



Otto's Electric Inc. – Sub-Contract Installation Terms & Conditions

1. Scope of Supply

Where Sub-Contract Installation services are selected, **Otto's** acts solely as a **supplier of products**. Installation services are provided by an independent third-party contractor, **Hi-Tech Installs of Olds, Alberta** ("Installer").

Otto's does **not** perform installation services.

2. Independent Contractor

The Installer is an **independent contractor** and is not an employee, agent, partner, or representative of Otto's. Otto's does not supervise, direct, or control the Installer's work, personnel, methods, scheduling, or performance.

3. No Responsibility for Installation

Otto's assumes **no responsibility or liability** for installation services, including but not limited to:

- Workmanship or quality of installation
- Completion, delays, or deficiencies
- Compliance with building codes, permits, inspections, or regulations
- Damage to property or structures
- Personal injury or loss arising from installation activities

All responsibility for installation services rests **solely with the Installer**.

4. Collection of Installation Fees

Where applicable, Otto's may collect installation fees on the original invoice **as a convenience to the customer**, acting solely as a **pass-through** on behalf of the Installer.

The collection of installation fees by Otto's shall **not** be construed as:

- Acceptance of responsibility for installation services
- A warranty or guarantee of installation workmanship
- The creation of an agency, partnership, or employment relationship

5. Installation Satisfaction & Disputes

Any claims, concerns, disputes, or dissatisfaction related to installation services must be addressed **directly with the Installer**. Otto's does not provide warranties, guarantees, or assurances regarding installation services.

6. Sole and Exclusive Remedy

In the event of any dissatisfaction, dispute, or claim related to installation services, the customer's sole and exclusive remedy against Otto's shall be limited to a refund of the installation fees actually collected by Otto's on behalf of the Installer.

Otto's shall not be responsible for:

- Reinstallation or corrective work
- Labour costs
- Property damage or repairs
- Delays, loss of use, or consequential damages
- Any costs or damages exceeding the installation fees collected

7. Product Terms Still Apply

All products supplied by Otto's remain subject to **Otto's standard Terms & Conditions of Sale**, including product warranties (if any), limitations of liability, and return policies. No installation-related obligations are implied or extended to Otto's.

8. Indemnification

The customer agrees to **release, indemnify, and hold harmless** Otto's from any claims, losses, damages, costs, or expenses arising from or related to installation services performed by the Installer.

9. Governing Law

These Sub-Contract Installation Terms & Conditions shall be governed by and interpreted in accordance with the laws of the **Province of Alberta**.