

- The inspection is not aimed at discovering, nor to allow for the discovery of latent defects affecting **THE IMMOVABLE**, but is aimed at discovering apparent defects and signs revealing problems, that could substantially affect the integrity and the usefulness of **THE IMMOVABLE**, as well as meeting the requirement of a prudent and diligent examination of **THE IMMOVABLE** that is imposed on a given buyer by article 1726 of the Civil Code of Quebec, all in order to protect **THE CUSTOMER's** right to allow claims for latent defects against the seller.
- The costs of eventual repairs referred to in the unit cost table included in the inspection report, if applicable, are to be understood as being approximate only and may vary from region to region. Moreover, such costs do not constitute any firm tender and consequently must be checked by a licensed contractor.

6. COMPLIANCE WITH CAHPI STANDARDS OF PRACTICE

The inspection shall be performed in accordance with the Standards of Practice of the Canadian Association of Home and Property Inspectors (CAHPI), which forms an integral part of the present agreement.

THE CUSTOMER hereby confirms, that he has read and fully understood, prior to the inspection, the complete document "Standards of Practice for Building Inspections" and that he has been given the necessary time to review, discuss and make comments, if any, with **THE INSPECTOR** to fully understand these Standards

The professional services provided herein shall be performed in accordance with the State-of-the-Art by **THE INSPECTOR**.

In addition, **THE INSPECTOR** pledges to act in a prudent and diligent manner in the best interests of **THE CUSTOMER**. In this regard, **THE INSPECTOR** confirms also that he does not have any financial interest in **THE IMMOVABLE** covered by the present inspection.

7. CUSTOMER'S OBLIGATIONS

7.1 Duty to Disclose

THE CUSTOMER pledges to provide all documents and information that are required for the performance of **THE INSPECTOR's** services, namely the Promise to Purchase and its Annexes if these contain information related to the condition of **THE IMMOVABLE**, the Owners/Seller's declaration and warranty documents. **THE CUSTOMER** pledges also to disclose to **THE INSPECTOR** any known defects of which he is aware, whether apparent or not, and any problem that may affect the integrity and use of **THE IMMOVABLE**.

7.2 Fees and Additional Services

In consideration of the professional services provided in the present agreement, **THE CUSTOMER** shall pay to **THE INSPECTOR** the fees indicated at paragraph 16 of the present agreement, plus applicable taxes.

THE CUSTOMER shall pay the fees to **THE INSPECTOR** on the day the inspection is performed as per paragraph 5.1.

It is understood that additional services not provided for in the present agreement, such as additional visits of the premises, preparation of an additional inspection report, providing a printed copy of the report or, by request of **THE CUSTOMER**, the appearance of **THE INSPECTOR** as a witness before a court of law, shall be subject to an additional agreement between the parties, specially with respect to additional fees that **THE CUSTOMER** will have to pay, according to the rates indicated at paragraph 16 of the present agreement.

8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE INSPECTOR hereby disclaims any and all risks related to a real estate transaction. An inspection performed in accordance to the state-of-the-art shall not constitute any warranty or insurance representation for representation against repairs, improvements, or work whether it be past, present or and future work to be performed on **THE IMMOVABLE**.

9. OWNERSHIP AND TRANSMISSION OF THE INSPECTION REPORT

The inspection, including the production of the written report, shall be performed solely for and on behalf of **THE CUSTOMER** in relation to a potential real estate transaction. Consequently, **THE INSPECTOR** will not deliver a copy of the inspection report to a third party without **THE CUSTOMER's** prior written consent or pursuant to a court order.

However, **THE INSPECTOR** hereby acknowledges also, that even if the inspection report that he provides to **THE CUSTOMER** under the present agreement is intended to become the sole property of **THE CUSTOMER**. **THE CUSTOMER** has the right to transmit said report to any person of his choice.

10. OBSERVANCE OF THE LAW

THE INSPECTOR shall comply with all laws, regulations or orders applicable to the kind of services that he provides. This agreement shall be governed by the applicable laws in the Province of Quebec.

11. FORCE MAJEURE

No party shall be considered in default in the performance of the obligations herewith where such performance is delayed, prevented or hindered as a result of, that is, any event that is beyond the parties' control, that the parties could not foresee or prevent and that rendered the performance of the obligation herewith absolutely impossible.

12. INTERPRETATION

Where applicable, the use of a word in masculine form shall apply also to the feminine form and vice versa and any word in singular form shall apply also to the plural form and vice versa.

13. CONTINUATION OR CANCELLATION

In such case that the present agreement contains any prohibited provision, all other provisions shall remain in full force and shall be binding to the parties unless the provision that derogates from applicable law is essential to the proper utilization of the agreement or to the balance of respective prestations to the parties thereof, and unless such interpretation compatible with applicable laws cannot correct this deficiency, in which case the agreement shall be declared null and void ab initio.

14. COMMON ASSENT FOR MEDIATION AND DENUNCIATION OF A CONFLICT RELATIVE TO THE AGREEMENT

THE CUSTOMER commits himself to give a written notice without delay to the inspector about any conflict or disagreement concerning the present agreement. Both parties agree to submit any disagreement to mediation in order to resolve the conflict amicably. For this purpose, they will choose a mediator whose fees will be paid equally between the parties. They also commit themselves to take an active part in this mediation.

If mediation fails or one of the parties refuses to take part in the process of mediation, either one or the other of the parties will be able to request that the disagreement be submitted to arbitration or to a civil court in order to obtain a decision or a judgement concerning the disagreement. The parties are committed to respect and accept the provisions as provided in the Code of Civil Procedure of Quebec.

The parties recognize that mediation cannot be requested if the disagreement is related to THE INSPECTOR's fees collection proceedings according to clause 16 of the present service agreement.

Empty box for Customer's Initials

Customer's Initials

THE CUSTOMER hereby declares that he agrees to accept this clause.

15. ADDITIONS OR MODIFICATIONS TO THIS AGREEMENT

Any modifications to this contract must appear on the Appendix M.

NO [] YES [] AM- [][][][][][][][][][]

16. FEES

For the professional services rendered, THE CUSTOMER shall pay THE INSPECTOR the following fees upon completion of the inspection:

FEE: _____ GST: _____ QST: _____ TOTAL: _____
TPS/GST#: 820208429 — TVQ/QST#: 1215088096

Payment received on: _____ By: _____

In the event that any additional service would be required, THE CUSTOMER shall pay THE INSPECTOR additional fees at an hourly rate of \$75, plus applicable taxes and for a minimum of two(2) hours of work.

17. SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT _____,
THIS _____ DAY OF _____, 2010.

INSPECTOR

CUSTOMER 1 (or his authorized representative)

CUSTOMER 2 (if applicable)

MD INSPECT PLUS INC.

Phone: 514-318-8067
www.MDInspectPlus.com

- Other Services Provided:
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