13. RELEASE OF LIENS

Upon completion of the services and receipt of final payment for the services, including extras and changes, ROMA M.P.S. shall execute a release of liens applicable to any and all work performed pursuant to this Contract, provided that Customer has paid all amounts due and owing to ROMA M.P.S. under the contract.

### 14. DIAGNOSTIC SERVICES

Under these terms and conditions, ROMA M.P.S. may provide remote monitoring and diagnostic services to Customer in order to facilitate start-up, warranty services, and existing service contracts for the equipment ROMA M.P.S. provided to Customer under a separate agreement. ROMA M.P.S. and Customer agree that the existing business relationship between ROMA M.P.S. and Customer is adequate consideration for the obligations of ROMA M.P.S. and Customer under this Agreement. During the Term of this Agreement, ROMA M.P.S. will provide onsite support remote monitoring and diagnostics services through an internet or phone connection to Customer's system that will allow direct access to the covered equipment. This will provide the ROMA M.P.S. Onsite Support Center a view of signals, data and parameters that will be used to evaluate and assess equipment conditions so that appropriate actions can be recommended and implemented. To ensure system security, Customer will control the level of connection access. System security in any case is Customer's responsibility and ROMA M.P.S. can provide evaluations at extra cost at Customer's discretion.

### 15. GENERAL RELATED TO SERVICES

Unless otherwise specified by ROMA M.P.S., any estimate of ROMA M.P.S. shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's order.

Customer may terminate an order only upon paying ROMA M.P.S. its termination charges determined in accordance with ROMA M.P.S. 's standard accounting practices upon submission of ROMA M.P.S. 's invoices therefor. Termination of an order shall not relieve either party of any obligation arising out of work performed prior to termination.

ROMA M.P.S. reserves the right to subcontract any of the work to one or more subcontractors. The delegation or assignment by either party of any or all of its duties or rights hereunder without the other party's prior written consent shall be void, except that ROMA M.P.S. may, without prior written consent of the Customer, assign this agreement to a successor in interest by merger, by operation of law, by purchase, or otherwise, or to any entity at least 50% of whose stock or other equity interest is beneficially owned, directly or indirectly, by ROMA M.P.S. or any affiliate of ROMA M.P.S. .

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on ROMA M.P.S. These Project Terms and Conditions contain the entire and only agreement between the Customer and ROMA M.P.S. with respect to terms and conditions and supersede and cancel all previous negotiations, agreements, commitments, representations and writings in respect thereto. The Project Terms and



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Conditions may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each party.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of British Columbia, excluding its principles of conflicts of law. The parties hereto expressly disclaim the applicability of the UN Convention on Contracts for the International Sale of Goods. The invalidity, in whole or part, of any of the articles or paragraphs in these Project Terms and Conditions will not affect the remainder of such article or paragraph or any other article or paragraph.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein.

In the case of design service, ROMA M.P.S. will produce drawings using ROMA company's logo; any drawings will be stamped, signed and will have the company's permit before the equivalent registrar legal entity of BC or any other provinces in Canada, if customer wants drawings with their name on them this is extra service-arrangement.

This Agreement will be governed exclusively by the laws of British Columbia, and the parties irrevocably and exclusively attorn to the jurisdiction of the courts of British Columbia and agree that any proceeding brought in respect of this Agreement will be brought in such of those courts as is appropriate.

### 16. SITE ACCESS

Neither party shall require (i) waivers or releases of any personal rights or (ii) execution of documents which conflict with the terms of this agreement, from employees, representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases, waivers or documents shall be pleaded by them or third persons in any action or proceeding. All documentation collected throughout any phase of the work, task, or project shall form part of the ROMA M.P.S. project archive and may be used, without limitation or claim of ownership by the client, for future showcasing, marketing, and reference purposes with other customers.

--End of TERMS AND CONDITIONS AFFECTING TECHNICAL SERVICES.



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### STAGING SERVICE AGREEMENT (BRITISH COLUMBIA)

This Staging Service Agreement (the “Agreement”) is entered into between the staging service provider (“Company”) and the client (“Client”) for the provision of property staging services in the Province of British Columbia.

#### 1. Scope of Staging Services

Staging services are provided solely for the purpose of enhancing the visual presentation and market appeal of the property. Services may include furniture procurement, placement, décor selection, styling, decluttering guidance, minor cosmetic adjustments, and coordination of staging-related logistics. Staging services do not constitute interior design, architectural services, engineering services, or construction services unless expressly stated in a separate written agreement.

#### 2. No Structural or Regulated Work

The Company shall not perform structural alterations, electrical work, plumbing work, HVAC modifications, load-bearing changes, or any work requiring licensing, permits, or professional certification under British Columbia law. All recommendations are aesthetic only. The Client is solely responsible for retaining qualified and licensed professionals for any regulated work.

#### 3. Property Condition and Client Responsibilities

The Client represents and warrants that the property is safe, accessible, insured, and compliant with all applicable municipal, provincial, and federal laws prior to commencement of services. The Client shall disclose any known hazards, including but not limited to mold, pests, asbestos, structural deficiencies, or unsafe conditions. The Company may suspend services if unsafe conditions are identified.

#### 4. Furniture, Décor & Inventory Ownership

All staging furniture, artwork, accessories, and decorative items provided under this Agreement shall be paid for by the Client and shall remain the sole and exclusive property of the Client unless otherwise agreed in writing. Items are provided on a permanent basis. The Company is authorized to move, install, adjust, remove, alter, and utilize such items as reasonably required to perform staging services without requiring further written consent from the Client.

#### 5. Risk Allocation, Damage, and Liability (Client-Owned Inventory)

The Client assumes all risk of loss, damage, or deterioration to staging items upon delivery to the property, except where directly caused by the Company's proven gross negligence or willful misconduct. The Company shall not be liable for damage arising from normal handling, installation, wear and tear, environmental conditions, property defects, or acts or omissions of third parties, including occupants, visitors, real estate agents, buyers, photographers, or contractors.

#### 6. Limitation of Liability

To the maximum extent permitted under the laws of British Columbia, the Company's total aggregate liability arising from this Agreement shall be strictly limited to the total fees paid to the Company for staging services. Under no circumstances shall the Company be liable for indirect, incidental, special, exemplary, or consequential damages, including loss of sale, loss of profit, diminished property value, or transaction delays.

#### 7. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Company, its officers, employees, and contractors from any claims, damages, losses, liabilities, costs, or expenses arising out of the condition of the property, Client-owned inventory, or actions of third parties during the staging period, except to the extent caused by the Company's gross negligence or willful misconduct.

#### 8. No Guarantee of Outcome

The Company makes no representations or guarantees regarding property sale, sale price, time on market, or buyer response. Real estate outcomes are influenced by factors beyond the Company's control, including market conditions, pricing strategy, and location.

#### 9. Photography and Marketing Authorization

The Client grants the Company a perpetual, royalty-free right to photograph, video record, and document the staged property for portfolio, marketing, advertising, and promotional purposes, unless expressly revoked in writing prior to service commencement.

#### 10. Insurance and Access

The Client is responsible for maintaining adequate property insurance during the staging period. The Company is not responsible for securing the premises or monitoring access outside of scheduled service times.

#### 11. Handover and Ownership Acknowledgment

Upon completion of staging services, the Client acknowledges receipt, ownership, and condition of all purchased staging items. Title to all items shall be deemed transferred to the Client upon delivery to the property, and the Client releases the Company from any further responsibility for storage, maintenance, or future condition of such items.

#### 12. Termination

Either party may terminate this Agreement upon written notice. Fees for services rendered and costs incurred up to the termination date shall remain payable by the Client.



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### 13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable laws of Canada. The parties irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

### 14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations. Any amendments must be in writing and signed by both parties.

### SIGNATURES

#### CLIENT

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### COMPANY

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**--End of TERMS AND CONDITIONS AFFECTING STAGING.**



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**Service Rates: Canadian Dollar**, for year 2025, 2026.

January 01, 2025

### SERVICES & TECH SUPPORT RATES

Project (CAD Designing, Programming\*, Start up, Commissioning...):

Hourly Service	First 7.5 hours. on Monday-Friday 08:00-16:30)	\$200.00cad/hr
Overtime	> 7.5 hours & <10 hours weekday or: Monday-Friday 16:30-22:00 Monday-Friday 06:00-08:00 First 7.5 hours on Saturday 08:00-16:30	\$250.00cad/hr
Premium Overtime	> 10 hours weekday & > 7.5 hours on Saturday or: Monday-Friday 0:00-06:00 & 22:00-24:00 Saturday 0:00-08:00 & 16:30-24:00 All Sundays & Holidays	\$275.00cad/hr

Tech Service and Support Rates (Include Trades & Handyman services):

Hourly Service	First 7.5 hours. on Monday-Friday 08:00-16:30)	\$100.00cad/hr
Overtime	> 7.5 hours & <10 hours weekday or: Monday-Friday 16:30-22:00 Monday-Friday 06:00-08:00 First 7.5 hours on Saturday 08:00-16:30	\$150.00cad/hr
Premium Overtime	> 10 hours weekday & > 7.5 hours on Saturday or: Monday-Friday 0:00-06:00 & 22:00-24:00 Saturday 0:00-08:00 & 16:30-24:00 All Sundays & Holidays	\$175.00cad/hr

Travel Time (Considered No Overtime):

Hourly Service	Travel time applies for one-way travel over 90 min, counted from departure from the office/site/hotel to arrival at the office/site/hotel.	\$80.00/hr.
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Notes:

1. The minimum billing period is 2 hours.
2. The above quoted rates do not include any taxes. All taxes will be to Buyer's account.
3. Fractional hours smaller than 30 min will be rounded up to 1 full hour.
4. Same day service, all time are charged as Premium Overtime, including travel time.
5. Travel hours in excess of the 7.5 hours which has already been worked should not exceed 2.5 hrs. or the travel time will be charged as overtime. (Meaning work plus travel time should not exceed 10 hrs. daily).
6. \*Programming or coding time of regular hours in excess of 80 hrs. will have 10% discount, in excess of 160 hrs. 20% discount and in excess of 640 hrs. 30% discount per quote.

Travel Policy:

Per diem	Daily, even if customer decide to pay for food.	\$100.00cad/day
Vehicle	Travel km charged	\$1.00cad/km
Airfare	Travel by Coach/Economy class	
Rental Car	Full size car or SUV	
Accommodation	Standard Hotel accommodation up to \$140/night (excl taxes), exceptions after written approval.	

- Expenses Charged at Cost +10% (Plus GST)
- Goods Shipping and Handling Charged at Cost +10% (Plus GST)



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**Out of Canada Service Rates: US Dollar, for year 2025, 2026.**

**January 01, 2025**

### **SERVICE / TECH SUPPORT RATES**

Project (CAD Designing, Programming, Start up, Commissioning...):

Hourly Service	First 7.5 hours. on Monday-Friday 08:00-16:30)	\$200.00usd/hr.
Overtime	> 7.5 hours & <10 hours weekday or: Monday-Friday 16:30-22:00 Monday-Friday 06:00-08:00 First 7.5 hours on Saturday 08:00-16:30	\$275.00usd/hr.
Premium Overtime	> 10 hours weekday & > 7.5 hours on Saturday or: Monday-Friday 0:00-06:00 & 22:00-24:00 Saturday 0:00-08:00 & 16:30-24:00 All Sundays & Holidays	\$300.00usd/hr.

Tech Service and Support Rates: (Include Trades and Handyman)

Hourly Service	First 7.5 hours. on Monday-Friday 08:00-16:30)	\$100.00usd/hr.
Overtime	> 7.5 hours & <10 hours weekday or: Monday-Friday 16:30-22:00 Monday-Friday 06:00-08:00 First 7.5 hours on Saturday 08:00-16:30	\$150.00usd/hr.
Premium Overtime	> 10 hours weekday & > 7.5 hours on Saturday or: Monday-Friday 0:00-06:00 & 22:00-24:00 Saturday 0:00-08:00 & 16:30-24:00 All Sundays & Holidays	\$175.00usd/hr.

Travel Time (No Overtime Work):

Hourly Service	Travel time applies for one-way travel over 90 min, counted from departure from the office/site/hotel to arrival at the office/site/hotel.	\$80.00usd/hr.
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Notes:

1. The minimum billing period is 2 hours.
2. The above quoted rates do not include any taxes. All taxes will be to Buyer's account.
3. Fractional hours smaller than 30 min will be rounded up to 1 full hour.
4. Same day service, all time are charged as Premium Overtime, including travel time.
5. Travel hours in excess of the 7.5 hours which has already been worked should not exceed 2.5 hrs. or the travel time will be charged as overtime. (Meaning work plus travel time should not exceed 10 hrs. daily).
6. \*Programming or coding time of regular hours in excess of 80 hrs. will have 10% discount, in excess of 160 hrs. 20% discount and in excess of 640 hrs. 30% discount per quote.

Travel Policy:

Per diem	Daily, even if customer decide to pay for food.	\$100.00usd/day
Vehicle	Travel km charged	\$1.00usd/km
Airfare	Travel by Coach/Economy class	
Rental Car	Full size car or SUV	
Accommodation	Standard Hotel accommodation up to \$140/night (excl taxes), exceptions after written approval.	

- Expenses Charged at Cost +10% (Plus GST)
- Goods Shipping and Handling Charged at Cost +10% (Plus GST)

**--- END OF STANDARD TERMS and CONDITIONS. ---**



## Roma Maintenance Property Services

Office: 811 Henderson Ave  
Coquitlam, BC, V3K 1P1, Canada.

*Mission Statement "Our mission is to help homeowners, realtors, and developers present every property with confidence by providing creative staging, personalized design, and dependable maintenance services built on trust and quality."*

-- WEBSITE/EXCHANGE DATA COLLECTION AGREEMENT TERMS. --

**PLEASE READ AND ACCEPT THE FOLLOWING REGISTRATION AGREEMENT(S) TO PROCEED WITH  
REGISTERING/LOG-IN**

1. User, Registrant, Presenter and Exhibitor Release. As part of its archival, educational and/or promotional efforts, ROMA MAINTENANCE from now on "ROMA", "ROMA PROPERTY SERVICES" "ROMA SERVICES", "ROMA M.P.S." may record the events of ROMA Exchange. Accordingly, as partial consideration for your admission to ROMA Exchange, you hereby agree to the following for no further compensation (monetary or otherwise):

a. Consent. You hereby consent to ROMA's photographing, filming, taping and/or recording of you, your presentation(s) and/or your exhibit(s) at all times during ROMA Exchange, regardless of whether you are aware or unaware of such activities. The results and proceeds of such photography, filming, taping and/or recording (including, without limitation, all photographs, films, and sound recordings, and all elements and derivatives thereof) are referred to herein collectively as the "Works."

b. Grant of Rights. You hereby grant ROMA the non-exclusive, irrevocable, unconditional, unencumbered, transferable, sub-licensable, royalty-free, fully-paid, perpetual and universe-wide license to reproduce, prepare derivative works based upon, distribute, transmit, publicly perform, publicly display, exploit and otherwise use the following, whether in original or modified form, in relation to the Works or any portions thereof, for any commercial or non-commercial purpose, and in any manner, medium or form, whether now known or hereinafter devised, as ROMA sees fit: (a) your name, likeness, voice, image and biography; (b) your presentation(s) at ROMA Exchange, if any, together with any names, trademarks and content used in connection with such presentation(s); and (c) your exhibit(s) at ROMA Exchange, if any, together with any names, trademarks and content used in connection with such exhibit(s).

c. General Release; Limitation of Liability. YOU HEREBY RELEASE ROMA AND ITS OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES AND LICENSEES FROM AND AGAINST ALL CLAIMS YOU HAVE OR MAY HAVE AGAINST ANY OF THEM FOR INFRINGEMENT, DILUTION, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, PERSONAL OR EMOTIONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE, OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH ANY OF THE WORKS OR ANY OF THE ACTIVITIES DESCRIBED HEREIN.

YOU WAIVE YOUR RIGHT TO, AND IN NO EVENT SHALL YOU SEEK TO, ENJOIN ANY OF THE WORKS OR ANY EXERCISE OF THE RIGHTS OR PRIVILEGES GRANTED, CONVEYED OR RELEASED HEREUNDER.

d. Representations and Warranties; Indemnification. You hereby represent and warrant to ROMA that: (a) no obligation, disability, agreement or adverse claim exists that restricts your grant, conveyance or release of any rights or privileges hereunder; (b) ROMA is not required to seek the permission of or compensate any third party(ies) to exercise any such rights or privileges; and (c) your contributions to the Works, if any, do not infringe upon or violate the proprietary, privacy, and/or publicity rights of, or defame or disparage, any person or entity. YOU SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS ROMA AND ITS OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, TRANSFEREES AND LICENSEES FROM AND AGAINST ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, JUDGMENTS AND OTHER ACTIONS BROUGHT BY THIRD PARTIES AGAINST ANY SUCH INDEMNITEES, TOGETHER WITH ANY DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING REASONABLE COSTS AND OUTSIDE ATTORNEY(S) FEES) INCURRED BY ANY SUCH INDEMNITEES, ARISING OUT OF OR IN CONNECTIO WITH ANY BREACH OF THE FOREGOING REPRESENTATIONS AND/OR WARRANTIES.

e. Personal Responsibility. By accepting these Terms & Conditions, you acknowledge receipt of the Attendee Code of Conduct provided during the conference registration process and agree to be bound by its terms, which are incorporated herein (reference here). If you fail to comply with the Code of Conduct, ROMA Global Users Exchange Board of Directors reserve the right to refuse your entry to this or future conferences. No refunds will be provided for any conference-related expenses (including, but not limited to, registration fees, exhibiting fees, booth fees, travel/entertainment expenses, and so forth).

**End of DATA COLLECTION AGREEMENT TERMS. --**



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### -- WEBSITE / BOOKING: CANCELLATION TERMS. --

*Applies to all Staging, Maintenance, Landscaping , Trades & Handyman Services booked through Google Calendar.*

- 1. Booking Policy
- All appointments must be scheduled through the Roma MPS Google Calendar booking system.
- Once booked, you will receive an automatic confirmation by email.
- Please ensure your contact information (email + phone) is accurate so we can reach you if needed.
- Bookings may require manual approval; unapproved bookings are not confirmed until you receive the follow-up confirmation message.

- 2. Arrival Window
- Roma MPS technicians operate with a 30–60 minute arrival window, depending on traffic, weather, and job duration.
- If the work requires more time than anticipated, an extended appointment or a secondary visit may be scheduled.

- 3. Client Responsibilities Before Appointment

Clients must ensure:

- Clear access to the work area.
- Parking availability where possible.
- Gate codes, lockbox codes, alarms, or entry instructions are provided before the appointment.
- Pets are secured to ensure safety and prevent delays.

Failure to provide access may be considered a no-show, with fees applied.

- 4. Rescheduling Policy
- You may reschedule your appointment using the link provided in your Google Calendar confirmation email.
- Rescheduling is subject to availability in our calendar.
- Rescheduling within less than 24 hours of the appointment may incur a rescheduling fee (typically \$25–\$50, depending on service type).

- 5. Cancellation Policy

- Cancellations made 24 hours or more before the appointment: No fee.
- Cancellations made less than 24 hours before the appointment:

- \$50 cancellation fee, or
  - Up to 50% of the estimated service price, depending on the type of work and preparation already completed.

- 6. No-Show Policy

A “no-show” occurs when our technician arrives at the scheduled time and:

- There is no answer at the door,
- No access is provided,
- Client is unreachable by phone/text,
- Instructions provided are incorrect or incomplete.

No-shows will be charged the minimum call-out fee of \$85 or the full service cost, depending on the work scheduled.

- 7. Deposits (Staging & Large Projects)

For staging, large projects, or multi-day work:

- Roma MPS may require a 50% deposit to secure the appointment and client agrees to pay for the re-scheduled time to prepare the multiday work contract(s).
- Deposits are non-refundable if the client cancels within 48 hours of the scheduled date due to the preparation and labour involved.

- 8. Payment Terms

- Invoices are sent digitally after job completion unless pre-payment is required or agreed.
  - Outstanding invoices must be paid before future bookings can be approved.
  - Late payments incur additional administrative fees and compounding interests.

- 9. Rescheduling by Roma MPS

Roma MPS reserves the right to reschedule an appointment due to:

- Weather conditions,
- Supplier or material delays,



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- Safety concerns,
- Technician injury or emergency,
- Overlapping emergency service calls.

Clients will be notified as soon as possible via phone, text, or email.

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- 10. Automatic Notifications
- Google Calendar provides automatic email reminders and device notifications.
- These reminders are a courtesy. Clients remain responsible for tracking their appointment time.

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- 11. Agreement

By booking through the Roma MPS Google Calendar, you acknowledge that:

- You have read, understood, and agreed to these Booking & Cancellation Terms.
- These booking terms apply to all services provided by Roma MPS unless otherwise stated in a written contract.

**End of BOOKING CANCELLATION TERMS. –**

**1\_Roma MPS. STANDARD TERMS and CONDITIONS\_V1.6, 05 Dec 2025.**