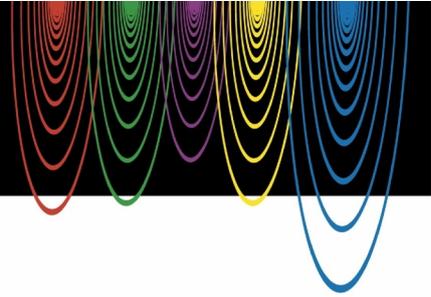


# **SUB-SURFACE DETECTION LTD**

## **UNDERGROUND PIPE & CABLE LOCATING**

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### **Sub Surface Detection Ltd Terms of Trade (Disclaimer to be read before signing)**

1. This agreement governs the provision of underground service indicating by Sub Surface Detection Ltd to the person or organisation named on this form (you).
2. You acknowledge that the services are acquired by you for business purposes only and, to the extent permitted by law, all warranties, guarantees and representations implied by law, trade or custom are expressly excluded.
3. You acknowledge that the services are intended to assist in indicating underground services shown on plans provided by service companies or councils. The procedures and equipment used cannot be relied upon to detect all underground services and cannot be relied on for that purpose.
4. Plans provided by the service companies and councils are an indication only of the location of their underground services at the time of installation, and may not have been updated.
5. The accuracy of the procedure and equipment used by Sub Surface Detection Ltd can vary. You may not assume that any underground service lies in the position indicated. In addition the equipment and procedures used do not provide a reliable guide regarding as to any depths given.
6. You must therefore confirm the position and depth of all underground services indicated by carefully digging with hand tools or hydro excavation prior to machine excavation.
7. Sub Surface Detection Ltd is in no circumstances liable for any damage to or disturbance of any underground services, or for any injury, loss or other consequences of such damage or disturbance, which may be suffered by you, or by any other person or organisation including (without limitation) any operator, contractor, owner, customer, service company, city council, or subscriber. You will at all times indemnify Sub Surface Detection Ltd against any liability for such injury, loss or damage, and for all consequences thereof.
8. Without Prejudice to the above provision if Sub Surface Detection Ltd should in any circumstances have any liability to you in tort or contract or otherwise in connection with the services, its liability shall be confined to damages in a maximum sum not exceeding the moneys actually paid to Sub Surface Detection Ltd by you for the services. Sub Surface Detection Ltd will have no liability whatever for any loss of profits, business, income, revenue or contracts, or incidental or consequential loss or damage suffered by you.
9. The above protections and indemnities also apply for the benefit of all employees, officers, agents and contractors of Sub Surface Detection Ltd.
10. You acknowledge that this document contains the entire agreement between you and Sub Surface Detection Ltd and that no representation, warranty or stipulation inconsistent with this document is expressed or implied on the part of Sub Surface Detection Ltd.