CONDOMINIUM INSPECTION AGREEMENT

Website reference copy

1. Inspection and Standards of Practice

TRU Inspections shall inspect the condominium unit ("Unit") and provide the Client with a written inspection report in accordance with this Agreement and the CAHPI National Standards of Practice currently recognized by the Ontario Association of Home Inspectors (OAHI), as applicable to a condominium-unit inspection. The inspection is limited to visible and readily and safely accessible systems and components and reflects their apparent condition at the time of inspection.

2. Inspection Fee and Report

Client shall pay the agreed inspection fee upon completion of the inspection. The Report will be released after receipt of full payment. A $25.00 charge applies to any dishonored cheque.

3. Inspection Scope

Subject to visibility and accessibility, the inspection is primarily limited to the interior of the Unit and visible components serving the Unit, including, as applicable: interior finishes; doors and windows; visible structural components; plumbing; electrical; heating, air-conditioning and ventilation equipment; and built-in appliances.

Accessible balconies, terraces or other exclusive-use areas associated with the Unit may also be visually inspected. Inspection of such areas does not determine ownership or maintenance responsibility.

4. Reporting Scope

The Inspector will report observable conditions that, in the Inspector's professional judgment, materially affect the function, performance, safety, or serviceability of an inspected system or component, or warrant repair, replacement, monitoring, or further evaluation.

The inspection is not intended to identify every minor deficiency, maintenance item or cosmetic imperfection. No monetary or repair-cost threshold determines whether a condition is reportable; significance is determined by the Inspector's professional judgment.

5. Condominium and Common-Element Limitations

Unless specifically included in writing, the inspection does not include common elements or building-wide systems, including roofs, exterior wall assemblies, foundations, parking garages, common areas, elevators, recreational facilities, central mechanical equipment, main electrical equipment, fire-protection systems, or common plumbing and ventilation systems.

Where a common system serves the Unit, the inspection is limited to visible and accessible components located within or directly serving the Unit. For example, an in-suite fan coil or heat pump may be inspected, but the building's central plant and distribution systems are excluded.

The inspection does not determine whether responsibility for a defect, repair or maintenance rests with the Unit owner, condominium corporation, another owner, or another party.

6. Documents, Concealed Conditions and Other Exclusions

The inspection does not include review or interpretation of the condominium declaration, by-laws, status certificate, reserve fund study, financial records, engineering reports, board minutes or other condominium corporation records, nor does it

determine Unit boundaries, ownership of components, reserve-fund adequacy, special-assessment risk or other legal or financial matters.

Conditions concealed within walls, ceilings, floors, shafts or other inaccessible areas, including conditions originating from neighboring units or common elements, cannot be determined unless visible evidence is present within the Unit.

The inspection also excludes latent or concealed defects; non-built-in appliances; comprehensive code-compliance review; determination of system adequacy, efficiency or remaining life; pests; hazardous or environmental substances or conditions; water or air quality; product recalls; and cosmetic conditions. The inspection is not an engineering, architectural, environmental or specialist assessment.

7. Access and Operational Limitations

Inspectors are not required to move furniture, stored items or personal property; enter unsafe, locked or inaccessible areas; perform invasive or destructive testing; or dismantle equipment. Systems that are shut down, disconnected or not in normal operating condition will not be activated. The absence of visible evidence of leakage at the time of inspection does not guarantee that leakage has not occurred or will not occur under different conditions.

8. Limitations of Liability

The inspection and Report are limited by the terms of this Agreement and by the visual, non-invasive nature of the service. TRU Inspections assumes no liability for concealed, latent, intermittent, inaccessible, or subsequently developing conditions that were not reasonably observable at the time of inspection. To the fullest extent permitted by applicable law, the Client agrees that the liability of TRU Inspections, its inspectors, employees, and representatives for any claim arising from the inspection, the Report, or this Agreement shall be limited to liquidated damages in an amount equal to the inspection fee paid by the Client. The Client waives claims for consequential, special, incidental, indirect, or exemplary damages, including loss of use or diminution in value. This limitation reflects the agreed allocation of risk and the scope and fee for a limited visual inspection. A Client requiring a more exhaustive assessment, engineering investigation, specialist testing, or greater allocation of risk should arrange such services separately.

9. NO WARRANTY

THE INSPECTION AND REPORT ARE NOT A GUARANTEE, WARRANTY, OR INSURANCE POLICY. TRU Inspections makes no express or implied warranty regarding the future adequacy, performance, or condition of any system, component, or item.

10. Claims Resolution

Client shall provide TRU Inspections written notice of any alleged unreported defect, error, damage, or other claim within ten (10) business days after discovery and provide reasonable access to investigate the condition before alteration, repair or replacement, except where immediate action is necessary to prevent injury or further property damage. No legal proceeding relating to the inspection, Report, or this Agreement may be commenced more than one (1) year after the inspection date, subject to applicable law.

11. Report Use and Third-Party Reliance

The Report is prepared solely for the Client's use and benefit and may not be relied upon by third parties. Distribution of the Report does not create any duty or right of reliance. Client agrees to indemnify and hold TRU Inspections harmless from claims arising from unauthorized third-party reliance, to the extent permitted by law.

12. General Terms

This Agreement is governed by the laws of Ontario. Any proceeding shall be brought in Ontario and, where legally permissible, in the City of Vaughan. This Agreement constitutes the entire agreement between the parties; amendments must be in writing. If any provision is invalid or unenforceable, the remaining provisions remain in effect. The parties agree that this Agreement and related inspection documents are prepared in English.

Outstanding fees accrue interest at ten percent (10%) per year, together with reasonable collection costs. Any re-inspection

is subject to this Agreement unless otherwise agreed in writing. Client may not assign this Agreement or the right to rely upon the Report without TRU Inspections' written consent.

13. Acknowledgement

Client acknowledges having had the opportunity to read this Agreement and review a sample TRU Inspections report before the inspection.

TRU Inspections
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