

Virasat Concrete Ltd. Standards of Service

General/All Services

Re-booking/Cancellation Fee: If the crew is turned away from the jobsite or less than 24-hour prior cancellation notification is given, Virasat Concrete Ltd. reserves the right to charge an additional service fee of \$100-\$500 depending on the cost of the crew.

Irrigation: The client is responsible for the marking and informing Virasat Concrete Ltd. of any relevant irrigation lines, sprinklers, etc. Depending on the scope of work being completed, Virasat Concrete Ltd. cannot guarantee against damage to irrigation lines or heads. Therefore, if there is a concern about an irrigation line, we ask that you discuss this with us, and make any necessary adjustments or protections prior to the beginning of the work. There may still be some risk of damage if it is in the work area.

Utilities: Where and when necessary, it is the responsibility of the homeowner to order locates for the work to be done unless it is arranged for Virasat Concrete Ltd. to do so. If it becomes known that a utility line will affect the scope of work, Virasat Concrete Ltd. will not proceed with the work until a satisfactory plan is in place. We remain committed to working safely around public and private utilities.

Delays: We may experience delays in the completion of the work. This may be because of changes ordered in your work (or someone else's), weather conditions, unavoidable causes beyond Virasat Concrete Ltd. control, or by any cause which justifies the delay. Rest assured that we will do our best to work with you in completing this project in a reasonable time frame while balancing our obligations to other clients. Virasat Concrete Ltd. will not be held responsible for any losses which you may experience due to any delay to the work.

Liabilities: Virasat Concrete Ltd. will not be held responsible to the 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.

Governing Law; Venue: We operate our business under the laws of the Province of Alberta. All actions or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the province of Alberta. Where possible, we would like to avoid any court proceedings, which will save costs for all of us. Please reach out to us directly with any concerns that you may have.

Concrete Services

Virasat Concrete Ltd. 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:** Virasat Concrete Ltd. 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, Virasat Concrete Ltd. 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, Virasat Concrete Ltd. will not be responsible for the costs of testing of concrete quality or of supplying new concrete. As Virasat Concrete Ltd. 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 if they want joints different than what has been installed.

- **General:** If bricks, siding, or exterior finishing/materials is/are resting on the concrete that is being removed, it is not Virasat Concrete Ltd. responsibility to remedy the damage that occurs as a result of concrete, cutting, drilling, removal, or finishing. As part of the concrete demolition process, bricks that are only weakly secured may fall off. This is unavoidable and part of the process of demolition. They can be repaired at the cost of the client.

- **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 warrantied 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:** Virasat Concrete Ltd. 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, Virasat Concrete Ltd. will not compact near the foundation.

Sealing Services

- **Sealer Application:** Virasat Concrete Ltd. 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, Virasat Concrete Ltd. 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. Virasat Concrete Ltd. will make recommendations as to product selection, and provide sample photos upon request, but makes no guarantee in regard to appearance or functionality beyond the guarantees of the manufacturers.
- **Sandblasting:** Our set-up & protection process involves using tape to attach protective material to windows and doors. We shall make every reasonable effort to avoid peeling the paint when the tape is removed, but cannot guarantee against this possibility. Virasat Concrete Ltd. will not be held responsible for paint peeling, as this is an indication that the paint needs to be refreshed.