

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 and/or change order(s). 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, unless otherwise stated on the invoice. If applicable, the Client agrees to also pay Concrete Experts a late interest charge equal to 2% per month, which will accrue on all overdue invoices. If the client fails to pay as agreed, Concrete Experts will place a caveat or lien on the title of the property at the owner's expense. All legal fees associated with this, along with the aforementioned interest charge 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.

LIMITATIONS & GUARANTEES:

LIFTING & LEVELLING. Concrete Experts' *Lifting 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.

The Lifting 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.

If the concrete is less than 3 inches thick, the shape of the slab may be changed as a result of the lifting process.

IF THE CONCRETE CANNOT BE RAISED AND MUST BE REPLACED, IT IS THE HOMEOWNER'S RESPONSIBILITY TO REPLACE IT AT CURRENT REPLACEMENT COST.

CUSTOM CONCRETE.

Concrete Experts will excavate, prepare the subgrade, and place & finish concrete according to the description provided on the quote. We will follow engineered plans when specified, but do not provide engineer drawings, analysis, testing, or plans. It is the responsibility of the client to communicate any engineer specifications and to verify those specifications are included on the quote.

- **Cracks:** Cracks unavoidably form as a natural part of the concrete curing process. They can also form in response to other environmental factors. However, it should be noted that cracks do not compromise the original function of the concrete. Cracks are not subject to warranty. See ARMCA (Alberta Ready Mix Concrete Association) or ANHWP (Alberta New Home Warranty Program) Workmanship and Material Reference Guide for more details.
- **Breaks:** A break is a crack which opens up 1/4 inch or more and/or shifts the concrete on either side of the crack. This can be a sign of poor subgrade preparation or drainage. As other variables can cause or contribute to a break, breaks are not subject to warranty.
- **Heaving:** Concrete Experts is not responsible for breaks that are a result of winter frost heaving. Concrete may heave as a result of water expansion in the frost layer. It is our policy that the client bears the responsibility to seek engineer recommendations and/or geotechnical survey data should they desire to completely remove the risk of heaving.
- **Spalling:** For a one-year period, Concrete Experts guarantees against any workmanship-related surface spalling. If spalling appears to be from any intentional or unintentional 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.
- **Control/Expansion Joints:** If the client desires a specific pattern for control/expansion joints, those must be communicated at least 24 hours prior to the pour. If no specification is communicated, we will use our best judgement and experience to place the joints. If the Client does not like the joint placement, the Client will be responsible to pay for replacement of the slab at the full replacement price.
- **General:** 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.
- **Heating/Hoarding Costs:** 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.

- **Compaction:** 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.

- **Sealer Application:** Concrete Experts guarantees that we will use proper surface preparation and application methods, as specified by the manufacturer. If any deficiencies are identified before freezing temperatures are reached, we will remedy them before we close the season.
- **Sealer Life Expectancy:** Sealers have varied life expectancies, and there are many limiting factors (metal shovels or ice chippers, salt, sun, freeze-thaw cycles, foot/vehicle traffic). 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.
- **Crack Repair:** Crack repair performance, appearance, and life span will depend on the product selected and the concrete it is applied to. Crack repair products vary greatly as to appearance, flexibility, and strength. Concrete Experts will make recommendations as to product selection, and provide sample photos upon request, but makes no guarantee in regard to appearance or functionality.

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.

Sign below to indicate acceptance of the above Terms and Conditions:

Client Name: _____

Client Signature: _____

Date: _____