

Terms and Conditions

1. Proposals prepared by Maxxam is for the consideration of the client only. Its contents may not be used or disclosed to any other party without prior written consent from Maxxam.
2. Proposals are valid for sixty (60) days from date of issue. The validity period may be extended by mutual agreement in writing. Maxxam reserves the right to revise proposals beyond the stated validity period.
3. Any work performed by Maxxam will be conducted in accordance with generally accepted engineering or scientific practices current in the geographical area at the time the work is being performed.
4. No warranty is either expressed or implied, or intended by any quotes or proposals or by oral or written reports or findings.
5. The work will be limited to those areas identified by the client or outlined in our proposal.
6. Any budget estimates provided are Class D (Order of Magnitude) only and subject to verification unless otherwise agreed.
7. The client is to identify all known hazardous conditions that exist within the building, on the property and in the area of work. The client is to identify any specific training requirements required for access and entry to the building, property and area of work. Any specific training required will be provided at no cost to Maxxam. The client must ensure the adequacy of ladders, scaffolds, equipment, etc.
8. Maxxam makes no other representations whatsoever, including those concerning the legal significance, or to other legal matters in its final report findings. Maxxam accepts no responsibility for consequential financial effects or requirements for follow-up actions and costs.
9. The liability of Maxxam or its staff will be limited to the lesser of the fees paid or actual damages incurred by the client.
10. Maxxam will not be responsible for any consequential or indirect damages. Maxxam will only be liable for damages resulting from negligence of Maxxam. All claims by the client shall be deemed relinquished if not made within one month after last date of the service provided.
11. Information provided by Maxxam is intended for the client use only. Maxxam will not provide results or information to any party other than the client unless the client in writing, requests information to be provided to a third party, or unless disclosure by Maxxam is required by law. Any use by a third party of reports or documents issued by Maxxam, or any reliance or decisions made by a third party based on the findings described in these documents, is the sole responsibility of such third parties. Maxxam accepts no responsibility for damages suffered by any third party as a result of such decisions or actions made.
12. Invoices will be issued upon completion of site work or issuing of reports. GST is additional. Amounts not received within thirty (30) days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

Acceptance authorises:

1. The released of any requested information necessary to assist Maxxam. Maxxam will maintain the confidentiality of all such information, unless the release by Maxxam of information to others is necessary to perform the work.

2. Entry and access to all areas of the property and buildings on the property by Maxxam staff or representatives as required to perform the proposed services. The client shall identify limitations, conditions or restrictions regarding entry and access.

It is understood that the client will be liable for all additional cost incurred by Maxxam in the performance of any proposed work due to deficiencies or improper installation, and caused by changes to the project scope, delays, postponements or cancellations or other unseen or unknown conditions that are beyond the control of Maxxam.