

APPENDIX

D STANDARD LIMITATIONS



STANDARD LIMITATIONS

ENVIRONMENTAL INVESTIGATIONS and CHARACTERIZATION PROGRAMS

These Standard Limitations form part of the Report to which they are appended and any use of the Report is subject to them.

1. EXCLUSIVE USE BY CLIENT

This Report was prepared for the exclusive use of the client identified as the intended recipient. Any use of the Report by any other party without the written consent of WSP Canada Group Limited is the sole responsibility of such party. WSP Canada Group Limited accepts no responsibility for damages that may be suffered by any third party as a result of decisions made or actions taken based on the Report.

2. SCOPE, TERMS AND CONDITIONS OF CONTRACT

The observations and investigations (hereinafter referred to as the "Work") upon which this Report is based were carried out in accordance with the scope, terms and conditions of the contract or the proposal pursuant to which the Work was commissioned. The conclusions presented in the Report are based solely upon the scope of services described in the contract or the proposal and governed by the time and budgetary constraints imposed by them.

3. STANDARD OF CARE

The principles, procedures and standards relevant to the nature of the services performed are not universally the same. The Work has been carried out in accordance with generally accepted environmental study and/or professional practices, industry standards and environmental regulations, where applicable. No other warranties are either expressed or implied with respect to the professional services provided under the terms of the contract or the proposal and represented in this Report.

4. SCOPE OF THE WORK

This Report may be based in part on information obtained at discrete sampling and/or monitoring locations. The conditions reported herein were those encountered at the subject property at the time the Work was performed and as present at the discrete sampling/monitoring locations, if any. Conditions between sampling/monitoring

locations may be different than those encountered at the sampling/monitoring locations and WSP Canada Group Limited is not responsible for such differences.

5. REASONABLE CONCLUSIONS

The conclusions contained in this Report are based on the Work and may also consider a review of information from other sources as identified in the Report. The accuracy of information from other sources was not verified unless specifically noted in the Report, nor was it determined if the reviewed information constituted all information that exists and pertains to the subject property.

The conclusions made are based on reasonable and professional interpretation of the information considered. If additional information concerning conditions of relevance to this Report is obtained during future work at the subject property, WSP Canada Group Limited should be notified in order that we may determine if modifications to the conclusions presented in this Report are necessary.

6. REPORT AS A COMPLETE DOCUMENT

This Report must be read as a whole and sections taken out of context may be misleading. If discrepancies occur between the preliminary (draft) and final versions of the Report, the final version of the report shall take precedence.

7. LIMITS OF LIABILITY

WSP Canada Group Limited's liability with respect to the Work is limited to re-performing, without cost, any part of the Work that is unacceptable solely as a result of failure to comply with industry standards. WSP Canada Group Limited's maximum liability is limited in accordance with terms in the original contract, provided that notice of claim is made within regulated timelines as of the date of delivery of the Report.