

TERMS AND CONDITIONS - DAMAGE PREVENTION SERVICES

By Canadian Cutting and Coring (Toronto) Limited (CCC) providing these services, the Customer hereby accepts, agrees to and acknowledges the following statements, terms and limitations on the Services to be provided:

- CCC uses electromagnetic (EM), magnetic, and radiographic (X-Ray) equipment for the purpose of Non-Destructive Testing, Damage Prevention, and Hazard Location to assist in the requests of Customer or Customer's representative(s).
- CCC does not make any express or implied warranty as to the result of these Damage Prevention Services/technologies (Ground Penetrating Radar, EM Utility Locating and X-Ray).
- Survey analysis provided by CCC to the Customer is based on site review/collected data that is inferred, imperfect and incomplete due to the limitations of the technologies used and lack of required documentation (utility drawings and records). As such, CCC will provide advice, but no express or implied warranty, on the probable location of inferred objects/ utilities that may be detected by the technology used by CCC.
- The final determination for the location of any destructive testing or penetration is at the sole discretion of the Customer, not CCC.

GROUND PENETRATING RADAR

Ground Penetrating Radar (GPR) is a form of Non-Destructive Testing used by CCC. GPR can produce false positives and false negatives. Additionally, results can vary when utilizing GPR depending on several factors, including, but not limited to, inadequate working space (e.g. no GPR data can be collected within 6" of any vertical obstruction for concrete inspection), depth of signal penetration, ambient temperatures, subsurface distribution/geometry, classification/ conductivity and moisture content of subsurface/survey material (concrete, soils etc.), spatial placement of objects/obstructions within the survey area, such as reinforcing steel, steel mesh, metallic filings, conduits, metal fencing, catch basins, and railway lines among others. Based on the above limitations, Customer is advised, and hereby agrees, to corroborate GPR data with other sources (all records/drawings/utility locates, engineering plans, schematics, building history etc.) before making a determination for the location of any destructive testing or penetrations/ excavation through the material.

X-RAY

The Customer acknowledges that: (a) The Company uses a radioactive isotope for the purpose of Non-Destructive Testing, Damage Prevention and Surveying to assist in the request of the Customer or its representative. This service does not promise or imply that it represents any other than a guide as to the location of buried or embedded objects within the surveyed area of the slab or wall. (b) There may be physical conditions, such as juxtaposition of images in or near the area of interest which may limit or impair the resolution of objects in the area(s) radiographed. The depth of effective penetration for "gamma" radiography in concrete is 22 inches, however, we recommend that the use of radiography be limited to 18 inches in concrete thickness and the Company assumes no liability for damages to objects or services not detected in sections thicker than 18 inches. All markings on tracings or field reports are an interpretation of the images presented on the radiograph and take into account the physical conditions observed at site and any variation in exposure technique required to produce a particular radiograph. In all cases the Customer agrees to observe the 2 inch "NO CUT ZONE" clearly marked around the perimeter of the radiograph and further agrees to position any hole or opening a minimum of 1 inch from any reinforcing component and a minimum of 2 inches from any disclosed services or "post tension cable". Should the Customer or his agent receive engineering approval to cut reinforcing components to allow the progress of the work, the Company shall in no way be liable. (c) It is understood and agreed by the Customer, that the implied positions of all marked objects are for the convenience of the Customer only and does not relieve the Customer or any other person or entity from liability for property damage or personal injury, including death, to any person as a result of the information provided by this survey.

All markings CCC makes as a result of GPR scanning or x-ray imaging represent the inferred center point of the object and do not in any way designate the size of the object. CCC advises Customer against working within the provided tolerance as a result of the service.

EM UTILITY LOCATING

CCC also uses fixed frequency Utility Locating devices which can be severely affected by competing EM fields from sources including, but not limited to, nearby-metal objects, utility/service congestion and electronic equipment. Results from this equipment/technology may be distorted and/or unattainable. Magnetic/Electromagnetic fields which propagate from linear conductors from either passive or active induction, including, but not limited to reinforcing steel bars and nearby services or any linear conductors (fencing, railroad lines etc.), can cause field distortion and lead to false markings and inconclusive results. Direct access to detectable utilities is required with this equipment to generate (or induce) current to flow on specific services and is part of complying with CCC service best practises. As part of the requirements for CCC to complete any Damage Prevention Service it is the responsibility of the customer/ client/ owner to provide all relevant utility information including documentation, records, drawings and direct access to all detectable utilities which may interfere with any subsequent work within the limits of the service provided by CCC.

Customer must locate and mark all services/utilities that are publicly owned and within the work area through an appropriate/approved contractor before CCC commences any Damage Prevention Services.

The inferred/approximate location of all objects detected by any Damage Prevention Service by CCC is for the convenience of the Customer only. Customer defend, indemnify and hold harmless CCC for any property damage or personal injury, including death, to any person arising out of, or relating to, the result of the information provided by CCC.

EXPIRY

The results of all Damage Prevention Services provided by CCC will not be valid and shall expire based on the following:

- 30 days has passed from the day the service was provided.
- Any site markings have been removed or worn away.
- Stakeout/field report has been lost or removed from the job site.
- Stakeout/field report is not available to any personnel completing any destructive/mechanical work within the limits of the original survey area that Damage Prevention Services were provided.
- Scope/limits of work has altered or changed since the completion of any Damage Prevention Service.