

**CUSTOMER NAME:** Landmark Michigan  
**BUILDING NAME:** Grosse Pointe Medical Office Building  
**BUILDING ADDRESS:** 16815 E Jefferson Avenue, Detroit, MI 48230  
**CONTACT NAME:** JD Hounshell  
**CONTACT E-MAIL:** jhounshell@continuumservices.com  
**CONTACT ROLE:** Facilities Manager  
**CONTACT PHONE:** +1 248-752-1875  
**INSPECTION TYPE:** Sprinkler  
**FREQUENCY:** Quarterly  
**WORK ORDER:** 53446426  
**INSPECTION START DATE:** 01/10/2023  
**INSPECTION END DATE:** 01/10/2023

**INSPECTOR:** Torie Liniarski  
**INSPECTOR LICENSE:** Fire - AS0147  
**ACCOUNT NAME:** Johnson Controls North America  
**OFFICE ADDRESS:** 24755 Halsted Rd, Farmington  
**OFFICE PHONE:** 248-427-5049  
**OFFICE LICENSE:** Wet - L320376  
**TIMEZONE:** EST

## SPRINKLER INSPECTION REPORT

### *General Inspection Notes*

1. 1/10/2023 Quarterly sprinkler inspection

### DEVICE DEFICIENCIES

No device deficiencies in this inspection.

## General

### To be Answered with the Owner

1.	Have there been any changes in the occupancy classification, machinery or operations since the last inspection?	No
2.	Have there been any changes or repairs to the fire protection systems since the last inspection?	No
3.	If a fire has occurred since the last inspection, have all damaged sprinkler system components been replaced?	No
4.	Have you had an internal pipe inspection performed in the last 5 years?	Yes
5.	Date the internal pipe inspection was performed?	08/09/2022
6.	Are Special Ladders or Lifts Required to perform the 5 Year Internal Pipe Inspection? If So, please list Size and Type. (12 Foot Stepladder, 20 Foot Scissor Lift Etc...) <b>8' Ladder</b>	No

### To be Answered by the Inspector

1.	Have the sprinkler systems been extended to all areas of the building?	Yes
2.	Are all exterior openings protected against the entrance of cold air?	Yes
3.	Are the building areas protected by a wet system heated, including its blind attics and perimeter areas?	Yes
4.	Date Backflow Devices Were Tested	08/22/2022
5.	Number Of Water Gauges	6
6.	Are all Tanks, Fire Pumps, and Fire Department Connections Inspected and Tested Per NFPA 25?	Yes
7.	All Systems Restored To Normal	Yes

### Water Supplies

1.	Type	Pressure Fire Pump and City
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### Control Valve Questions

1.	Are all sprinkler system main control valves and all other valves in the appropriate open or closed position?	Yes
2.	Are all control valves sealed, locked, or supervised, in the appropriate open or closed position?	Yes

### Alarms

1.	Did the electric alarms operate during testing?	Yes
2.	Did the supervisory alarms operate during testing?	Yes

### Sprinklers - Piping

1.	Were All Sprinklers Made After 1920	Yes
2.	Standard Response Sprinklers 50 Years Or Older	No
3.	Quick Response Sprinklers 20 years or older?	No
4.	Do sprinklers generally appear to be free of corrosion, paint, or loading and visible obstructions?	Yes
5.	Is the buildings sprinklers inventory list located within the sprinkler spare head cabinet?	Yes
6.	Are appropriate number of extra sprinklers and sprinkler wrenches available on the premises?	Yes
7.	Type of sprinkler heads	White Tyco Pendant QR 155 degrees 2015 Concealed Pendant 155 degrees 2015 Chrome Wall Mount 200 degrees 2015 White Wall Mount. 155 degrees 2015 Brass Upright QR 155 degrees 2016 Brass Pendant QR 155 degrees 2015
8.	Does there appear to be proper clearance between the top of all storage and the sprinkler deflector?	Yes
9.	Does the exposed exterior condition of piping, drain valves, check valves, hangers, pressure gauges, open sprinklers and strainers appear to be satisfactory?	Yes

## Devices

INSPECTION RESULTS SUMMARY				
DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
City Connection Control Valve	2	2	0	0
Control Valve	2	2	0	0
Fire Dept. Connection	1	1	0	0
Gauge	5	5	0	0
Inspectors Test Valve	3	3	0	0
Pump Control Valve	6	6	0	0
Sectional Control Valve	5	5	0	0
Supervisory Device	1	1	0	0
System Control Valve	1	1	0	0
Tamper Switch	14	14	0	0
Water Flow Switch	4	4	0	0
Main Drain Test	4	4	0	0
Wet System	4	4	0	0

WET SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Lower Level	Fire Pump Rm	Wet System	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Make & Model							Grinnell
What Size is This Wet Pipe valve?							6"
Hydraulic Name Plate Present							Yes
Record The Coverage Area Defined On The Hydraulic Plate							Lower level
Record The GPM On The Hydraulic Plate							750
Inspect Alarm Valve For Exterior Damage							Yes
Drains Leak Tight							Yes
Trim Piping Leak Tight							Yes
Gauges Reading Normal PSI							Yes
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.							145
Did alarm valves, water flow alarm devices, and retards test satisfactorily?							Yes
Inspector Test Opened & Free Of Obstruction / Discoloration							Yes
Date of Internal Inspection of Strainers, Filters, Restriction Orifices							08/09/2022
Date of Check Valves Internal Inspection							08/09/2022
Date the internal pipe inspection was performed?							08/09/2022
Date of Gauges Replacement							08/08/2022

## Devices

WET SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	Lower Level	North Stair	Wet System	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Make & Model							Grinnell
What Size is This Wet Pipe valve?							2"
Hydraulic Name Plate Present							No
Inspect Alarm Valve For Exterior Damage							Yes
Drains Leak Tight							Yes
Trim Piping Leak Tight							Yes
Gauges Reading Normal PSI							Yes
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.							150
Date of Internal Inspection of Strainers, Filters, Restriction Orifices							08/09/2022
Date of Check Valves Internal Inspection							08/09/2022
Date the internal pipe inspection was performed?							08/09/2022
Date of Gauges Replacement							08/09/2022
3	Floor 1	North Stair	Wet System	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Make & Model							Grinnell
What Size is This Wet Pipe valve?							2"
Hydraulic Name Plate Present							No
Inspect Alarm Valve For Exterior Damage							Yes
Drains Leak Tight							Yes
Trim Piping Leak Tight							Yes
Gauges Reading Normal PSI							Yes
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.							140
Date of Internal Inspection of Strainers, Filters, Restriction Orifices							08/09/2022
Date of Check Valves Internal Inspection							08/09/2022
Date the internal pipe inspection was performed?							08/09/2022
Date of Gauges Replacement							08/09/2022
4	Floor 2	North Stair	Wet System	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Make & Model							Grinnell
What Size is This Wet Pipe valve?							2"
Hydraulic Name Plate Present							No
Inspect Alarm Valve For Exterior Damage							Yes
Drains Leak Tight							Yes
Trim Piping Leak Tight							Yes
Gauges Reading Normal PSI							Yes
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.							135
Date of Internal Inspection of Strainers, Filters, Restriction Orifices							08/09/2022
Date of Check Valves Internal Inspection							08/09/2022
Date the internal pipe inspection was performed?							08/09/2022
Date of Gauges Replacement							08/09/2022

## Devices

MAIN DRAIN TESTS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Lower Level	North Stairwell	Main Drain Test	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Test pipe located							At Riser
Size of test pipe							2"
Static supply pressure							140
2	Floor 1	North Stairwell	Main Drain Test	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Test pipe located							At Riser
Size of test pipe							2"
Static supply pressure							135
3	Floor 2	North Stairwell	Main Drain Test	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Test pipe located							At Riser
Size of test pipe							2"
Main Drain PSI Comparable to previous?							Yes
4	Lower Level	Pump Rm	Main Drain Test	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Test pipe located							LL FI Pump Rm
Size of test pipe							2"
Previous Main Drain Test Date							08/15/2022
Previous Main Drain Static Pressure							145
Previous Main Drain Residual Pressure							50
Static supply pressure							145
Residual Pressure							45
Time to return to normal system pressure							30 seconds
Static supply pressure after completion of test							140
Main Drain PSI Comparable to previous?							Yes
Main drain opened & free of obstruction discoloration?							Yes

FIRE DEPARTMENT CONNECTIONS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Floor 1	North East Corner Of Building	Fire Dept. Connection	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Is FDC Visible / Accessible?							Yes
Are Couplings / Swivels / Plugs / Caps in place?							Yes
Identification Signs In Place							Yes
Check Valve Not Leaking / Gaskets In Good Condition / Ball Drip and Clapper in Place and Operating Properly							Yes
FDC Hydrostatic Test Date							07/28/2021
FDC Check Valves Internal Inspection Date							07/28/2021

GAUGES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Lower Level	In fire pump room	Gauge	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type of Gauge							Water
Gauge Date							08/09/2022

## Devices

GAUGES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	Floor 1	North stairs	Gauge	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type of Gauge							Water
Gauge Date							08/09/2022
3	Lower Level	North stairs	Gauge	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type of Gauge							Water
Gauge Date							08/09/2022
4	Floor 2	North Stairs	Gauge	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type of Gauge							Water
Gauge Date							08/09/2022
5	Floor 2	South stairs	Gauge	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type of Gauge							Water
Gauge Date							08/09/2022

CONTROL VALVES AGG							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Floor 1	1st Fl North Stairwell	Sectional Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							2" Butterball
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
2	Lower Level	By North Stair (For North Standpipe)	Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
3	Lower Level	By North Stair (For South Standpipe)	Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes

## Devices

CONTROL VALVES AGG							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
<b>4</b>	Floor 2	North Stairwell	Sectional Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							2" Butterball
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
<b>5</b>	Lower Level	North Stairwell	Sectional Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							2" Butterball
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
<b>6</b>	Lower Level	Pump Rm (System)	System Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" OSY
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
<b>7</b>	Lower Level	Pump Rm (Test Header - Normally Closed)	Pump Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
<b>8</b>	Lower Level	Pump Room (After Backflow)	City Connection Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" OSY
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes

## Devices

CONTROL VALVES AGG							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
9	Lower Level	Pump Room (Before Backflow)	City Connection Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" OSY
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
10	Lower Level	Pump Room (Bypass)	Pump Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
11	Lower Level	Pump Room (Bypass)	Pump Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
12	Lower Level	Pump Room (Jockey)	Pump Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							1.25" OSY
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Secured in a Locked Enclosure
Free from External Leaks?							Yes
13	Lower Level	Pump Room (Jockey)	Pump Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							1.25" OSY
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Secured in a Locked Enclosure
Free from External Leaks?							Yes



## Devices

CONTROL VALVES AGG							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
14	Lower Level	Pump Room (Pump Discharge)	Sectional Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
15	Lower Level	Pump Room (Riser)	Sectional Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" Butterfly
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes
16	Lower Level	Pump Room (Suction)	Pump Control Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Type and Size							6" OS&Y
Easily Accessible?							Yes
Signs?							Yes
Valve in the Appropriate Open or Closed Position?							Yes
Sealed, Locked, and/or Supervised							Supervised
Free from External Leaks?							Yes

INSPECTOR'S TEST VALVE							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Floor 1	North Stairwell	Inspectors Test Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
2	Lower Level	North Stairwell	Inspectors Test Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>
3	Floor 2	North Stairwell	Inspectors Test Valve	—	Torie Liniarski	01/10/2023	<b>Passed</b>

WATER FLOW SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Lower Level	FIRE PUMP Room L014	M1-17	Water Flow Switch	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Quarterly Visual Inspection - Is flow switch free of damage with its electrical connections secure?								Yes
Time Delay (in seconds)								38
Open test connection/bypass. Did water flow activate the alarm?								Yes
2	Floor 1	NORTH STAIR 112	M1-84	Water Flow Switch	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Quarterly Visual Inspection - Is flow switch free of damage with its electrical connections secure?								Yes
3	Floor 2	NORTH STAIR 212	M1-166	Water Flow Switch	—	Torie Liniarski	01/10/2023	<b>Passed</b>
Quarterly Visual Inspection - Is flow switch free of damage with its electrical connections secure?								Yes

## Devices

WATER FLOW SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
4	Lower Level	NORTH STAIR L012	M1-19	Water Flow Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is flow switch free of damage with its electrical connections secure?								Yes

TAMPER SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Lower Level	FIRE PUMP L014 - BYPASS	M1-10	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
2	Lower Level	FIRE PUMP L014 - BYPASS	M1-14	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
3	Lower Level	FIRE PUMP L014 - CITY	M1-8	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
4	Lower Level	FIRE PUMP L014 - CITY	M1-12	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
5	Lower Level	FIRE PUMP L014 - PUMP DISCHARGE	M1-11	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
6	Lower Level	FIRE PUMP L014 - PUMP SUCTION	M1-13	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
7	Lower Level	FIRE PUMP L014 - RISER	M1-15	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
8	Lower Level	FIRE PUMP L014 - SYSTEM	M1-9	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
9	Lower Level	FIRE PUMP L014 - TEST HEADER	M1-16	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
10	Floor 1	NORTH STAIR 112	M1-83	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
11	Floor 2	NORTH STAIR 212	M1-165	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
12	Lower Level	NORTH STAIR L012	M1-18	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes
13	Lower Level	NORTH STAIR STANDPIPE L012 (BY NORTH STAIRS)	M1-57	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
14	Lower Level	SOUTH STAIR STANDPIPE L003 (BY NORTH STAIRS)	M1-56	Tamper Switch	—	Torie Liniarski	01/10/2023	Passed
Quarterly Visual Inspection - Is tamper switch free of damage with its electrical connections secure?								Yes

## Devices

SUPERVISORY POINTS								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	Lower Level	LL FP L014 FIRE PUMP POWER LOSS	2-6-0 M1-6	Supervisory Device	—	Torie Liniarski	01/10/2023	<b>Passed</b>

## Recommendations

<p><b>Inspector Signature</b> _____</p> <p style="text-align: center;"><i>Torie Liniarski</i></p>	<p><b>Inspector Name</b> _____</p> <p style="text-align: center;">Torie Liniarski</p> <p><b>Date</b> _____</p> <p style="text-align: center;">01/10/2023</p>
<p><b>Signature of the Building management</b> _____</p> <p style="text-align: center;"><i>Jose Trejo</i></p>	<p><b>Printed name of the Building management</b> _____</p> <p style="text-align: center;">Jose Trejo</p> <p><b>Date</b> _____</p> <p style="text-align: center;">01/10/2023</p>

## Terms And Conditions

- 1. Limitation of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
- 2. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.
- 3. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this agreement, including but not limited to the Services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
- 4. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no:

  - a. "permit confined space," as defined by OSHA, or space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of a risk of infectious disease
  - b. need for air monitoring, respiratory protection, or other medical risk
  - c. asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building
  - d. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such conditions shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.
- 5. Equipment Disconnections.** This represents Company's notice to you that the system(s)/device(s) listed on the face of this agreement as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report
- 6. General.** Unless otherwise specified, work shall be performed during company's regular business hours,, exclusive of Saturdays, Sundays and Company holidays. All work is subject to review and rebilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.

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**DEVICE NOTE IMAGE APPENDICES**