

Terms & Conditions

GPR & CORE DRILLING

- Pocono Imaging Services, LLC (PIS) requires clear and uninterrupted access to the work area and expects all work available in one mobilization unless otherwise specified.
- Means of access to the locations of GPR and Core drilling to be supplied by Client.
- All prices are based on working conditions above freezing.
- Prices do not include traffic control and or flagging.
- If after hours or weekends or Holiday work is required an additional 20% will be added.
- Standby time beyond our control charged at 120.00/hour
- If it is necessary to "catch" cores, the contractor must provide a means to do so.
- G.C. must provide layout of all areas to be scanned or cored.
- Pocono Imaging and Coring is not responsible for safety barriers, safety protection or hole/opening covering, unless otherwise noted.
- Clear and uninterrupted access means no obstructions (equipment, vehicles, supplies, furniture, shrubbery, etc.) in the target areas to be scanned and or cored. Surface must be free of obstructions to allow the antenna to roll freely. Proposal is based on scanning the immediate area described, additional scanning may affect price. PIS may assess an hourly fee for down time occurring at no fault of its own.
- Any generated reports will be based on PIS's interpretation of the data collected and are provided solely for illustration and instructional purposes. Reports are provided only if itemized as a deliverable in this proposal.
- Due to the size and shape of the antenna, GPR scanning is limited in the area immediately adjacent to a wall. Please discuss job conditions with PIS representative.
- GPR scanning cannot be performed in areas with standing water.
- GPR scanning of concrete cannot be performed within 90 days of pour.
- Although PIS uses only state-of-the-art GPR scanning equipment and techniques, and provides ongoing GPR training for its operators, locates are only as accurate as the information imaged by the radar, i.e., GPR scanning does not see everything all the time. Every effort is made to minimize missed targets by collecting and assessing all available information relative to the job site, including layout and configuration of the area to be scanned, existing drawings, historical knowledge of personnel, and prior experience with similar sites.
- Data Collection Equipment is a commercial broadband pulsed radar system Conquest Systems and Software.
- Acceptance of this quotation by customer shall be acceptance of all terms and conditions recited herein and additionally found on website which shall supersede any conflicting terms in any other contract.

Disclaimer: PIS MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE, QUANTITY OR QUALITY OF THE SERVICES TO BE PERFORMED HEREUNDER. EXCEPT TO THE EXTENT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PIS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES AS A RESULT OF ITS PERFORMANCE OR FAILURE TO PERFORM THE SERVICES. THE STRUCTURAL SURVEY REPORT IS BASED UPON PIS'S INTERPRETATION OF THE DATA COLLECTED AND IS PROVIDED SOLELY FOR ILLUSTRATION AND INFORMATIONAL PURPOSES. PIS IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, ARISING OUT OF THE USE OF, OR RELIANCE ON THE DATA COLLECTED OR THE REPORT GENERATED.

Terms: The Contract Price, plus any additional charges or per hour charges shall be paid upon receiving invoice. If the services to be provided hereunder (the "Services") should take longer than originally estimated by PIS because of extended coverage, or as a result of the area being surveyed by PIS not being properly prepared for the survey, etc., such additional time shall be paid to PIS at an hourly rate provided at the time of service.

- Warranties and Limitations of Remedies.** Without limitation of the Disclaimer on the first page hereof, (a) the parties agree that PIS did not manufacture any equipment used by PIS in the performance of the Services and, as such, PIS SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, ANY DAMAGES ARISING OUT OF ANY DEFECT OF SUCH EQUIPMENT; (b) PIS WARRANTS ONLY THAT IT SHALL USE THE EQUIPMENT IN THE PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH INSTRUCTIONS PROVIDED FROM THE MANUFACTURER THEREOF AND FURTHER DOES NOT WARRANT OR GUARANTEE THE RESULTS OF SUCH USE OR THAT SUCH EQUIPMENT IS FUNCTIONING PROPERLY; (c) The foregoing warranty is subject to all other conditions contained herein; (d) THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. PIS AND ITS AGENTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; and (e) CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY MADE BY PIS IN CONNECTION WITH THE PROVISIONS BY PIS OF ANY SERVICES HEREUNDER IS THE RIGHT TO RECOVER AN AMOUNT NOT TO EXCEED THE AMOUNT PAID TO PIS FOR THE SERVICES.
- Contract Claims Only.** CUSTOMERS CLAIMS WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER SHALL BE LIMITED TO THE CONTRACTUAL WARRANTIES AND REMEDIES PROVIDED IN THIS AGREEMENT AND MAY BE BROUGHT ONLY IN AN ACTION FOR BREACH OF CONTRACT. CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST PIS BASED ON ANY THEORY OF TORT, INCLUDING BUT NOT LIMITED TO STRICT LIABILITY OR NEGLIGENCE THEORIES, EXCEPT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILL MISCONDUCT OF PIS.
- Liability of PIS.** The total liability of PIS under this Agreement for breach of warranty, or for any other breach of the Agreement or for any claim related to services furnished by PIS under this Agreement shall in no event exceed the amount paid to PIS by Customer hereunder. IN NO EVENT SHALL PIS OR ITS AGENTS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR FOR THE LOSS OF PROFITS OR REVENUE, OR FOR LOSS OF USE, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING IN ANY MANNER FROM SERVICES FURNISHED UNDER THIS AGREEMENT OR FROM PIS'S BREACH OF ANY WARRANTY OR ANY OTHER OBLIGATION OF PIS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF DAMAGES AND DISCLAIMER OF SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL APPLY TO ALL CAUSES OF ACTION WHATSOEVER ASSERTED AGAINST PIS PERTAINING TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR OF PIS'S OTHER OBLIGATIONS UNDER THIS AGREEMENT.
- Modification and Waiver/Acceptance and Integration.** This document is intended by the parties as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement. Without limiting the foregoing, no additional or conflicting provisions in Customer's documents shall be deemed a part hereof and PIS specifically objects to and rejects any such provisions. No affirmation, representation or warranty, however made, which is not specifically included with the agreement is a part hereof. No course of prior dealings between the parties, no usage of the trade, no representation by PIS's agent or in PIS's advertisements shall be relevant to supplement or explain any term used in the Agreement. Acceptance of or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Customer shall accept the Agreement, including the terms and conditions in this document if: i) Customer has signed this document or any proposal to which these terms and conditions are made applicable, ii) Customer has in any manner authorized performance of the services, iii) PIS shall perform the Services without objection by Customer, or iv) Customer has paid the purchase price or any portion thereof. The agreement can be modified or rescinded only by a writing signed by Customer and PIS. No claim or right arising out of a breach of the agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Waiver by PIS of any breach or breaches hereunder by Customer shall not be deemed a continuing waiver of such breach nor as a waiver of or permission for any subsequent breach. Without limitation of the foregoing, the terms of this Agreement shall govern over any conflicting terms contained in any other writing related to the Services, including, but not limited to, any invoice PIS or any purchase order of Customer.
- Severability.** The invalidity or unenforceability of any provisions of the Agreement shall not affect any other provisions, and the Agreement shall be construed as if such invalid or unenforceable provisions were omitted.
- Assignment and Successor.** The Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, personal representatives, successors and permitted assigns. Customer may not assign any of its rights or obligations under the Agreement without the prior written consent of PIS.
- Governing Law; venue.** This agreement shall be construed in all respects under the laws of the state of Colorado without regard to the dictates of conflicts of laws thereof and the parties agree to submit to exclusive jurisdictions and venue in the United States Federal District Court for the District of Denver, or the District Magistrate.
- You Do Not Pay Guarantee.** Pocono Imaging Services, LLC will guarantee all our work. If after scanning the requested area, we cannot provide you with a scan of the desired target(s) we will only bill for the mobilization and living expenses if applicable.
- Payment.** Due in full 30 Days from invoice date. (No Retainage Allowed) Any balance not paid within 30 days shall bear interest at the rate of 18% per annum. The customer is responsible for all cost of collection, including attorney fees, court costs and collection agency fees.