

**COMMERCIAL GENERAL LIABILITY FORM
CORESCAN DISCLAIMER - TERMS AND CONDITIONS**

The Service

The Corescan service employs electromagnetic (EM) equipment and technologies for the purpose of locating embedded or subsurface objects for our client or client' representative (Client). This service is provided as a guide and no guarantee is made or implied that it represents anything other than the inferred interpretation of acquired data in an attempt to locate anomalies/ features as requested by the Client.

Canadian Cutting and Coring (Toronto) Limited (The Company), Corescan, affiliated companies and their employees are not liable for any damages that result in the disturbance of any buried or embedded service(s) or objects(s) based on the information provided by this service. Every attempt is made to ensure the accuracy of this service; however, there are limitations that can inherently affect the results of the survey. Therefore it is The Company' responsibility to inform our Client that these results may be rendered inconclusive or inaccurate due to these limitations and not due to The Company' negligence.

Service Limitations - GPR

The Corescan service includes the use of Ground Penetrating Radar (GPR) which emits high frequency EM radio emissions that are used to interpret and observe features of survey materials either embedded or in the subsurface. Due to the required interpretation, physical properties, operating aspects and multiple conditions outside of our control the results from using this technology may be inconclusive by the following factors (but not limited to):

Moisture Content/ Conductivity – water and a survey material with high conductivity (clay, new concrete that hasn't fully hydrated or cured etc...) attenuate GPR signals and may limit signal penetration less than the target depth.

Restricted Survey Space - GPR requires adequate survey space to acquire and interpret data, surface obstructions such as walls, pipes etc.... will limit the ability of GPR to locate embedded/target objects.

Masking - metal filings, rebar, metal lathe, steel wire mesh, anvil topping etc... may interfere, block and/ or reflect GPR signals away from the target object(s).

Survey Surface - surface must be flat & smooth to allow GPR to couple to the surface and observe subsurface or embedded objects.

Data Resolution - objects spaced closely together or within the top 2.5" of the surface may not be individually resolved and/ or may appear as one object (i.e. PVC conduit tied to rebar).

Congestion - multiple subsurface or embedded objects spaced closely together may not be isolated/ located and objects below this layer may not be located.

Target Composition - target objects with a low contrasting dielectric constant such as PVC conduit may not be detected or masked by higher dielectric objects such as rebar/ wire mesh.

Target Geometry/ Orientation - embedded/ subsurface objects that vary in orientation/ direction may not be located (coreflex/ PVC conduit etc...).

Service Limitations – EM Utility Locator

The Corescan service includes the use of an EM Utility Locator to locate EM fields that concentrically surround an embedded or buried conductor that can be measured. Due to the required interpretation, physical properties, operating aspects and multiple conditions outside of our control, the results from using this technology may be inconclusive by the following factors (but not limited to):

Distortion/ Signal Cancellation - multiple EM fields/ conductors within the work area may distort the target field and result in an inaccurate locate and/or cancellation of the target EM field.

Composition - nonconductive utilities cannot be located unless access to the inside of the pipe/ drain is provided for transmitting sondes.

Restricted Survey Space - the measurement of EM fields requires adequate space to determine the inferred location, distortion and accuracy of the field measurement.

Metal Objects - induction properties of metallic materials may cause distortion or interfere with the target EM field.

Detectable Services - conductors that are not under load and do not have significant current running through it may not be located.

DIRECT ACCESS TO ALL UTILITIES THAT ARE LOCATED WITHIN THE SURVEY AREA MUST BE PROVIDED BY THE CLIENT (ELECTRICAL/ UTILITY ROOMS ETC...).

Electrical Interference – all electrical devises, transformers, surface mounted conductors etc... could interfere with the ability to adequately locate the target field.

Intermitted Power - conductors that require intermitted power supply such as pumps, locks, electric motors, backup power etc... may not be detected at the time of the service.

Documentation - All available site drawings, pictures and documentation on the location of all utilities (public & private) within the work area must be provided prior to the start of the survey.

ALL PUBLICLY OWNED UTILITIES MUST BE LOCATED/ CLEARED BY OTHERS PRIOR TO THIS SERVICE.

Expiry

The results of the Corescan service will not be valid/ expire based on the following:

- 30 days has passed from the day the service was provided.
- Any site markings have been removed or worn down.
- The stakeout/ field report has been lost or removed from the job site.
- The intended scope of work has changed since the completion of this service.

Indemnification

Based on the information provided by this service the Client must hereby indemnify and holds harmless the Company against any and all claims, demands, actions, suits, losses, associated costs, charges, expenses, damages and liabilities whatsoever.

Subrogation

The Client/ clients' representative hereby waive their right to subrogate against The Company with respect to work order # _____ for "bodily injury", "property damage", "personal and advertising injury" and "business interruption and/ or any financial losses" for which a claim has been paid under this form & service. Except as otherwise provided in this waiver of subrogation statement, all terms, provisions and conditions of the Commercial General Liability Form shall have full force and effect.

It is understood and agreed upon that The Company, affiliated companies and/ or any employee will not be held liable for any damage to property and / or personal injury / death associated with this service. This service is not valid without the consent of the Client/ Client's representative prior to the commencement of the survey.

I HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS OF THIS DISCLAIMER AND HEREBY ACCEPT THESE CONDITIONS INCLUDING

Date: _____ Company: _____

Job Site: _____

Client Name (print): _____

Client Signature: _____