

Annex A - Regulatory Requirements and Scope

1. Requirements of Regulation

1.1 New Brunswick does not have any regulation that are specific to rack or repair to racks.

1.2 In Canada CSA A344 is the widely accepted standard for the use of racking. This standard makes several statements regarding what is required when a rack is repaired. The following clauses should be referenced.

8.3 Corrective action — repair and replacement

8.3.3 Repetitive damage, particularly to the lower sections of frame columns, suggests a need for post guards, or possibly changes to the pallet rack layout or operating practices

8.3.5 Repairs to racks should be designed, inspected and certified by an engineer. It is not acceptable to certify a repair kit or individual components alone, as its structural integration into a damaged frame must be fully accounted for. Certification documentation should be traceable to a marking on the repaired component or its specific location within a facility.

1.3 It is the general policy of RNW that all rack repairs need to be certified, as a manner of good practice to do otherwise results in the owner taking on unnecessary liability, especially seems a fatality has occurred in the past, and a coroner's inquiry into the death made recommendation including the need for certification of repairs on an individual basis, by a professional engineer.

2. Scope and Terms

2.1. This report does not evaluate the design of the rack or its capacity. The scope of this report is limited to the restoration of the members that were damaged. It is assumed that the existing structure is in compliance with regulations and is structurally adequate.

2.2. The accuracy of this report relies on the field repair technician accurately photographing the condition of the damaged member and the final condition with the repair device installed. The technician provided a series of digital images that have been reviewed by the professional engineer.

2.3. RNW Rack NetWork does not assume any product liability that would otherwise be that of the rack manufacturer or suppliers that performed the repair.

2.4. The conditions stated above in paragraph 2.1 and 2.2 result in services provided being subject to special terms that hold Rack Net-Works harmless. The terms below are supplemental to the standard Terms of Engagement that have been previously supplied to the company that provided the repairs.

"The client must agree to indemnify and hold RNW harmless from and against any and all claims, actions, suits, losses, damages, and liabilities, including attorney fees and costs of defense, arising from any contention or allegation, whether well founded or otherwise, resulting from this report, or the failure to advise the client of information not reported."