

**CUSTOMER NAME:** Bay City Medical Office Building LLC  
**BUILDING NAME:** 12672001 - Bay City Medical Office Building LLC  
**BUILDING ADDRESS:** 4 Columbus Ave, c o Landmark Healthcare Facilities, BAY CITY, MI, 48708, US  
**CONTACT NAME:** Joe Ostroski  
**CONTACT E-MAIL:** jostroski@landmarkleadership.com  
**CONTACT ROLE:** Facilities Engineer  
**CONTACT PHONE:** 9895450048  
**INSPECTION TYPE:** Sprinkler  
**FREQUENCY:** Quarterly  
**WORK ORDER:** 52683408  
**INSPECTION END DATE:** 09/15/2022

**INSPECTORS:** Aaron Cheney  
**INSPECTOR LICENSE:**  
**ACCOUNT NAME:** Johnson Controls North America  
**OFFICE ADDRESS:** 24755 Halsted Rd Farmington Hills MI  
**OFFICE PHONE:** 1(248)427-5049  
**OFFICE LICENSE:** L320376  
**TIMEZONE:** EDT

## SPRINKLER INSPECTION REPORT

**DEVICE DEFICIENCIES**  
 No device deficiencies in this inspection.

### OTHER DEFICIENCIES

No device deficiencies were found during 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.	Have you had an internal pipe inspection performed in the last 5 years?	Yes
4.	Date the internal pipe inspection was performed?	03/10/2020

### 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	06/11/2021
5.	Number Of Water Gauges	9
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

## General

Sprinklers - Piping		
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?	No
6.	Are appropriate number of extra sprinklers and sprinkler wrenches available on the premises?	Yes
7.	Does there appear to be proper clearance between the top of all storage and the sprinkler deflector?	Yes
8.	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
Control Valve	17	17	0	0
Fire Dept. Connection	1	1	0	0
Gauge	9	9	0	0
Inspectors Test Valve	3	3	0	0
Supervisory-Fire Pump Loss of Power	1	1	0	0
Supervisory-Fire Pump Running Supervisory	1	1	0	0
Tamper Switch	17	17	0	0
Water Flow Switch	4	4	0	0
Main Drain Test	1	1	0	0
Wet System	4	4	0	0

WET SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Fire Pump Room Standpipe (Pump Rm Outside)	Wet System	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Make & Model							6" Open
What Size is This Wet Pipe valve?							6"
Hydraulic Name Plate Present							No
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.							120
Did alarm valves, water flow alarm devices, and retards test satisfactorily?							Yes
Date of Internal Inspection of Strainers, Filters, Restriction Orifices							03/10/2020
Date of Check Valves Internal Inspection							03/10/2020
Date the internal pipe inspection was performed?							03/10/2020
Date of Gauges Replacement							03/10/2020

## Devices

WET SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	1st Floor	In Stair A	Wet System	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Make & Model							3" open
What Size is This Wet Pipe valve?							3"
Hydraulic Name Plate Present							No
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
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							03/10/2020
Date of Check Valves Internal Inspection							03/10/2020
Date the internal pipe inspection was performed?							03/10/2020
Date of Gauges Replacement							03/10/2020
3	2nd Floor	In Stair A	Wet System	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Make & Model							3" open
What Size is This Wet Pipe valve?							3"
Hydraulic Name Plate Present							No
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.							120
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							03/10/2020
Date of Check Valves Internal Inspection							03/10/2020
Date the internal pipe inspection was performed?							03/10/2020
Date of Gauges Replacement							03/10/2020

## Devices

WET SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
4	3rd Floor	Stair A	Wet System	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Make & Model							3" open
What Size is This Wet Pipe valve?							3"
Hydraulic Name Plate Present							Yes
Record The Coverage Area Defined On The Hydraulic Plate							3rd Floor / Standpipe
Record The GPM On The Hydraulic Plate							279.4 GPM / 750 GPM
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.							115
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							03/10/2020
Date of Check Valves Internal Inspection							03/10/2020
Date the internal pipe inspection was performed?							03/10/2020
Date of Gauges Replacement							03/10/2020

MAIN DRAIN TESTS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Outside Riser Room	Main Drain Test	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Test pipe located							Outside Riser Room
Size of test pipe							2"
Previous Main Drain Test Date							06/08/2022
Previous Main Drain Static Pressure							127
Previous Main Drain Residual Pressure							50
Static supply pressure							120
Residual Pressure							50
Time to return to normal system pressure							5 second
Static supply pressure after completion of test							100

FIRE DEPARTMENT CONNECTIONS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Outside Fire Pump Room	Fire Dept. Connection	—	Aaron Cheney	09/15/2022	<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							09/01/2021
FDC Check Valves Internal Inspection Date							03/10/2020

## Devices

GAUGES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Outside Riser Room by Fire Pump	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
2	1st Floor	Outside Riser Room by Fire Pump Control Panel	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
3	1st Floor	Outside Riser Room by Jockey Pump Control Box	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
4	1st Floor	Stair A	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
5	1st Floor	Stair A	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
6	2nd Floor	Stair A	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							12/31/1969
7	2nd Floor	Stair A	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
8	3rd Floor	Stair A	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020
9	3rd Floor	Stair A	Gauge	—	Aaron Cheney	09/15/2022	Passed
Type of Gauge							Water
Gauge Date							03/10/2020

CONTROL VALVES AGG								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Outside Fire Pump Main Riser	—	Control Valve	—	Aaron Cheney	09/15/2022	Passed
Type and Size								Butterfly 6" Argco
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	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	1st Floor	Outside Riser Room City Connection (Before Backflow)	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								OSY 6" Apollo
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	1st Floor	Outside Riser Room City Connection (After Backflow)	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								OSY 6" Apollo
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
4	1st Floor	Outside Riser Room Bypass (Before Check Valve)	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								Butterfly 6" Argco
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
5	1st Floor	Outside Riser Room Bypass (After Check Valve)	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								Butterfly 6" Argco
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
6	1st Floor	Outside Riser Room Pump Suction	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								OSY 6" Fivalco
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	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
7	1st Floor	Outside Riser Room Test header	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								Butterfly 6" Argco
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
8	1st Floor	Outside Riser Room Pump Discharge	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								Butterfly 6" Argco
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
9	1st Floor	By Elevator Equipment Rm, In Ceiling	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								Butterball 1" Milwaukee
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	1st Floor	By Elevator for Shaft, In Ceiling	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								Butterball 1" Milwaukee
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	1st Floor	By Stair A In Ceiling	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								BTF 4" Victualic
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	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
<b>12</b>	1st Floor	By Stair B In Ceiling	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								BTF 4" Victualic
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>13</b>	1st Floor	By Stair C In Ceiling	—	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								BTF 4" Victualic
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>14</b>	3rd Floor	Stairwell A	D177	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								BTF 3" Argco
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>15</b>	2nd Floor	Stairwell A	D163	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								BTF 3" Victualic
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>16</b>	1st Floor	Stairwell A	D131	Control Valve	—	Aaron Cheney	09/15/2022	<b>Passed</b>
Type and Size								BTF 3" Victualic
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	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
17	1st Floor	Control Valve Jockey pump	—	Control Valve	—	Aaron Cheney	09/15/2022	Passed
Type and Size								Butterball 1.25" Milwaukee
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	1st Floor	Stairwell A	Inspectors Test Valve	—	Aaron Cheney	09/15/2022	Passed	
2	2nd Floor	Stairwell A	Inspectors Test Valve	—	Aaron Cheney	09/15/2022	Passed	
3	3rd Floor	Stairwell A	Inspectors Test Valve	—	Aaron Cheney	09/15/2022	Passed	

WATER FLOW SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Stairwell A	D130	Water Flow Switch	—	Aaron Cheney	09/15/2022	Passed
Time Delay (in seconds)								68
2	2nd Floor	Stairwell A	D162	Water Flow Switch	—	Aaron Cheney	09/15/2022	Passed
Time Delay (in seconds)								40
3	3rd Floor	Stairwell A	D176	Water Flow Switch	—	Aaron Cheney	09/15/2022	Passed
Time Delay (in seconds)								45
4	1st Floor	Fire Pump Room (Main)	D136	Water Flow Switch	—	Aaron Cheney	09/15/2022	Passed
Time Delay (in seconds)								40

TAMPER SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	By Elevator Shaft Valve In Ceiling	D147	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
2	1st Floor	Outside Of Elevator Equip Room Valve In Ceiling	D143	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
3	1st Floor	By Stair A In Ceiling	D131	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
4	1st Floor	By Stair C In Ceiling	D158	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
5	1st Floor	By Stair B In Ceiling	D153	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
6	1st Floor	Fire Pump Rm BTF Jockey Pump Valve	D172	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
7	1st Floor	Fire Pump Rm BTF Pump Discharge Valve	D138	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed

## Devices

TAMPER SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
8	1st Floor	Fire Pump Rm BTF Pump Test Header NC	D139	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
<b>Notes:</b> Visual Only								
9	1st Floor	Fire Pump Rm BTF Pump Bypass Right	D133	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
10	1st Floor	Fire Pump Rm BTF Main Sectional	D137	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
11	1st Floor	Fire Pump Rm BTF Pump Bypass Left	D132	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
12	1st Floor	Fire Pump Room OS&Y City Connection	D171	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
13	1st Floor	Fire Pump Room OS&Y Pump Inlet	D134	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
14	1st Floor	Fire Pump Room OS&Y System Valve	D135	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
15	2nd Floor	Stairwell A	D163	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
16	1st Floor	Stairwell A	D131	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed
17	3rd Floor	Stairwell A	D177	Tamper Switch	—	Aaron Cheney	09/15/2022	Passed

SUPERVISORY POINTS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	Fire Pump Rm (Outside) D141	Supervisory-Fire Pump Loss of Power	—	Aaron Cheney	09/15/2022	Passed
2	1st Floor	Fire Pump Rm (Outside) D140	Supervisory-Fire Pump Running Supervisory	—	Aaron Cheney	09/15/2022	Passed

## Recommendations

1.	Inspection deficiencies and suggested improvements were discussed with the customer/customer representative.	Yes
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Inspector Signature _____ 	Inspector Name _____ Aaron Cheney	Date _____ 09/15/2022
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## 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**