



CCC SCANNING LTD. TERMS AND CONDITIONS

1. Unless agreed to in writing, all work performed by CCC Scanning Ltd. and authorized by the Client shall be at the risk of the Client exclusively. CCC Scanning Ltd. shall have no duty or obligation to defend or indemnify the Client or any third party for any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenue, and expenses (including but not limited to, any fees of accountants, attorneys, experts, or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened, or alleged, rising out of, resulting from, or in any way (either directly or indirectly) related to the work or services provided by CCC Scanning Ltd., except to extent caused by CCC Scanning Ltd.
2. The Client acknowledges that:
 - a. CCC Scanning Ltd. may use electromagnetic and magnetic equipment for the purpose of Non Destructive Testing, Damage Prevention, and Surveying to assist in the requests of the Client or its representative. There are significant limitations in the equipment and the associated technology which may render results as inconclusive. Scanning services are not the equivalent of x-ray and no promise is made or implied that these services represent anything other than a guide as to the location of buried or embedded objects within or below the survey material. The Client, its representatives, the Constructor and/or the owner are aware that the information produced by this service is only to be used as a guide and the Client accepts these limitations.
 - b. Due to the physical aspects of the Ground Penetrating Radar (GPR) equipment and the various limitations attributed with the technology used, the results can vary depending on several factors, including, but not limited to: inadequate working space (i.e. no GPR data can be collected within 6" of any vertical obstruction for concrete inspection), depth of signal penetration, extreme temperatures, subsurface distribution/geometry, classification, conductivity and moisture content of subsurface material, spatial placement of objects within, or obstructions within the survey area, such as reinforcing steel, steel mesh, metallic filings, conduits, metal fencing, catch basins, and railway lines, etc.
 - c. All markings represent the inferred center point of the object and do not in any way designate the size of the object.
 - d. CCC Scanning Ltd. may also employ a fixed frequency Utility Locating device which can be severely affected by competing magnetic fields from sources including, but not limited to: nearby-metal objects, utility or service congestion and electronic equipment. Results from this equipment may be distorted or unattainable. Magnetic or Electromagnetic fields which propagate from linear conductors from either passive or active induction, including, but not limited to reinforcing steel bars and nearby services or railway lines, can lead to false markings and inconclusive results. Direct access to 'detectable' services is required with this equipment to generate (or induce) current to flow on specific services.
 - e. All services and utilities which are publicly owned and located within the work area must be marked by the Client, owner or an approved contractor.
 - f. It is understood and agreed by the Client that the implied positions of all marked objects are for the convenience of the Client only and does not relieve the Client or any other 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.
3. Any CCC Scanning Ltd. service call initiated by the Client shall expire and terminate upon the first occurrence of any of the following events: (a) 30 days from the date of service initiation; (b) the removal, disappearance or fading of field markings, or the discovery that field markings do not coincide with the Client supplied report; (c) site conditions, scope of work or limits of work have changed from the date the CCC Scanning Ltd.'s initial service was provided. In the case of any such termination, a new and independent agreement will be required prior to CCC Scanning Ltd. performing any further services.
4. CCC Scanning Ltd. expressly disclaims any and all warranties, express or implied, including without limitation any warranty of merchantability and/or fitness for a particular purpose.
5. Notice of any delay or damage claims must be delivered in writing to CCC Scanning Ltd. within 48 hours of occurrence of the event giving rise to such claim. The Client waives all rights to assert a claim unless such notice is given as required by this paragraph. CCC Scanning Ltd.'s liability for a claim that results from the provision of any services to the Client is limited to the amount charged by CCC Scanning Ltd. for the specific services involved in the claim. Under no circumstances will CCC Scanning Ltd. be liable for special, indirect, incidental, punitive, liquidated or consequential damages including, but not limited to, loss of profits, revenue or use.
6. The invalidity of any provision of provisions herein contained shall not affect the other provisions, and these other provisions shall be construed in all respects as if the invalid provision or provisions were omitted.

THESE TERMS AND CONDITIONS MAY BE AMENDED BY CCC SCANNING LTD. AT ANY TIME OR FROM TIME TO TIME. SUCH AMENDMENTS, WHETHER MADE IN WRITING OR POSTED ON CCC SCANNING LTD.'S WEBSITE, WILL BIND THE CLIENT WITH RESPECT TO THE PROVISION OF ANY SERVICES RENDERED BY CCC SCANNING LTD. AT ANY TIME OR TIMES THEREAFTER.