



GENERAL TERMS AND CONDITIONS

Any quotation and the related prices provided an individual legal entity belonging in whole or in part to NC Holdings U.S. Ltd. ('NCSG') are subject to Customer's acceptance of these terms and conditions. The Customer is deemed to have unconditionally agreed to NCSG's terms and conditions upon acceptance of the quotation. The quotation terms and conditions shall prevail over all inconsistent provisions in a purchase order or any other contract document ("Contract Document") of the Customer, including a Contract Document accepted in writing by NCSG.

AVAILABILITY: Equipment and Personnel are subject to availability until confirmed by Customer and confirmed by NCSG. NCSG reserves the right to exchange equipment and personnel to the satisfaction of both parties.

ACCURACY: The quote is based on information provided by Customer at the time of quotation and is subject to change after review of all final technical and scheduling details and a site visit by NCSG.

SITE REQUIREMENTS: Customer will provide NCSG with access, ample room, and suitable ground conditions to perform the work at no extra cost to NCSG. Customer's responsibility to provide access includes removal of any obstacles and/or utilities as required by NCSG and the provision of any necessary street and or parking lot closure permits. Additional charges may occur if any towing or pushing of equipment is required because of site conditions or road access.

TRANSPORT SERVICES: Any transportation work is subject to all rules and regulations of Federal, State, or Local governments having jurisdiction over any roadways that may be used. Any private road use agreements that may be required are the responsibility of the Customer; at no cost to NCSG.

Transport service pricing is subject to timely approval of all permit departments and the co-operation of third party assistance from utility/wirelifting or signal turning crews.

All goods for transport must be sufficiently packaged, reinforced or braced and structurally suitable for transportation. Loads must also have adequate securement points. NCSG accepts no liability for damages or cargo due to insufficient preparation. Hazardous goods will not be accepted for transport, handling or storage. Tarping, wrapping, sealing or protection from any natural elements or road spray, if required, will be an extra cost.

MOBILIZATION/DEMOBILIZATION OF NCSG SUPPLIED EQUIPMENT: Unless specified otherwise, mobilization/demobilization prices are based on hauling required equipment under normal road conditions. Should equipment be hauled when road bans are in effect or if unforeseen towing is required, prices would be subject to escalation. Special requirements/conditions required of permits may be at an additional charge to the Customer. Rates are based on performing the work during standard hours of operation; otherwise, applicable overtime rates may apply.

DELAYS: Delays caused by circumstances beyond the direct control of NCSG may result in extra charges for labour and equipment. NCSG will not be liable for any damages or extra costs resulting from any delays, late delivery or any other factors including but not limited to adverse weather and unforeseeable delays in transportation.

LIABILITY: NCSG will not be responsible for any damage to roadways, parking lots, sidewalks, grass, and other areas on or adjacent to the worksite.

NCSG will not be responsible for any indirect, special, incidental or consequential damages, including but not limited to any damages for loss of profit or anticipated profit, loss of use, economic loss or business interruption, however caused. NCSG's total aggregate liability for any and all claims, losses and damages relating to the work, howsoever caused, shall be limited to the lesser of ten percent (10%) of the contract value or \$500,000.



STANDARD HOURS OF OPERATION: Unless specified otherwise, standard hours of operation are Monday-Friday 8:00am-4:30pm, excluding statutory holidays.

RATES: All rates quoted are in U.S. Dollars. Unless specified otherwise, rates provided are based on standard hours of operation only; any hours outside of this may be charged at applicable overtime rates. Monthly rental rates will be invoiced at the start of the rental period. Rates provided may be subject to daily minimum charges and/or minimum rental duration.

FUEL: Unless specified otherwise, fuel is included in the rates provided and is based on fuel prices at time of quotation, subject to a fuel surcharge at time of work if deemed necessary.

THIRD PARTY COSTS: Unless specified otherwise, any required third party materials/services, including site specific requirements, will be charged at cost + 15%.

TAXES: All applicable Federal and State taxes are additional to quoted price.

PAYMENT TERMS: Unless specified otherwise, this quote is subject to net 30 payment terms on all invoices. Late payment penalties are applicable. Customer may be subject to a credit check prior to any work commencing. A copy of our Credit Check Application is available at <https://www.ncsg.com/terms-conditions/> or upon request to NCSG.

VALIDITY: Unless specified otherwise, this quote is valid for 30 days from quote date.

BARE RENTAL: Any agreement whereby NCSG rents equipment to the Customer without providing an NCSG Operator shall be governed instead by NCSG's Bare Rental Agreement Terms & Conditions, a copy of which is available at <https://www.ncsg.com/terms-conditions/> or upon request to NCSG.

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