



## TERMS & CONDITIONS

Customer agrees to be bound to these Standard Terms and Conditions (“Terms and Conditions”), which shall govern the relationship between Daly Concrete Coring Ltd. (“Daly”) and Customer for all purposes during the provision of services by Daly to Customer. Customer’s request, approval, or consent, in any form, for Daly to commence or proceed with any provision of services will irrevocably be deemed to be acceptance by the Customer of all of the following terms and conditions, and any subsequent version thereof.

## PAYMENT TERMS

1. Payment is due upon receipt (Net 30 days). Any invoice (outstanding balance) not paid according to Daly’s terms will be considered past due and subject to service charge(s) at a rate of 18% per annum (1½ % per month), or the maximum amount allowed by law, whichever is higher. Retention is not allowed. 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.
2. If at any time, Daly owes credits, refunds, or other monies to Customer, Daly has the right, at its sole discretion, to set off these amounts against any unpaid invoices.

## SERVICES

3. 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, when appropriate, timely notice has been given of a planned excavation in accordance with Applicable Law.
4. Unless otherwise agreed to in writing prior to Daly’s performance of services, and subject to general industry practice, the services provided by Daly do not include: layout and qualify both sides of the slab, flagging and barricades, traffic control, dust and water control, utilities (cut, cap and demo), 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.
5. Unless otherwise agreed to in writing prior to Daly’s arrival on site, it is the Customer’s responsibility to: locate, identify, mark, and 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.
6. Daly 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 Daly, except to the extent caused by Daly.

## TERMS SPECIFIC TO SCANNING SERVICES

7. By entering into the attached Agreement, Customer hereby accepts, agrees to and acknowledges, the following terms and limitations on Services to be provided by Daly to Customer:
  - a. Daly uses electromagnetic, 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. Daly does not make any express or implied warranty as to the results of the GPR scanning or x-ray.
  - c. Analysis provided by Daly to the Customer is based on collected data that is imperfect and incomplete due to the limitations of the technology used for GPR scanning or x-ray imaging. As such, Daly will provide advice, but no express or implied warranty, on the probable location of embedments that may be detected by the technology used by Daly.
  - d. The final determination for the location of any destructive testing or penetration is at the sole discretion of the Customer, not Daly.
  - e. GPR (Ground Penetrating Radar) is a form of Non-Destructive Testing used by Daly. 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 3” of any vertical obstruction for concrete inspection), depth of signal penetration, extreme temperatures, subsurface distribution/geometry, classification, conductivity and moisture content of subsurface material, spatial placement of objects within, or obstructions within the examination 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

# DALY

data with other sources (engineering plans, schematics, building history) before making a determination for the location of any destructive testing or penetrations through the material.

f. X-Ray is also a form of Non-Destructive Testing used by Daly. Results can vary when utilizing x-ray depending on several factors, including, but not limited to, inadequate working space or obstructions within the examination area that would prevent adequate access to both sides of the material being inspected such as conduits or track, among others. Based on the above limitations, Customer is advised, and hereby agrees, to corroborate x-ray images and markings with other sources (engineering plans, schematics, building history) before making a determination for the location of any destructive testing or penetrations. When x-ray services are performed, Daly provides x-ray images (digital or print) in addition to markings. The final interpretation of the image including the location of any embedments and the decision on where to cut the target is the responsibility of the customer only.

g. All markings Daly 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. Daly advises Customer against making any cut within 1 inch of the edge of any probable rebar, 6 inches of the edge of any probable post tension cable, and 2 inches of the edge of all other probable embedments (including but not limited to conduit, and other utility lines). We advise against cutting within 3 inches of the edge of the line on either side. However, 6 inches from the edge of the line is the preferred distance for cutting/coring near post tension cable when possible.

h. Customer must locate and mark all services/utilities that are publicly owned and within the work area through an appropriate contractor before Daly commences its scanning/x-ray services.

i. The approximate location of all objects detected by GPR or x-ray are for the convenience of the Customer only. Customer defend, indemnify and hold harmless Daly 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 Daly's GPR scanning or x-ray imaging.

j. At customer's request Daly may mark a target area with the location of probable embedments. After Daly leaves the target area worksite, Customer is responsible for the maintenance and integrity of the markings for future use.

k. When provided, written communications as a submitted report and/or a site mark-up take precedence and supersede any verbal advice provided by Daly to the Customer.

## GENERAL

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

**9. Notice of any delay or damage claims must be delivered in writing to Daly 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. Daly's liability for a claim that results from the provision of any services to Customer is limited to the amount charged by Daly for the specific service involved in the claim. Under no circumstances will Daly be liable for special, indirect, incidental, punitive, liquidated, or consequential damages, including, but not limited to, loss of profits, revenue, or use.**

10. 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.

11. Any agreement to provide services, which shall at all times include these Terms and Conditions, shall be governed by the jurisdiction where the services are provided to Customer, at Daly's sole discretion.

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

14. These Terms and Conditions govern the relationship between Daly 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 Daly containing provisions which are different from those stated above.

THESE TERMS AND CONDITIONS MAY BE AMENDED BY DALY AT ANY TIME OR FROM TIME TO TIME, IN WRITING AND/OR ON DALY'S WEBSITE. CUSTOMER SHALL BE BOUND TO THE TERMS AND CONDITIONS IN EFFECT AT THE TIME CUSTOMER AGREES TO BE BOUND.