

CUSTOMER NAME: Eden Hill Medical Center LLC
BUILDING NAME: 5258315 - Eden Hill Medical Center LLC
BUILDING ADDRESS: 200 Banning Street Suite 330, DOVER, DE, 19904 3490, US
CONTACT NAME: Trish Johnson
CONTACT E-MAIL: trish@edenhillmc.com
CONTACT ROLE: Building Management
CONTACT PHONE: 3028830097
INSPECTION TYPE: Sprinkler
FREQUENCY: Annual
WORK ORDER: 54421884, 54421882, 54421886
INSPECTION START DATE: 06/21/2023
INSPECTION END DATE: 06/21/2023

INSPECTOR: Brent Cohee
INSPECTOR LICENSE:
ACCOUNT NAME: Johnson Controls North America
OFFICE ADDRESS:
OFFICE PHONE:
OFFICE LICENSE:
TIMEZONE: EDT

SPRINKLER INSPECTION REPORT

DEVICE DEFICIENCIES

LOCATION	DESCRIPTION	ADDRESS	DEVICE	MAKE	MODEL	BARCODE	DATE OF TEST	TYPE	IMAGES
—	Fdc	—	Fire Dept. Connection	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: No record of five year hydro</i>									
—	Stairwell 1 1st flr	—	Gauge	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: Outdated</i>									
—	Stairwell 1 2nd flr	—	Gauge	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: Outdated</i>									
—	Stairwell 1 3rd flr	—	Gauge	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: Outdated</i>									
—	Stairwell 3 1st flr	—	Gauge	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: Outdated</i>									
—	Stairwell 3 2nd flr	—	Gauge	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: Outdated</i>									
—	Stairwell 3 3rd flr	—	Gauge	—	—	—	06/21/2023	FUNCTIONAL FAILURE	—
<i>FAILURE REASON: Outdated</i>									

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?	07/13/2018
5.	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...)	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	06/21/2023
5.	Number Of Water Gauges	8
6.	All Systems Restored To Normal	Yes

Water Supplies

1.	Type	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.	Quick Response Sprinklers 20 years or older?	No
3.	Do sprinklers generally appear to be free of corrosion, paint, or loading and visible obstructions?	Yes
4.	Are appropriate number of extra sprinklers and sprinkler wrenches available on the premises?	Yes
5.	Does there appear to be proper clearance between the top of all storage and the sprinkler deflector?	Yes
6.	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
Fire Dept. Connection	1	0	1	0
Gauge	8	2	6	0
Hose Valve Outlet	6	6	0	0
Sectional Control Valve	7	7	0	0
Standpipe System	1	1	0	0
Tamper Switch	9	9	0	0
Water Flow Switch	7	7	0	0
Main Drain Test	1	1	0	0
Wet System	1	1	0	0

STANDPIPE SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Wet standpipe	Standpipe System	—	Brent Cohee	06/21/2023	Passed
Is This a Wet or Dry Standpipe							Wet Standpipe
Define Type Of Standpipe							Class 1 (2.5")
What Size Is This Valve							6
Record The Pressure (PSI) Shown On The Water Supply Pressure Gauge.							50
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.							50
Building Free Of Conditions Exposing Pipe To Freezing							Yes
Date of Last Standpipe System Flow Test							07/13/2018
* Due this year							
Date of Gauges Replacement							09/01/2020
Date the internal pipe inspection was performed?							07/13/2018

HOSE VALVES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Stair 1 Floor 1	Hose Valve Outlet	—	Brent Cohee	06/21/2023	Passed
Define Type Of Hose Valve							Class 3 (2.5" and 1.5")
What Is The Size Of The Hose Valve?							2.5"
Hose caps are in place and not damaged.							Yes
Hose threads are not damaged.							Yes
Valve handles are present and not damaged.							Yes
Gaskets are not damaged or showing signs of deterioration.							Yes
No leaks are present.							Yes
Valves are not obstructed or otherwise not capable of normal operation.							Yes

Devices

HOSE VALVES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	—	Stair 1 Floor 2	Hose Valve Outlet	—	Brent Cohee	06/21/2023	Passed
Define Type Of Hose Valve							Class 3 (2.5" and 1.5")
What Is The Size Of The Hose Valve?							2.5"
Hose caps are in place and not damaged.							Yes
Hose threads are not damaged.							Yes
Valve handles are present and not damaged.							Yes
Gaskets are not damaged or showing signs of deterioration.							Yes
No leaks are present.							Yes
Valves are not obstructed or otherwise not capable of normal operation.							Yes
3	—	Stair 2 Floor 1	Hose Valve Outlet	—	Brent Cohee	06/21/2023	Passed
Define Type Of Hose Valve							Class 3 (2.5" and 1.5")
What Is The Size Of The Hose Valve?							2.5"
Hose caps are in place and not damaged.							Yes
Hose threads are not damaged.							Yes
Valve handles are present and not damaged.							Yes
Gaskets are not damaged or showing signs of deterioration.							Yes
No leaks are present.							Yes
Valves are not obstructed or otherwise not capable of normal operation.							Yes
4	—	Stair 2 Floor 2	Hose Valve Outlet	—	Brent Cohee	06/21/2023	Passed
Define Type Of Hose Valve							Class 1 (2.5")
What Is The Size Of The Hose Valve?							2.5"
Hose caps are in place and not damaged.							Yes
Hose threads are not damaged.							Yes
Valve handles are present and not damaged.							Yes
Gaskets are not damaged or showing signs of deterioration.							Yes
No leaks are present.							Yes
Valves are not obstructed or otherwise not capable of normal operation.							Yes
5	—	Stair 3 Floor 1	Hose Valve Outlet	—	Brent Cohee	06/21/2023	Passed
Define Type Of Hose Valve							Class 1 (2.5")
What Is The Size Of The Hose Valve?							2.5"
Hose caps are in place and not damaged.							Yes
Hose threads are not damaged.							Yes
Valve handles are present and not damaged.							Yes
Gaskets are not damaged or showing signs of deterioration.							Yes
No leaks are present.							Yes
Valves are not obstructed or otherwise not capable of normal operation.							Yes

Devices

HOSE VALVES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
6	—	Stair 3 Floor 2	Hose Valve Outlet	—	Brent Cohee	06/21/2023	Passed
Define Type Of Hose Valve							Class 1 (2.5")
What Is The Size Of The Hose Valve?							2.5"
Hose caps are in place and not damaged.							Yes
Hose threads are not damaged.							Yes
Valve handles are present and not damaged.							Yes
Gaskets are not damaged or showing signs of deterioration.							Yes
No leaks are present.							Yes
Valves are not obstructed or otherwise not capable of normal operation.							Yes

WET SYSTEMS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	In sprinkler room	Wet System	—	Brent Cohee	06/21/2023	Passed
Make & Model							Viking mod. F-1
What Size is This Wet Pipe valve?							6"
Hydraulic Name Plate Present							Yes
Record The Coverage Area Defined On The Hydraulic Plate							3rd Floor
Record The GPM On The Hydraulic Plate							200
Inspect Alarm Valve For Exterior Damage							Yes
Drains Leak Tight							Yes
Trim Piping Leak Tight							Yes
Alarm Trim Valves In Normal Position							Yes
Gauges Reading Normal PSI							Yes
Record The Pressure (PSI) Shown On The Water Supply Pressure Gauge.							60
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.							60
Did alarm valves, water flow alarm devices, and retards test satisfactorily?							Yes
Inspector Test Opened & Free Of Obstruction / Discoloration							Yes
Date of Check Valves Internal Inspection							07/13/2018
Date the internal pipe inspection was performed?							07/13/2018
Date of Gauges Replacement							09/01/2020

Devices

MAIN DRAIN TESTS							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Water flow pressure test	Main Drain Test	—	Brent Cohee	06/21/2023	Passed
Test pipe located							At riser
Size of test pipe							2"
Previous Main Drain Test Date							01/13/2023
Previous Main Drain Static Pressure							60
Previous Main Drain Residual Pressure							45
Static supply pressure							50
Residual Pressure							45
Time to return to normal system pressure							3 seconds
Static supply pressure after completion of test							50
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	—	Fdc	Fire Dept. Connection	—	Brent Cohee	06/21/2023	Failed
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
Reason for failure: (Functional Failure) No record of five year hydro							

GAUGES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	City	Gauge	—	Brent Cohee	06/21/2023	Passed
Type of Gauge							Water
Gauge Date							09/01/2020
2	—	Stairwell 1 1st flr	Gauge	—	Brent Cohee	06/21/2023	Failed
Type of Gauge							Water
Gauge Date							01/01/2016
Notes:							
• No three way valve							
Reason for failure: (Functional Failure) Outdated							
3	—	Stairwell 1 2nd flr	Gauge	—	Brent Cohee	06/21/2023	Failed
Type of Gauge							Water
Gauge Date							01/01/2016
Notes:							
• No three way valve							
Reason for failure: (Functional Failure) Outdated							

Devices

GAUGES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
4	—	Stairwell 1 3rd flr	Gauge	—	Brent Cohee	06/21/2023	Failed
Type of Gauge							Water
Gauge Date							01/01/2016
Notes:							
• No three way valve							
Reason for failure: (Functional Failure) Outdated							
5	—	Stairwell 3 1st flr	Gauge	—	Brent Cohee	06/21/2023	Failed
Type of Gauge							Water
Gauge Date							01/01/2016
Notes:							
• No three way valve							
Reason for failure: (Functional Failure) Outdated							
6	—	Stairwell 3 2nd flr	Gauge	—	Brent Cohee	06/21/2023	Failed
Type of Gauge							Water
Gauge Date							01/01/2016
Notes:							
• No three way valve							
Reason for failure: (Functional Failure) Outdated							
7	—	Stairwell 3 3rd flr	Gauge	—	Brent Cohee	06/21/2023	Failed
Type of Gauge							Water
Gauge Date							01/01/2016
Notes:							
• No three way valve							
Reason for failure: (Functional Failure) Outdated							
8	—	System	Gauge	—	Brent Cohee	06/21/2023	Passed
Type of Gauge							Water
Gauge Date							09/01/2020

CONTROL VALVES AGG								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	City side of backflow	—	City Connection Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 6"
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
Control Valve Fully Exercised?								Yes

Devices

CONTROL VALVES AGG								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
2	—	Elevator machine room	—	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BB 1 1/4"
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
Control Valve Fully Exercised?								Yes
3	—	First floor stairwell 1	1M018	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 4"
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
Control Valve Fully Exercised?								Yes
4	—	First floor stairwell 3	—	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 4"
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
Control Valve Fully Exercised?								Yes
5	—	Second floor stairwell 1	1M029	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 4"
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
Control Valve Fully Exercised?								Yes
6	—	Second floor stairwell 3	1M027	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 4"
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
Control Valve Fully Exercised?								Yes

Devices

CONTROL VALVES AGG								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
7	—	System side of backflow	—	City Connection Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 6"
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
Control Valve Fully Exercised?								Yes
8	—	Third floor stairwell 1	1M034	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 4"
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
Control Valve Fully Exercised?								Yes
9	—	Third floor stairwell 3	1M031	Sectional Control Valve	—	Brent Cohee	06/21/2023	Passed
Type and Size								BF 4"
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
Control Valve Fully Exercised?								Yes

WATER FLOW SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	First floor stairwell 1	1M017	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								35
Open test connection/bypass. Did water flow activate the alarm?								Yes
2	—	First floor stairwell 3	1M023	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								.46
Open test connection/bypass. Did water flow activate the alarm?								Yes
3	—	Main riser flow switch	—	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								81
Open test connection/bypass. Did water flow activate the alarm?								Yes
4	—	Second floor stairwell 1	1M028	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								09
Open test connection/bypass. Did water flow activate the alarm?								Yes

Devices

WATER FLOW SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
5	—	Second floor stairwell 3	1M026	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								44
Open test connection/bypass. Did water flow activate the alarm?								Yes
6	—	Third floor stairwell 1	1M033	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								28
Open test connection/bypass. Did water flow activate the alarm?								Yes
7	—	Third floor stairwell 3	1M30	Water Flow Switch	—	Brent Cohee	06/21/2023	Passed
Time Delay (in seconds)								39
Open test connection/bypass. Did water flow activate the alarm?								Yes

TAMPER SWITCHES								
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT	
1	—	City Side of Backflow	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
2	—	Elevator Mech rm	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
3	—	Stair 1 1st fl	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
4	—	Stair 1 2nd fl	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
5	—	Stair 1 3rd fl	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
6	—	Stair 3 1st fl	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
7	—	Stair 3 2nd fl	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
8	—	Stair 3 3rd fl	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	
9	—	System Side of Backflow	Tamper Switch	—	Brent Cohee	06/21/2023	Passed	



SPRINKLER.BACKFLOW_PREVENTERS

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Backflow Double Check Assembly Test	1	1	0	0

BACKFLOW DOUBLE CHECK ASSEMBLY TEST

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Main system backflow	Backflow Double Check Assembly Test	—	Brent Cohee	06/21/2023	Passed
Use of Backflow							Fire
Type of Backflow (DC or DCDA)							DC
Size of Backflow							6
Manufacturer and Model of Backflow							Ames Colt 200
Serial Number of Backflow							HI-0698
Test Gauge Manufacturer and Model							Mid-West 845
Test Gauge Serial #							07151439
Test Gauge Date of Calibration							01/10/2023
Inspector Certificate / License #							35750
What is the Expiration Date of the License?							04/30/2024
Time of Service Interruption							10:30 am
Time of Service Restored							11:00 am
Backflow Assembly Valves Locked or Sealed Open							Yes
Static Pressure at Time of Test?							50
Check Valve #1 Held at What PSID (Minimum 1 PSID)?							2.4
Check Valve #2 Held at What PSID (Minimum 1 PSID)?							3.2
Backflow Service Restored							Yes

Inspector Signature *Brent Cohee* Inspector Name Brent Cohee Date 06/21/2023

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.

DEVICE NOTE IMAGE APPENDICES