

Annex A - Regulatory Requirements and Scope

Requirements of Regulation 851 - Ontario

1.1 Subsection (2) of Section 7 of Regulation 851 states when a Pre-Start Health and Safety Review is triggered. A Pre-Start Health and Safety Review is triggered

(b) because an existing apparatus, structure, protective element or process is to be modified and one of the following steps must be taken to obtain compliance with the applicable provision:

1. New or modified engineering controls are used.
2. Other new or modified measures are used.
3. A combination of new, existing or modified engineering controls and other new or modified measures is used.

1.2 in this case, the rack members been repaired, which is a structural modification as specified in (b) above. This report satisfies the requirements of Section 7 because it is written and sealed by a Professional Engineer registered in the province of Ontario as required by Subsection (11) of Section 7 which states:

(11) A pre-start health and safety review required under item 1,2,3,4,5,6 or 7 of the Table shall be conducted 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."