

TERMS & CONDITIONS

The following outlines the terms and conditions of Calgary ScrewPiles (“**Calgary ScrewPiles**” or “**CSP**” or the “**Company**”). The Company reserves the right to change these terms and conditions as necessary. By proceeding with an estimate, the Client agrees to the following:

Payment Terms. 4% interest charge will be applied per month to the total outstanding amount that has not been paid for **30+ days** after receipt of invoice (48% total interest per year). The client may pay by: certified bank draft, e-transfer to info@yvcscrew piles.com, cheque, cash, electronic/wire bank transfer, pre-authorized debit, or credit card (an additional merchant charge of **3.4%** of the total amount is required if payment by credit card is used; credit check required).

Rate. Calgary ScrewPiles does not use fixed price amounts when estimating or invoicing a job. The final amount on the invoice will reflect a rate on material and labour used at job completion. For example, if a particular job was quoted for 10 screw piles, and at project completion 10 screw piles and 3 extensions were installed, then the invoice will reflect the additional 3 extensions.

Work Excluded. If the client does not specify the inclusion of particular work such as; drilling, excavating, digging, debris removal, locating, demolition, welding etc. then this work will not be included in the estimate and CSP scope. If additional service(s)/product(s) are required to complete a project or requested by the client, the final invoice will reflect the additional amount of service(s)/product(s).

Over Usage. Additional services may be added to the project. By doing so mid way through the project, additional costs will be calculated and added to the final invoice. Such services and examples include, but are not limited to:

- **Extensions:** May be required if torque spec is not achieved due to inadequate soil conditions. For example, if 10 piles are installed, but 5 piles did not hit the required torque then 5 extensions will be required until torque is achieved.
- **Pre-drilling:** May be required if soil conditions are inadequate. For example, if piles are installed in soil conditions that contain large rocks, pit run, frost etc. then pre-drilling may be required.
- **Excavating:** Some projects require excavation. For example, if the client requests that the top of the pile is to be 2' below grade, then excavation may be required.
- **Welding:** Some projects require welding. For example, if uplift is an issue, then engineering may require caps to be welded to the screw piles.
- **Labour:** Additional labour is sometimes required if the work site is not prepped for the installation, or if the installer experiences difficulty installing the piles due to soil conditions.

Terms & Conditions. Calgary ScrewPiles agrees to provide the selected Services to the Purchaser as described in the Estimate, and as necessitated by the normal use of the screw pile(s). Calgary ScrewPiles will provide the Client with the product, supplies, and consumables indicated on the Estimate. Calgary ScrewPiles will not be obligated to provide Warranty and/or Maintenance Services on movement, defects, failures or damages due to:

1. Negligence, errors or omissions by anyone other than CALGARY SCREWPILES, including misapplication, negligence, improper transportation, improper installation, failure to conduct normal maintenance and operating services or failure to maintain or use the screw pile in accordance with the most current care and handling instructions, if any, for the screw pile;
2. Acts of God, including earthquakes, droughts, severe winds, flood, fire, vandalism, subsidence or changes in soil saturation or the water table;
3. Movement in portions that were not underpinned by a CALGARY SCREWPILES screw pile or that had existing foundations which were deficient in structural integrity or strength;
4. Unauthorized alterations, modifications or installations;
5. Any attachments or parts which are not original CALGARY SCREWPILES parts or components;
6. Project Limitations - Calgary ScrewPiles is in the business of working with the client to provide innovative solutions to sometimes complex problems. However, due to the nature of construction, unforeseen issues may arise unexpectedly that could prohibit the completion of the project or certain work. Calgary ScrewPiles is free from the responsibility for any liability, or damage that might arise from deficiencies caused by the attempt to fix, or repair foundations or structures, or if the project or certain work is unable to be completed due to varying circumstances.

Service. Calgary ScrewPiles Services shall be made during Calgary ScrewPiles normal business hours, at the project locations within Calgary ScrewPiles normal operating areas. Travel and labor time shall be charged at the rates in effect at the

time of the service for Services outside of Calgary Screw piles normal business hours/area, or in circumstances where a second or subsequent trip is required to complete the Service (due to cancellation, blocked site access, extra materials needed etc.).

Client Responsibilities. It is the client's responsibility to notify Calgary Screw piles of any site and entrance blockages, hazardous obstructions, interferences, hazardous materials etc. For example, overhanging power lines at entrances, grade surface with slope more than 10 degrees, any obstructions within 25 feet of vertical installation at the work site, any site access restrictions, as well as any clearance issues that could hinder the installation process with our drilling equipment (limited clearance may increase the cost of install). The customer is responsible for obtaining applicable locates for the drilling locations and assumes all responsibility and liability for any underground lines including power, cable, gas, sewer, electrical, water, sprinkler systems etc. that may come into contact with the pile. Calgary Screw piles will not be responsible for any damaged lines. Calgary Screw piles is free from the responsibility of any liability or damage that might arise from all the mentioned potential hazards. It is the client's responsibility to notify Calgary Screw piles of potential hazards or limiting factors before CSP scope of work occurs. The client is responsible for cross referencing the drawings with the screw pile estimate to confirm material / service quantity, spec, and scope, and to notify CSP of any changes or revisions. The customer is responsible for notifying Calgary Screw piles if CCMC certified piles are required. The client is responsible for marking the screw pile install locations before CSP arrival (to avoid an additional service charge).

Acceptance. These terms shall become effective upon acceptance of CSP work approval by the Client.

Cancellations. The client must provide a minimum of 48 hours notice in order to cancel a booking. If less than 48 hours notice is provided, then a \$200.00 cancellation fee will be applied for projects totaling \$5,000 or less. Projects totaling \$5,000 or more will be subject to a 5% cancellation fee. If custom products have been fabricated for the project, the client will be responsible for full payment for the products made, and the amount may be issued as a credit towards a future project which can be redeemable for one year from the original booking date. If a partial payment has been made before the install date the partial payment will be issued as a credit towards a future project which can be redeemable for one year from the original booking date (cancellation fee will be waived).

Workplace Abuse. CSP will not tolerate any form of discrimination, harassment, violence or abusive behaviours. Any employee, contractor or company representative whose behaviour constitutes discrimination, harassment, violence or abusive behaviours will be held accountable and may be subject to legal action. Similarly, harassment, including workplace sexual harassment will not be tolerated. CSP will treat any allegation of such behaviours as a serious matter and all CSP work may be halted. If an incident is reported, CSP will review safety measures with affected personnel and implement additional measures, if necessary, to protect the individual/s. As appropriate, CSP may immediately report the incident to authorities and/or conduct an investigation of the incident. CSP holds the right to refuse the continuation of work if workplace abuse occurs.

Breach or Default. If the Client does not pay all charges for Services, Product, or Cancellation Fee as provided hereunder, promptly when due: (i) Calgary Screw piles may refuse subsequent service(s), and (ii) Client agrees to pay all costs and expenses of collection. Including, without limitation, applicable legal fees.

Limitation of Liability. Calgary Screw piles SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OR IN CONNECTION WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF TERMS, NEGLIGENCE OR ANY OTHER LEGAL THEORY. Such damages include, but are not limited to, loss of profits or revenue, cost of capital, facilities or services, downtime costs or claims of customers of Client for such damages.

Miscellaneous. These terms and conditions shall be governed by and constructed in accordance with the laws of the Province of Alberta without regard to its body of and relating to its conflicts of law. This document constitutes the terms and conditions between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous terms or agreements, written or oral, regarding such subject matter. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of Service(s) pursuant to the provisions of this Agreement, then, notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of the Terms and Conditions, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this document, shall be null and void and shall have no force or effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. The Client specifically agrees that no other representation, constitutions, or warranties other than those set forth specifically in writing herein have been made.