

LEADING EDGE

CONCRETE CUTTING SPECIALISTS INC.

Standard Terms and Conditions Leading Edge Concrete Cutting Specialists Inc.

PAYMENT

1. All Leading Edge Concrete Cutting Specialists Inc. (LECCS) invoices will be either mailed or emailed to the billing address stated on the Customer's credit application or information provided at time of job booking (it is the customer's obligation to provide true and accurate information). Payment is due within 30 days. Should it become necessary to place the Customer's account with a collections agency or lawyer for collection, Customer shall pay all collection costs, including but not limited to, lawyer fees, expert witness 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 LECCS. LECCS reserves the right to withhold, cancel or modify credit privileges at its sole discretion, for any reason without notice.
2. Upon request, Customer will provide updated credit information. Any and all credit, Financial and other information submitted to LECCS must be true, correct and complete when submitted. LECCS may at any time obtain credit information about the Customer from any credit bureau, its employer, or any other person or reference in connection with any of the Customer's dealings with LECCS

and LECCS may disclose (automatically upon request) credit information about Customer to credit bureaus and to persons with whom Customer has or proposes to have financial dealings or if LECCS believes such disclosure is required by law. Customer hereby consents to the collection, use and disclosure of any personal information disclosed to LECCS, if any, in order for LECCS to determine Customer's creditworthiness, 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, credit references and otherwise determine credit worthiness.

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

CUSTOMER RESPONSIBILITIES

4. Customer agrees that it will comply with all Municipal, Provincial and Federal laws, statues, ordinances, codes, orders, rules and regulations (collectively, " applicable laws ") with respect to safety, accident prevention, property damage prevention and safe work practices. Customer represents that it has or will conduct inspections to determine if safe working conditions and equipment exist. Customer further represents that, when appropriate, it has obtained all required permits and authorizations for any work to be performed, including without limitation, any notices of planned excavations in accordance with applicable law.
5. It is the Customer's responsibility to arrange for the work site to be free of any and all obstacles impeding the work area.

6. Unless otherwise agreed to in writing at least 24 hours prior to LECCS arrival on site, and subject to general industry practice, the services provided by LECCS do not include the following and are the legal responsibility of the customer: layout, flagging, barricades, traffic control, dust and water control, utilities (cut, cap and demo) protective covers, shoring, scaffolding, work with hazardous materials, ventilation, earthwork, pavement scarring, pile extraction, salvage for others, delays or accelerations, testing inspections, permits, sales and use tax, bonds and surface preparation. The Customer is responsible for all necessary permits and approvals, engineering, updated engineered and architectural drawings, and associated costs prior to arrival on site. Layout is to be conducted by the Customer, to be laid out in accordance with contract plans and local building code. The Customer is solely responsible for accuracy and measurements relating to this work. The Customer preformed layout will be assumed as correct and be carried out as such.
7. Unless otherwise agreed to in writing prior to LECCS arrival on site, it is the customer's responsibility to do as follows: locate, identify, mark and ideally de-energize any buried or hidden utility services; provide layout for areas to be drilled, saw cut, broken out or excavate; and provide safety rails, covers, hoarding, platforms, all in accordance with applicable law. The Customer is expected to provide all knowledge and to the best of their abilities inform LECCS of any potential hazards.
8. Certain government agencies and project owners specify that concrete slurry created during the cutting or drilling process be collected, removed from the job site and be properly disposed of. Slurry collection and disposal is not included within the price of services provided by LECCS and will be conducted when required by applicable law or when requested by Customer (additional fees will apply). If the

Customer chooses to conduct slurry clean up, they will supply their own crews and equipment notifying LECCS in advance of project in writing and dispose of according to applicable law.

9. LECCS will always take all reasonable and sufficient care to avoid damage to any underground services or damage of any kind. The Customer agrees to indemnify LECCS in respect of any and all liability claims, loss, damage, costs and fines as a result of damage not precisely located, identified, or incorrectly laid out.
10. LECCS shall have no duty or obligation to defend or indemnify the Customer or any third party with respect to any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or any other legal proceedings, causes of action, demands, costs, judgements, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenue and expenses (including but not limited to, any fees of accountants, lawyers, experts, other professionals, or investigation experts), 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 LECCS, except to the extent caused by LECCS' negligence.
11. LECCS shall not be liable for any damage caused howsoever to any persons, building structures, fixtures, goods or chattels, nor be held liable for any damages caused by delay due to strikes, lockouts, accidents, incorrect layout, labour shortage, fire, flood, pandemic or epidemic, which may cause 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.

GENERAL

12. LECCS expressly disclaims any and all warranties, express or implied, including, without limitation, any warranty of merchantability and or fitness for a particular purpose.
13. Customer disclaims any right to rescind or cancel the agreement with LECCS or to make a claim for damages arising out of any inadvertent misrepresentation made to the customer by LECCS and the customer acknowledges that the services are provided based upon Customer's skill, diligence and judgement.
14. Notice of any delay or damage claims must be delivered in writing to LECCS within 24 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 statement. LECCS liability for a claim that results from the provision of any services to the Customer is limited to the amount charged by LECCS for the specific service involved in the claim. Under absolutely no circumstances will LECCS be liable for special, indirect, incidental, punitive, liquidated or consequential damages, including but not limited to, loss of profits, revenue, or use.
15. LECCS reserves the right to supply labour, materials and services on credit at its discretion. The customer agrees to provide LECCS with all necessary information necessary for LECCS to protect its statutory payment rights and remedies.
16. The invalidity of any provision or provisions herein contained shall not affect the other provisions, and these other provisions shall be constructed in all respects as if the invalid provision or provisions were omitted.

17. These terms and conditions govern the relationship between LECCS and the Customer concerning the provision of services and may not be amended or replaced by any terms or conditions of any purchase order, work order, or other agreement generated by the customer without LECCS written acknowledgement. These terms and conditions supersede all prior or contemporaneous agreements, negotiations or understandings, verbal or written, with respect to said subject matter. Unless accepted by LECCS in writing, in no event shall the terms and conditions of any other agreement, including without limitation, any agreement between the Customer and any third party, be incorporated herein or prevail over these terms and conditions.
18. 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 services rendered, these terms and conditions or any agreement between the customer and LECCS.
19. Customer shall not assign any of its duties, obligations, or rights hereunder without prior written consent of LECCS.
20. These Terms and Conditions may be amended by LECCS at any time or from time to time, in writing and/or on LECCS website. Customer shall be bound to these terms and conditions at the time the customer agrees to be bound.
21. These Terms and Conditions should be read and interpreted 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 understand the Terms and Conditions of this disclaimer and hereby accept these conditions in their entirety in contracting work with LECCS.