

TERMS AND CONDITIONS

Customer acknowledges and agrees being advised that Leading Edge Concrete Cutting Specialists Inc. ("Leading Edge") may use Ground Penetrating Radar ("GPR") for the purposes of non-destructive testing, which technology uses electromagnetic and magnetic equipment. Customer acknowledges and accepts that the use of GPR has its limitations, and while GPR is the most accurate subsurface imaging technology currently available, this technology does have limitations which can limit the accuracy of results Leading Edge can provide to Customer. The results provided through the use of this technology are meant to be used as a guide to indicate where buried services may reside within or below the survey material.

Due to the physical aspects of GPR, the electrical conductivity of the ground, the transmitted centre frequency and the radiated power all may limit the effective depth range of GPR investigation. Increases in electrical conductivity reduce the introduced electromagnetic wave, and thus the penetration depth decreases. All markings represent the inferred centre point of the object and do not in any way designate the size of the object. Leading Edge does not guarantee that all plastic (non metallic) objects will be located. When interpreting the GPR data, non metallic targets can be overshadowed by metallic targets are often "hidden" as a result of the plastic target being tied to or under metallic objects (rebar). Leading Edge does not guarantee that any objects below the slab will be located. Any objects that Leading Edge identifies below the slab are for general information only. Leading Edge shall not be held liable for anything below the concrete slab. Leading Edge recommends that locates are completed for any required excavation work below the concrete.

Leading Edge may also use multiple fixed frequency Utility Locating device which has the possibility of being drastically affected by competing magnetic fields from sources including but not limited to: nearby metal objects, other utilities, overhead hydro mains, transformers and other electronic equipment. As a result of these potential interferences, results from the use of this technology may cause inaccurate readings, which may be false, or possibly inconclusive.

Customer accepts the foregoing limitations and at no time will Leading Edge be liable for any indirect, special, incidental or consequential damages of any kind resulting from the interpretation of such site data.

Customer acknowledges that it is Customer's responsibility to notify the public utility owners in the event such public utilities are located within the work area to be performed by Leading Edge. It is Customer's responsibility to ensure such public utilities are clearly marked by Customer or by an approved contractor. Customer shall indemnify and save Leading Edge harmless from any action, suit or damages incurred as a result of Customer's failure to do so, as the implied positions of all marked objects are for convenience only, and does not relieve Customer or any 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.

Leading Edge does not guarantee it will be able to locate all utilities and/or other objects in the surveyed area, which may arise as a result of such factors including, but not limited to: constricted working space, depth of signal penetration, temperature and subsurface geometry, and accordingly, Customer acknowledges the foregoing limitations should it wish to proceed with any cutting, coring, drilling, boring or excavation.

Customer acknowledges that Leading Edge does not provide geophysical, geological, engineering or land surveying services.

Unless otherwise agreed to in writing, all work performed by Leading Edge as authorized by the Customer, shall be at the exclusive risk of the Customer. Leading Edge shall have no duty or obligation to defend or indemnify the Customer or any third party for any claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings or other legal proceedings, causes of action, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenue and expenses (including but not limited to professional fees such as legal, accounting, experts), or any losses of any kind whatsoever, whether actual or threatened, arising out of, resulting from, or in any way, directly or indirectly, related to the work or services provided by Leading Edge, unless caused by Leading Edge.

Customer acknowledges that all service calls, including any site markings shall terminate on the earlier of any of the following:

- (i) 30 days from the date the service is initiated;
- (ii) The removal, disappearance of field markings;
- (iii) The fading of any field markings;
- (iv) Any of the markings do not coincide with the Customer supplied report;
- (v) Any change in site conditions, scope of work or limits of work from the date Leading Edge has provided its initial service.

Customer acknowledges that in the event of termination, a new service agreement will be required for any further work to be completed by Leading Edge, the contents of which to be negotiated at the time of entering into the new service agreement.

Any damage as a result of this service must be reported within forty-eight (48) hours of occurrence to Leading Edge at the following contact: info@leadingedgeconcretecutting.com or 647-529-8350. In the event Customer fails to provide such notice, Customer waives all of its rights to assert a claim and any liability for a claim that results from the provision of any services provided by Leading Edge to Customer is limited to the amount charged by Leading Edge for the specific services involved in the claim. Leading Edge shall bear no liability for indirect, incidental, punitive, liquidated or consequential damages including but not limited to loss of profits, revenue or use.

This agreement shall be construed in accordance with the laws of the jurisdiction in which the services are provided.

No modification or waiver of any provision of this agreement shall be valid unless in writing and signed by both parties.

Any waiver, expressed or implied in any one or more instances by any of the parties, of any breach by any other party of any terms or provision contained in this agreement shall not be considered a waiver of any succeeding or preceding breach.

The parties shall with reasonable diligence proceed to take all action, do all things, provide all assurances and execute and deliver all such further documents as may be reasonably required to consummate the transactions contemplated herein and to give full force and effect to the provisions hereof.

If a court of competent jurisdiction should find any provision of this agreement to be invalid or unenforceable, such finding shall not affect or impair the validity and enforceability of the remaining provisions.

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written of the parties pertaining to such subject matter. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except those specifically set out herein.

The Customer acknowledges that Leading Edge is relying upon the individual signing below being authorized to sign on behalf of the undersigned and represents that they have authority to bind the undersigned.