



BIG ROCK CONCRETE INC. CONTRACT TERMS

This is an agreement (the "Contract") between the Owner described in this Contract, and Big Rock Concrete Inc. ("Big Rock"), of Okotoks, Alberta. Under the terms set forth below, Owner agrees to purchase the services of Big Rock as set forth in the Project Description, and Big Rock agrees to render such services during the term of the excavation and installation of the concrete project (the "Project"). As consideration, Owner agrees to pay Big Rock in the amount shown as "Total Project Price" in the Project Description, in exchange for Big Rock performing the services described in the Project Description. The parties further agree as follows:

1. PERMITS & UTILITY MARKINGS

Owner acknowledges that the provision by Owner of Owner's legal land description is mandatory to obtain utility markings. Big Rock shall be responsible for contacting: ALBERTA FIRST CALL to have utilities marked, however Owner is responsible for the location and stake out marking of all property lines, the roll-back of fences (if required), and stake out and marking of all underground wiring, irrigation lines, piping, lighting and other underground structures not marked by utility providers. Owner is responsible for securing all necessary permits. Unless specified in writing, Big Rock is not responsible for construction/building codes or municipal bylaw violations, or violations of the requirements of any other legislative authority, which are made at Owner's request. Owner agrees to indemnify and hold Big Rock harmless from and against all costs and damages incurred by Big Rock due to such violations.

Big Rock will not commence any excavation or other work until all utility and other markings are present. Big Rock will not be responsible for claims or damages arising from the Owner's or utility supplier's failure to properly locate property lines and/or utilities and other underground services. Owner agrees to indemnify and hold Big Rock harmless from and against all such claims or damages.

2. PROJECT START AND COMPLETION

An estimate of the number of days to complete the contracted work and an expected start date will be provided by Big Rock prior to the commencement of the Project. Owner acknowledges that there may be delays in the commencement and completion dates of the Project caused by poor weather and other Acts of God, other contractors working at the site, product availability, strikes, accidents or other circumstances beyond the control of Big Rock. Those delays will not alter or invalidate any part of this Contract, nor will they entitle Owner to additional rights under the Contract.

3. MATERIALS, SPECIFICATIONS AND WARRANTY

Big Rock will use its best efforts to ensure that the supplier of the concrete for the Project will match the colour specified by the Owner; however Owner acknowledges and agrees that the colour of the concrete may not be an exact match of the colour specified by the Owner. The finished grade slope of all concrete installed by Big Rock will be approximately 2%. Owner

acknowledges that Big Rock's Warranty, attached as Schedule "A" does not extend to stress cracks in the concrete.

4. QUOTE

Unless otherwise specified, all quotes are valid for 30 days & GST will be added to the quote. Big Rock will provide its services at the Total Project Price quoted in the project description; however any changes or additions to the Project or any additional work required to be performed by Big Rock due to unanticipated changes beyond Big Rock's control, as more particularly described under heading CHANGES AND/OR ADDITIONS below will result in additional charges.

5. PAYMENTS

Big Rock will invoice Owner for the outstanding balance upon completion of the project and the total contract price plus GST invoiced is due and payable upon receipt of the invoice by Owner. If payment of the outstanding balance is not received by Big Rock within 5 day's of Owner's receipt of the invoice, Owner agrees to pay Big Rock interest at a rate of 5% per month, calculated from the date of receipt of the invoice, and compounded monthly. Failure by Owner to pay the remaining balance within the aforesaid 5 day period constitutes a breach of this Contract for which Owner agrees to pay, in addition to the outstanding balance plus accrued interest, all of Big Rocks' costs of collecting the outstanding balance plus interest, including legal fees on a solicitor Owner basis.

6. CHANGES AND/OR ADDITIONS

Big Rock will make reasonable efforts to complete the Contract as specified. Circumstances may arise beyond the control of Big Rock, as described under heading PROJECT START AND COMPLETION above, that may prevent completion of the Project exactly as planned. Big Rock will make reasonable efforts to minimize impact of these circumstances on completion of the Project; however Owner will be invoiced for any additional material and/or labor costs not included in the Project Description. Owner shall also be responsible for Big Rock's additional material and/or labor costs incurred in the removal of any unanticipated obstruction which occurs during excavation, including, but not limited to, buried rocks, stumps and foundations. If Owner wishes to change any part of the contractual design after this contract is signed, but prior to commencement of work, resulting in additional material and/or labor costs for Big Rock or resulting in delays in the completion of the Project, said costs will be added to the remaining balance of the contract and billed as part of the original Project Contract. Any changes in the Project design, whether the changes result in additional time, cost, or materials must be made in writing on Big Rock's Change Order Form and signed by both parties.

7. TERMINATION

This Contract may be cancelled by Owner by emailing Big Rock at office@bigrockconcrete.ca before midnight the third business day after Customer has signed this Contract and before the work starts. If after that time Owner wishes to terminate this Contract, Customer must give Big Rock (5) days advance written notice, provided that if Owner terminates this contract for any reason after concrete has been prepared for delivery to Owner, Owner shall pay Big Rock the full amount of the contract price.

8. NOTICE OF LIEN RIGHTS

Big Rock hereby notifies owner that the Alberta Builders' Lien Act specifies that:

- a) person who does or causes to be done any work on or in respect of an improvement, or
- b) by material to be used in or in respect of an improvement,

for an owner, contractor or subcontractor has, for so much of the price of the work or material as remains due to the person, a lien on the estate or interest of the owner in the land in respect of which the improvement is being made."

Owner acknowledges that if Owner fails to pay Big Rock strictly in accordance with the terms of this contract, Big Rock will register a lien against Owner's property.

9. PROPERTY DAMAGE

Big Rock will endeavour to not damage existing property; however, due to the nature of work with large equipment, Owner acknowledges that damage can occur. Unless otherwise specified, Big Rock will not be responsible of inadvertent damage to property caused by Big Rock, including, but not limited to damage to sod caused by bobcat activity, damage to irrigation systems and other underground facilities; or any damages for personal injury resulting from fumes or off gassing of concrete sealer; nor shall Big Rock be responsible for any unforeseen circumstances which may result in damage to the property such as damage caused to wet concrete by animals or persons other than Big Rock, vandalism, or acts of God, or other circumstances beyond Big Rock's control.

10. ADDITIONAL TERMS OF AGREEMENT

If the following terms are in conflict with other terms of this Contract, the terms found in this section will prevail. Owner warrants and represents that Owner holds legal title to the Property, and that no further consents or agreements by third parties are required to enable Owner to enter into this agreement. In the event that Owner is not the Owner of the Property, then the Owner of the property must be made a party to this Agreement. All amounts of money referred to in this Contract are in Canadian dollars.

If any provision of this Contract conflicts with any law, the latter shall prevail, but such provisions shall be restricted only to the extent necessary to meet the applicable minimum requirements of such law and shall not affect any other provisions of this Contract or the validity or the enforceability of this Contract.

This Contract contains the entire understanding of the parties as to the subject matter of this Contract, and all prior agreements as to such subject matter have been merged herein. Any amendments to this Contract must be in writing and signed by the parties hereto.

The failure of Big Rock to enforce any right accruing under this Contract shall not be construed as a waiver of a subsequent right of Big Rock to enforce the same or any other right, term or condition.

This Contract shall be interpreted and enforced in accordance with the laws of the Province of Alberta.

SCHEDULE "A" TO BIG ROCK CONCRETE INC. CONTRACT TERMS

Big Rock Concrete Inc. ("Big Rock") Exterior Concrete Warranty

1. LIMITED WARRANTY

For 1 year, commencing from the date of the pour, there will be no "Major Cracking," "Major Scaling and Spalling" or "Major Pop out" due to defective materials or workmanship. For this warranty to be effective, all concrete must be 32 MPa with Air Entrained.

2. DEFINITIONS

"Other exterior concrete" includes patios, sidewalks, and other exterior flat work. "Major Cracking" means cracks wider than 1/8 inch that: in total length, are more than 30% of the length of all the joints in your driveway or other exterior concrete; or in any parcel, the total length is more than 30% of the perimeter length of the panel. "Major Scaling and Spalling" means any substantial surface disintegration that occurs at the surface of the driveway or other exterior concrete that covers more than: 10% of the surface area of your driveway or other exterior concrete; or 25% of any panel of your driveway or other exterior concrete. "Major Pop out" means more than 50 conical breakouts per 100 square feet in the concrete surface from fractured pieces of aggregate.

3. EXCLUSIONS

- A)** This limited warranty does not apply to damage resulting from *abuse of your driveway or other exterior concrete *not any purpose other than residential purposes *fire, flood, earthquake, defective subsurface or other act of God *altering areas near your driveway or other exterior concrete so that drainage or water runoff undermines your driveway or other exterior concrete *the growth of trees (including root) or plants near your driveway or other exterior concrete *Scaling, spalling or pop outs other than major scaling, spalling or pop outs *Contact between your driveway or other exterior concrete and vehicles, foreign objects, animals or persons (other than contractor) during the 3 day period after your driveway or other exterior concrete is installed *Cracks other than major cracks *discoloration or stains *any settlement or shifting from installation or repair of utility trenches near your driveway or any other exterior concrete at the point where it meets a garage or car port slab.
- B)** Uniformity in the color of a driveway or other exterior concrete may vary within the same pour or when repaired or replaced. This warranty will not guarantee uniformity in color.
- C)** If the Customer wishes to specify his own mix design, Big Rock is relieved off all responsibility and no guarantee as to strength, durability and suitability can be given.
- D)** If any Customer supplied additive, or color pigment is added at the job-site on the instruction of the Customer, it is the responsibility of the Customer and Big Rock cannot be responsible for the strength or other properties of the concrete.

4. REMEDY

a) If you think that your driveway or other exterior concrete has Major Cracking, Major Scaling and Spalling, or Major Pop outs due to defective materials or workmanship, you must notify Big Rock in writing. **IF YOU DO NOT NOTIFY THEM WITHIN 90 DAYS AFTER YOU DISCOVER MAJOR CRACKING, MAJOR SCALING AND SPALLING, OR MAJOR POPOUTS, YOUR LIMITED WARRANTY RELATING TO THAT CONCERN IS VOID. TELEPHONING WILL NOT PRESERVE YOUR RIGHTS.**

b) Inspection: Once Big Rock Receives notification, your driveway or other exterior concrete will be inspected by Big Rock Within 30 days to determine if Major Cracking, Major Scaling and Spalling, or Major Pop out has occurred due to defective materials or workmanship.

c) Repair or Replacement: If Major Cracking, Major Scaling or Spalling or Major Pop out, which is the subject of the notice, occurred within 1 year of the completion date due to defective materials or workmanship, the Major Cracking, Major Scaling or Spalling or Major Pop outs will either be repaired or the damaged part of your driveway or the exterior concrete will be

replaced. This will be carried out at no charge to the Customer. Big Rock will have the right to choose between repair or replacement.

d) Repair: In the event that a repair is required Big Rock hereby warrants all repair work for a period of one year after completion against any defect in workmanship or material. This includes Delamination, Spalling or Major Pop out.

5. LIMITATIONS OF LIABILITY; DISCLAIMER

It is understood and agreed that Big Rock's liability whether in contract or tort, under any warranty, in negligence or otherwise shall not exceed the amount of the purchase price paid by the Customer, or at the option of Big Rock the cost of repair or replacement by Big Rock, and under no circumstances shall Big Rock be liable for special, punitive, exemplary, indirect, or consequential damages.

6. NO OTHER WARRANTY

There are no other warranties, express or implied, by operation of law or otherwise, except as provided herein, in regard to any work done or materials provided by Big Rock.

7. TRANSFER

The Customer may assign this Agreement one time to any purchaser that buys the property on which your driveway or other exterior concrete is located. However, the purchaser that buys the property on which Customer's driveway or other exterior concrete is located will assume this Agreement subject to your prior actions or inactions, and will have no greater rights that you would have had under the Agreement had you not sold the property on which your driveway or other exterior concrete is located. This warranty is not assignable to any third or subsequent purchaser or any other party.

I agree to the terms and conditions on the contract and warranty document for Big Rock Concrete Inc. I agree to allow Big Rock Concrete Inc. to commence work on my property. I agree to allow Big Rock Concrete Inc. To take photos and videos of the concrete work on my property and place a sign on my property for the duration of the job for marketing purposes.

Name of Property Owner/s

Address of property where work is being completed in this contract

Address of owner if different from location of work being completed

Estimate Number assigned to this project

Signature

Date

Aaron Lawson

Signature
Aaron Lawson
Big Rock Concrete Inc.
Box 756
Okotoks, AB
T1S 1A8