



Canadian Concrete Disclaimer and Terms & Conditions

Introduction

Canadian Concrete has made a commitment to provide quality concrete that is intended to meet any design specifications required for your next construction concrete. Our concrete undergoes a vigorous testing and quality control program; thus, we can guarantee that our concrete adheres to the requirements set by the CSA At Delivery.

However, the production of ready-mix is merely the first step in the concrete supply chain; multiple individuals and contractors are involved in placement/pumping, forming, consolidating, finishing, protection, and curing. All these steps greatly impact the quality and lifespan of the concrete and are unfortunately out of our control. It is our guarantee that our concrete products will perform to the required specifications set by the CSA At Delivery, however, there must be an equal understanding in regard to our inability to control what occurs with our concrete after it has been batched and brought to the job site. Therefore, it will always be the customer's/contractor's obligation to ensure correct concrete handling and ordering.

This disclaimer and terms & conditions is assumed to have been, read, understood, and agreed with by all parties involved with the purchase, placement/pumping, forming, consolidation, finishing, protection, and end use of concrete from Canadian Concrete. By purchasing concrete from Canadian Concrete, the customer, contractor(s), and the project owner, agree to indemnify Canadian Concrete from claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs, resultant from improper manipulation and handling of our concrete once it has arrived at the job site.

The purpose of this document is to provide essential information to customers, homeowners, and contractors regarding the key elements of concrete quality and consistency. In addition, it will also cover our terms and conditions.

With the appropriate use of our concrete, within their respective mix design specification and appropriate placement, finishing, and curing procedures, we are confident our concrete will provide the end consumer with the required quality, strength, elegance, and durability for many years.

Respectfully,





Ordering Procedures

Our team is always ready and able to assist you in understanding which of our mixes is recommended for your project. However, due to the specific project requirements and variables involved with ordering and placing concrete, we always recommend you hire an experienced contractor to help you determine what you need, and place your order for you. It is the customer's responsibility for the interpretation of plans and specifications. **Canadian Concrete will not be responsible for any failure of the customer to properly adhere to the plans and specifications provided. Technical information or assistance given by Canadian Concrete, its agents, or oral statements, is given and accepted at the customer's risk and is not a warranty or a specification.**

Concrete calculations are the sole responsibility of the customer. We are not responsible for overages or shortages when calculating your concrete volume requirements. In accordance with our "Additional Charges", underload charges will apply when enough concrete was not ordered, and you will be charged for concrete loaded due to quantities ordered in excess of requirements.

Prior to ordering we require the following list of minimum information regarding your concrete pour. Providing this information in a timely manner and without delay will ensure prompt and smooth service when the delivery date nears. **Failure to provide the following information will prevent you from booking a concrete order from us.**

1. Company/Name:	Strong's Concrete finishing
2. Contact person and number at site	Scott Strong: 705-123-4567
3. Date of job	August 20th
4. Time of Job	8:00 am
5. Address of Job	705 Maple Street
6. Mix needed	32 MPa C2
7. Volume needed	13 m³
8. Slump	150 mm
9. Fiber	Yes
10. What is being poured	Outdoor Slab
11. Payment (Cash or Credit)	Credit card will be charged upon order
12. Truck spacing	30 minutes
13. Unloading method	Wheelbarrow/pump/off truck
14. Type of Finish	Broom
15. Any additional information	Need to fill a sonnet tube on site after the slab is done

Advance Notice: We encourage orders to be placed by 3:00 pm, the day before concrete is required to ensure the best customer service

Order Information: To place an order, we must know the pour rate in cubic meters per hour, time, and location

Confirmation: All orders must be reconfirmed a day before they are scheduled. Monday & weekend orders need to be confirmed on Friday.



Will Call/Weather Permitting/Standby Orders: May be rescheduled as existing workload permits.

Standby Orders: Will not be accepted as valid bookings, you must provide a time and location for delivery

Cancellations: Only possible if trucks have not yet been loaded. Notice of cancellations/rescheduling must be received by 3:00 pm the day prior to the pour. Monday and Weekend orders require notice by 3:00 pm Friday in accordance with our “Additional Charges”

Keep Us Informed: As soon as you know there are changes to your order.

Slump and Water

Concrete is a combination of aggregates cement and water, although simple in its composition it is often misunderstood as to what role these specific items play in making good quality concrete. Aggregates serve to provide filler for the concrete, to hold this combination of particles together, a glue-like substance is needed, this is created by mixing cement and water together to form the binding material. The reaction between cement and water is called hydration.

Water is also commonly used to increase the workability/slump of concrete, **all our mixes are designed to have a maximum 4-inch slump (100mm)**. It is common practice for contractors to add water to concrete to make it easier to work with at the job site, however, this heavily compromises the strength of the concrete and is **never** recommended. Concrete strength is determined by a maximum and well-established water-to-cement ratio. The more water in the mix the more diluted the cement “glue” is and the lower its compressible strength will be. Moreover, this will change the air entrainment percentage and will make a precast surface where salts and chlorides will enter and lead to a surface weakening that can cause surface failures such as spalling and peeling in the first year.

To achieve a higher slump, it is necessary to order superplasticizer, this admixture will increase the slump of the concrete without changing the water-to-cement ratio. Since adding water to the concrete alters a designed mix. **ANY water added to the mix after it has left our plant will void any actual or implied for the concrete’s quality, strength, air content, performance, and durability. Water added on-site will be recorded. When a target slump is specified for an order, the as-delivered slump may be 30mm +/- the target slump. Thus, no guarantee is made of achieving the target slump.**

Unloading Time & Setting Time

Setting Time refers to the time at which concrete begins to lose its workability. Factors such as temperature, time after batching, high cement content, accelerating admixtures, and type of cement can all cause concrete to set faster.

Our concrete will set up fast, it is the customer and contractors’ responsibility to ensure they have enough resources to unload it. If you are unsure about your ability to unload the concrete, please **order a retarding admixture or have multiple loads** spaced apart to ensure enough unloading time and prevent any defects in the concrete. This is especially important on warmer days.



Contractors commonly add water to concrete to delay setting adding water beyond our designed specifications will result in concrete failure. **NO concrete is designed to exceed a maximum of a 4-inch slump without a superplasticizer.**

Any water added at the job site is always recorded and documented by Canadian Concrete: **Any additional water requested or added makes the customer, contractor, project owner, and/or homeowner liable for the concrete's quality, performance, appearance, and durability. Any persons requesting additional water acknowledge they are reducing the concrete's quality, strength, performance, and durability; they agree to indemnify Canadian Concrete from any damages that arise from concrete that has been manipulated by the addition of water. Alterations to the concrete upon the customer's request by the customer, and/or the customer's representative, (addition of water) will void any actual or implied warranties.**

Once concrete has been batched it is impossible to stop the hydration reaction, thus there is limited time to unload the concrete before it begins to set in the mixer drum. Thus, the CSA standards specify a 90-minute maximum time to place concrete, this includes the time to batch, transit time to the job, and unloading time. Failure to unload the concrete in a timely manner can result in; wasted concrete, damage to the drums of our trucks, and damage to the project owner. **Retarding admixtures** can be added to the mixture if it is expected to take longer to unload. To ensure quality concrete, **it is our policy to permit a truck to be used for 2 hours maximum, this time starts once the load has been batched, includes transit time, and includes total unloading time.**

If the time has exceeded the aforementioned 2-hour window, **Canadian Concrete reserves the right to pull their truck from the job site. The customer agrees to not hold Canadian Concrete liable for any damages or delays resulting from a truck being pulled from the job site.** The full load will still be charged, waiting time will be charged, a waste concrete disposal fee of \$100/m³ will be charged to the customer, and additional charges may be applied to cover damage to the mixer drum and cleaning costs.

Our recommendation is to not over-estimate your unloading capability, and request smaller loads.

Surface Finishing and Troweling Air-Entrained Concrete

An air-entraining admixture is utilized to provide your concrete durability with exposure to freeze-thaw temperature cycles. Essentially, this admixture stabilizes microscopic air bubbles in the mortar of the concrete which become permanent voids once the concrete has completely cured. The voids provide pressure relief from any moisture that may freeze and expand within the concrete during the winter. When a target air is specified for an order, the as-delivered air content may be 4% +/- the target air. Thus, no guarantee is made on target air content. Air content range guidelines and guarantees are made per CSA A23.1 table 4 requirements.

Finishers often use steel trowels to give concrete a smooth finish, this process involves multiple passes of the trowel to densify the top layer of mortar on the concrete. A steel-trowelled finish shall not be applied to air-entrained concrete per CSA A23.1. In a phenomenon called densification, hard troweling will push the air voids out of the top layer of the concrete and sometimes create a large void just under the surface. This can lead to



spalling/delamination, which is a separation/flaking of the surface layer of concrete. The concrete will also become susceptible to freezing and thawing failure because the surface layer no longer has air voids. Air is recommended for outdoor concrete applications, it is not recommended to hard trowel concrete outdoors as the surface can become slippery when wet or frozen, it is always recommended to have a broom finish as it provides a safer surface to walk on.

Performing Hard trowelling too early in the placement of any concrete can also result in spalling, densifying, delamination, the surface layer causes it to set faster than the lower portions of the slab. This creates a barrier for the bleed water from escaping, resulting in delamination and spalling

Another common surface issue with concrete is a “pop out”, this occurs when the stone in concrete absorbs water and begins to expand and explode and cause defects in the surface of concrete. This is common in areas exposed to water such as downspouts or gutters. Improper finishing can also make concrete more prone to pop-outs.

Canadian Concrete only takes a guarantee on providing concrete that meets the specified CSA standards At Delivery. Canadian Concrete shall not accept any claims regarding the surface appearance of concrete if CSA standards are met.

Concrete Curing

Curing is the process of maintaining satisfactory temperature and moisture conditions in concrete long enough for hydration to develop the desired concrete properties such as strength and durability. As such, you must take measures to ensure conditions are suitable for this chemical reaction to occur. We strongly recommend that you consult and apply the CSA A23.1 specification. This specification details measures that must be taken to ensure a high-quality finished product. This is especially important when placing, finishing, and curing concrete at temperatures below 5 degrees Celsius and above 27 degrees Celsius.

Minimum Load Sizes

Our minimum order size is 1 cubic meter for strengths up to 32 MPa. Strengths 35 MPa and above require a minimum load size of 3 cubic meters. 3 cubic meters is required to ensure quality concrete for all strengths.

Concrete Temperature

Concrete temperatures will be dictated by the environmental and material conditions at the time of delivery. Any requirement beyond these conditions will require the implementation of controlled measures during production at the expense of the purchaser.

COD

Payment must be received, processed, and verified one day before **loading** the truck(s). Concrete will not be loaded in a truck if this is not done. The payment method must be established before placing your order.



Delivery

We are responsible to deliver concrete up to the curbside, we will not pull into the site unless it is specifically requested by the customer. The driver has the right to refuse to enter a site if they believe it is unsafe to do so with the customer still responsible for full payment of the loaded concrete truck(s). It is the customer's responsibility to prepare reasonable and safe access to the job site for delivery of concrete. The customer is responsible for any damages, fines, fees, injuries, or other costs incurred by Canadian Concrete accessing the site, this includes any public or private property such as driveways, lawns, sidewalks, grass, septic beds, and roads dirtied by the trucks. **The customer agrees to indemnify and hold us harmless against all liabilities, losses and expenses incurred as a result of the delivery. The customer is responsible for any wrecker fees required for the delivery in the event a truck gets stuck. The customer must provide an environmentally acceptable location for the mixer truck to wash and rinse its chutes. The customer must also provide a signaller/flagman for the truck.**

Canadian Concrete prides itself on delivering quality concrete and service, however, variables beyond our control including but not limited to accidents, breakdowns, shortages, traffic, and utility outages can affect service. We will not accept any back-charges related to perceived delays and service failures.

Waiting Time

Once the truck has arrived at the job site there is a maximum of 1 hour provided for the contractors to unload the truck. After this hour on-site has elapsed the customer will be billed at a rate of **\$3 per minute**. The truck will be pulled from the job after 2 hours have passed since the **time of loading** even with concrete, for more information on this please refer to the "Unloading Time" section.

Sealing

Concrete sealing is a great way to protect your concrete, we recommend all customers utilize a long-term sealer. Sealing is a cost-effective method to prevent larger costs arising from damaged concrete. It is recommended for customers to undergo sealing 2 to 4 weeks after curing and at a minimum of once per year for their concrete

Salt and De-icing

The use of salt is never recommended on concrete surfaces, salt lowers the freezing temperature of the water. As liquid water can permeate the surface layer of concrete easier, once the temperature drops below the effective temperature of rock salt (-6°C) the water saturated in the concrete will freeze and cause damage to the surface layer of your slab, this is also known as spalling. The frozen layer of water will push upwards resulting in cracks, flakes, and splinters.

Therefore, the only recommended de-icing regimen for concrete is the use of sand. In areas where salt must be used, the minimum time frame of 1 year must elapse before salt is used on the concrete.



Ticket Signatures

If the customer or their agent does not sign the delivery ticket for the concrete or otherwise receive the concrete in the manner agreed to by the parties, the concrete will, at the customer's expense, be returned. By signing the delivery ticket, you are agreeing to the terms & conditions set out within this document and understand the disclaimers given within this document.

Volume

Any claims for shortage of concrete must be made within 24 hours after receipt of concrete by the customer, and, in such instance, the quantity of loaded or delivered concrete that is shown on our ticket shall be conclusive evidence of the quantity of concrete delivered unless reported otherwise at the time of delivery.

Test Reports

All concrete test reports must be immediately delivered to Canadian Concrete. All field and laboratory testing shall be done in accordance with CSA A23.1/2. We will not accept testing that is not done in compliance with CSA A23.1/2.

The customer must give Canadian Concrete written notice within 48 hours after delivery of any claim against Canadian Concrete as a result of any alleged nonconforming materials or any other cause whatsoever (other than failure to meet tests that are performed at a specified age for testing such as compressive strength, in which event the time for notice will be within 48 hours after the specified age of the test sample in accordance with CSA standards), time being of the essence. Canadian Concrete will be given a reasonable opportunity to investigate all claims. Any failure by the purchaser to give written notice within such 48-hour period will be deemed a conclusive waiver by the customer of all such claims against Canadian Concrete.

Canadian Concrete will only be responsible for the performance properties of the concrete from samples taken at the end of the chutes At Delivery.

Concrete Specifications

Proper curing, finishing, placing, consolidating, construction, forming, hot/cold weather procedures, and methods must be followed per CSA A23.1. These details, measures, and producers that must be taken to ensure high-quality finished concrete. It is the customer's responsibility to ensure best practices, CSA standards, and job specifications have been followed. Canadian Concrete does not guarantee the concrete strength for a specific application nor can it be held liable for advice given on strength required for an application. Nor does it confirm or opines on the application and use of the concrete as ordered for the application in which it is used. Excluding achieving target air and slumps, Canadian Concrete guarantees that the concrete meets the ordered specification At Delivery only. Concrete mix recommendations are a suggestion and can only be finalized and specified by a licenced and experience engineer.

At Delivery means the time and place at which the concrete exits the end of the chute from any delivery vehicle owned or operated by us or our subcontractor. Alterations to the concrete upon the customer's request before discharge or during unloading by the customer, and/or the customer's representative, (addition of water or ingredients) will void any actual or implied warranties At Delivery.



Indemnity

The customer agrees to defend, indemnify and hold harmless Canadian Concrete from and against any and all claims, losses, damages, liabilities, costs, fines, penalties and expenses including without limitation, reasonable legal fees, for injury or death to persons, or loss or damage to property arising out of or relating to the operation, handling, transportation or use of the concrete by or while in the possession of the customer, its employees, agents, contractors, or carriers. The herein indemnity also includes any claims made against Canadian Concrete associated with any charges or fines levied pursuant to the Ontario occupational health and workplace safety.

Limitations of Liability

The liability of Canadian Concrete is limited to its express obligation to deliver concrete in good condition. The sole and exclusive remedy of the customer or any other party against Canadian Concrete for all claims related to warranty or product quality (whether the claims arise in tort, contract, or any other theory of liability) shall not exceed ten percent (10%) of the value of the concrete in question provided by Canadian Concrete under the applicable agreement. Canadian Concrete will not be liable to the customer or any other party for lost profits, indirect or consequential damages, delays, lost sales, punitive damages, liquidated damages, injury to persons or property or any other incidental or consequential loss (whether the claims arise in tort, contract, or any other theory of liability).

Limitation of Warranty

Canadian Concrete expressly warrants the title to the concrete and, except as set out in “Concrete Specifications”, Canadian Concrete makes no representation or warranty whatsoever with respect to the concrete, express or implied, whether written, oral, statutory or arising by previous course of dealings or usage of trade, including merchantability and fitness for a particular purpose, and Canadian Concrete hereby disclaims all such other representations and warranties to the maximum extent permitted by applicable law.

Call Recording

We reserve the right to record or monitor telephone calls and make and retain copies of all communications received for training, security, and order verification.

If any provisions or details of this agreement is held by court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of this agreement remain in full force and effect.

CAUTION: Freshly mixed cement concrete, grout, or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into the eyes, rinse immediately and repeatedly with water and get prompt medical attention. Keep out of reach of children.