

# **Service Terms & Conditions**

## **Canadian Cutting and Coring (Toronto) Limited**

### **PAYMENT**

1. All Canadian Cutting and Coring (Toronto) Limited (CCC) invoices will be mailed to the billing address stated on Customer's credit application. Payment is due within 30 days. Should it become necessary to place Customer's account with a collection agency or attorney for collection, Customer shall pay all collection costs, including, but not limited to, attorneys' fees, expert witnesses' fees, and court costs, in addition to all other sums due. Should any account become past due, Customer's right to purchase on credit may be suspended at the sole discretion of CCC. CCC reserves the right to withhold, cancel, or modify credit privileges at its sole discretion and for any reason.

2. Upon request, Customer will provide updated credit information. Any and all credit, financial and other information submitted to CCC shall be true, correct, and complete on the date submitted. CCC may at any time obtain credit information about Customer from any credit bureau, its employer, or any other person/reference in connection with any of Customer's dealings with CCC and CCC may disclose (automatically or upon request) credit information about Customer to credit bureaus and to persons with whom Customer has or proposes to have financial dealings or if CCC believes disclosure is required by law. Customer hereby consents to the collection, use, and disclosure of any personal information disclosed to CCC, if any, in order for CCC to determine Customer's credit worthiness, to meet Customer's requests for services, to administer accounts, and to comply with legal requirements. Without limiting the foregoing, Customer hereby consents to the disclosure of personal information to third parties where required in order to obtain credit reports and credit references and to otherwise determine credit worthiness.

3. If at any time, CCC owes credits, refunds, or other monies to Customer, CCC has the right, at its sole discretion, to set off these amounts against any unpaid invoices.

## **CUSTOMER'S RESPONSIBILITIES**

4. It is Customer's duty to arrange for the work site to be free of any and all obstacles.

5. Customer covenants that it has or will comply with all provincial, federal, and local taxes, orders, laws, statutes, ordinances, codes, rules, and regulations (collectively, "Applicable Law") with respect to safety, accident prevention, property damage prevention, and safe work practices. Customer covenants that it has or will conduct inspections to determine if safe working conditions and equipment exist. *Customer further covenants that, where appropriate, timely notice has been given of a planned excavation in accordance with Applicable Law.*

6. Unless otherwise agreed to in writing prior to CCC performance of services, and subject to general industry practice, the services provided by CCC do not include: layout, flagging and barricades, traffic control, dust and water control, utilities (cut, cap and demolition), protective covers, shoring, scaffolding, work with hazardous materials, ventilation, earthwork, repair of pavement scarring, pile extraction, salvage for others, delays or accelerations, testing inspections, permits, sales and use tax, bonds, and surface preparation.

7. Unless otherwise agreed to in writing prior to CCC's arrival on site, it is Customer's responsibility to: locate, identify, mark, and/or de-energize any buried or hidden utility services; provide layout for areas to be drilled, sawcut, broken-out, excavated, or x-rayed; and provide safety rails, covers, hoarding, platforms, etc., all in accordance with Applicable Law.

8. Certain government agencies and owners specify that concrete slurry created during the cutting process be collected, removed from the job site, and properly disposed of. Slurry collection and disposal is not included in the price of services provided by CCC and will be performed when required by Applicable Law or requested by Customer at standard hourly rates. In the event Customer desires to perform the slurry clean up with its own crews and equipment, Customer shall so indicate by notifying CCC in writing.

9. While CCC shall take all reasonable care to avoid damage to any underground services, the Customer agrees to indemnify CCC in respect of any and all liability claims, loss, damage, costs and fines as a result of damage not precisely located or identified.

10. CCC shall have no duty or obligation to defend or indemnify Customer or any third party for any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenue, and expenses (including, but not limited to, any fees of accountants, attorneys, experts, or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened, or alleged, arising out of, resulting from, or in any way (either directly or indirectly) related to the work or services provided by CCC, except to extent caused by CCC.

11. CCC shall not be liable for any damage caused howsoever to any persons, building structure or services, fixtures, goods or chattels, nor be held liable for any damages caused by delay due to strikes, lock outs, accidents, labour shortage, fire, flood, pandemic or epidemic, which may cause any interruption to the work and in no event shall be liable for consequential damages for claims resulting from or arising out of the carrying out of the works.

## **TERMS SPECIFIC TO DAMAGE PREVENTION SERVICES**

9. By CCC providing these services, the Customer hereby accepts, agrees to and acknowledges the following statements, terms and limitations on the Services to be provided:

a. 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).

b. 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).

c. 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.

d. 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**

e. 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**

f. 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.

g. 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**

h. 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.

i. 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.

j. 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.

## **GENERAL**

10. CCC expressly disclaims any and all warranties, express or implied, including, without limitation, any warranty of merchantability and/or fitness for a particular purpose.

11. Customer disclaims any right to rescind, or cancel the agreement with CCC or to make a claim for damages arising out of any inadvertent misrepresentation made to Customer by CCC and Customer acknowledges that the services are provided based upon Customer's skill, diligence and judgment.

12. Notice of any delay or damage claims must be delivered in writing to CCC within 48 hours of occurrence of the event giving rise to such claim. Customer waives all rights to assert a claim unless such notice is given as required by this paragraph. CCC liability for a claim that results from the provision of any services to Customer is limited to the amount charged by CCC for the specific service involved in the claim. Under no circumstances will CCC be liable for special,

indirect, incidental, punitive, liquidated, or consequential damages, including, but not limited to, loss of profits, revenue, or use.

13. CCC reserves the right to supply labor, materials, and services on credit on “job accounts” or “project accounts” only. In the event that CCC exercises that right, Customer agrees to provide CCC with all information necessary for CCC to protect its statutory payment rights and remedies.

14. The invalidity of any provision or provisions herein contained shall not affect the other provisions, and these other provisions shall be construed in all respects as if the invalid provision or provisions were omitted.

15. Any agreement to provide services, which shall at all times include these Terms and Conditions, shall be governed by the laws of the Province of Ontario and the Superior Court for the Province of Ontario shall have the exclusive jurisdiction to hear any claims related to or arising out of the services provided, these Terms and Conditions or any agreement between the Customer and CCC.

16. Customer shall not assign any of its duties, obligations, or rights hereunder without the prior written consent of CCC.

17. These Terms and Conditions govern the relationship between CCC and Customer concerning the provision of services and may not be amended or replaced by any terms or conditions of any purchase orders or other correspondence from Customer to CCC containing provisions which are different from those stated above.

**THESE TERMS AND CONDITIONS MAY BE AMENDED BY CCC AT ANY TIME OR FROM TIME TO TIME, IN WRITING AND/OR ON CCC WEBSITE. CUSTOMER SHALL BE BOUND TO THE TERMS AND**



**CONDITIONS IN EFFECT AT THE TIME CUSTOMER AGREES TO BE BOUND.**

**THESE TERMS AND CONDITIONS SHOULD BE READ AND INTERPRETTED ALONG WITH ANY OTHER SPECIFIC TERMS AND CONDITIONS RELATIVE TO ANY OTHER SPECIFIC SERVICES, ALL OF WHICH HAVE BEEN MADE AVAILABLE TO THE CUSTOMER. I HAVE READ AND UNDERSTOOD THE TERMS & CONDITIONS OF THIS DISCLAIMER AND HEREBY ACCEPT THESE CONDITIONS IN THEIR ENTIRETY IN CONTRACTING WITH CCC.**

*Rev. 01/01/2020*