

TERMS AND CONDITIONS

COMPENSATION. Concrete Experts Ltd. (also known as Concrete Experts) is providing an estimate. Client shall pay Concrete Experts as set forth in the estimate. Price is subject to change, with customer's approval, if the scope of work to be done is greater than originally documented and discussed. If the crew is turned away from the jobsite or less than 24 hour prior cancelation notification is given, Concrete Experts reserves the right to charge an additional service fee of \$100.

INVOICING & PAYMENT. Concrete Experts shall invoice Client upon completion of the Work. Full payment is due upon receipt of the invoice. The Client shall also pay to Concrete Experts a late charge of 2% per month on all balances unpaid 30 days after the invoice date. If the client fails to pay as agreed, Concrete Experts will place a lien on the title of the property at the owner's expense. All legal fees associated with this, along with 2% interest per month will be owed to Concrete Experts.

DELAYS. If Concrete Experts is delayed at any time in the progress of the Work by changes ordered in the Work, weather conditions, or unavoidable causes beyond Concrete Experts' control, or by any cause which the owner may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as Concrete Experts may determine.

LIMITED GUARANTEES.

- **LIFTING & LEVELLING.** Concrete Experts' guarantee applies in the following circumstances:
 - Concrete must be older than two years old.
 - Soil strength must be proven via polyurethane lifting (at least 1/2" lift) or a DCP soil test. If your foam service does not include at least 1/2" of lifting, the guarantee does not apply without a DCP test.
 - The concrete pad must have adequate drainage and slope. Rain gutters must drain a minimum of 3 feet away from the pad. Any flower or garden beds must be at least 2 feet away from the concrete pad, or be separated via retaining wall.
 - After the lift is completed, all cracks and joints must be filled, and backfill must be maintained by the customer.
 - Flooding, burrowing animals or insects, and other acts of God that cause concrete to sink will not be covered under the guarantee.
- IF THE CONCRETE CANNOT BE RAISED AND MUST BE REPLACED, IT IS THE HOMEOWNER'S RESPONSIBILITY TO REPLACE IT AT CURRENT REPLACEMENT COST.
- **The Guarantee:** Concrete Experts will repump once, in a fifteen year period if lifted with polyurethane and a five year period if lifted with grout, if necessary, any areas that have resettled more than a 1/4". A repump constitutes using the same holes. This guarantee does not include patches applied to or placed between the slabs. Concrete Experts reserves the right to bill a \$100 travel cost for the warranty re-pump.

- **CUSTOM CONCRETE.** Concrete Experts places concrete according to CSA standards. Cracks are not subject to warranty, as this does occur with all concrete. Saw cuts or expansion joints are placed into the concrete to control cracking. For one year, Concrete Experts guarantees any workmanship-related surface spalling. If spalling appears to be from any use of salts or surface abrasion, the warranty is void. In the event that concrete used appears to be of poor quality, Concrete Experts will not be responsible for the costs of testing of concrete quality or of supplying new concrete. As Concrete Experts cannot control the quality of the concrete supplied, the supplier warranty (BURNCO, Knelsen, Lafarge, etc.) will be used to cover the costs of removal and replacing the inferior load. If bricks, siding, or exterior finishing/materials is/are resting on the concrete that is being removed, it is not Concrete Experts responsibility to remedy the damage that occurs as a result of concrete, cutting, drilling, removal, or finishing. If the temperatures drop below freezing during the preparation process or within 28 days of pouring, there will be an extra charge for heating and hoarding unless previously arranged. Any concrete that freezes and is not protected will not be warranted in any way. If work is delayed or confirmed and temperatures change to freezing after the estimate is given, there will be an extra charge to cover the winter heating costs that are charged to us by the concrete supplier. Concrete Experts does not guarantee Standard Proctor Density for soil compaction, nor will we perform or pay for compaction testing. In order to protect foundations less than two years old, Concrete Experts will not compact near the foundation.
- **SEALING.** Concrete Experts guarantees proper surface preparation and application methods according to the product specifications. If any errors are identified before close of season, reparations will be made at the earliest opportunity. Sealers have a varied life expectancy, and many limiting factors. Because of this, we offer no guarantee on the appearance or performance of the sealers beyond the guarantees of the product supplier. Should any product failure be identified, Concrete Experts will make reparations at the cost of the product manufacturer and according to their specifications.
- **ALL SERVICES.** Concrete Experts reserves the right to charge a \$100.00 service fee for a crew to return to a job site for any reason, especially in the case where the work is not part of original scope of work. This shall be agreed upon and paid by the customer.

CONCRETE EXPERTS IS NOT RESPONSIBLE FOR DAMAGE TO LANDSCAPING, PLUMBING, ELECTRICAL, CRACKS IN SLABS/FLOOR/WALLS, OR ANY DAMAGE WHICH HAS OCCURRED OR MIGHT OCCUR AS A RESULT OF SETTLING CONCRETE, DRILLING, CONCRETE CUTTING, REBAR EMBEDMENT, OR THE CONCRETE LIFTING PROCESS.

CLIENT RESPONSIBILITY. Where there is a drainage condition, backfill issue, or any other problem, evidence needs to be emailed to info@concreteexperts.ca such as receipts or pictures of drainage issues resolved in order to qualify for our warranty.

ALLOCATION OF RISK. IN NO EVENT SHALL CONCRETE EXPERTS LTD. BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF BUSINESS OR LOST PROFITS) RESULTING FROM OR ARISING OUT OF THE WORK.

CONCRETE EXPERT'S MAXIMUM LIABILITY TO CLIENT FOR THE WORK, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS \$500.00 OR THE AMOUNT PAID TO CONCRETE EXPERTS LTD. FOR THE WORK, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST CONCRETE EXPERTS FOR THE WORK PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED \$500.00 FIGURE, OR THE AMOUNT PAID TO CONCRETE EXPERTS FOR THE WORK, WHICHEVER IS GREATER.

INSURANCE. Owner to carry fire, tornado and other necessary insurance on above work. Concrete Experts to carry Workman's Compensation Insurance.

GOVERNING LAW; VENUE. This Agreement shall be construed and governed under the laws of the Province of Alberta, without application of conflict of law principles. All actions or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the province of Alberta. Concrete Experts and the Client both agree to waive their rights to use the courts of Alberta, and instead agree to use mediation and binding arbitration with the arbitrator deciding who should pay for the arbitration.

_____ (Customer Name)

_____ (Signature)

_____ (Date)