

TERMS AND CONDITIONS OF ENGINEERED SYSTEMS PROPOSALS

1. All “in-house” engineering services, if required and purchased, are provided to customers of National Trench Safety, Inc., (“NTS”) by NTS Engineering & Manufacturing, Inc. (“NTS E&M”) and will be separately invoiced by NTS E&M at the time the plans are completed and received by the customer.
2. NTS E&M services are limited to what is required for safe use and application of the equipment being proposed and to conformance with OSHA Subpart P-Excavations. Additional engineering work, if any, shall be fully described and agreed to by NTS and the customer.
3. Engineering agreements are strictly between the named customer and NTS E&M and cannot be extended or applied to any third-party entities or subject to third-party beneficiaries. The customer will hold harmless, defend, and indemnify NTS and NTS E&M from any third-party claims.
4. NTS and NTS E&M do not provide engineering services in MA, MI, NC, or NY. Engineering for NTS customers in MA, MI, NC, and NY will be provided by McAlister Engineering, PE, a third-party independent contractor, who will contract directly with and directly invoice NTS customers.
5. NTS excludes all dewatering including dewatering plan engineering, dewatering system planning, installation, maintenance, and disposal of dewatering systems. NTS engineered plans will show required dewatering levels. Customer is responsible for all site conditions and confirms that they are aware of dewatering levels and that they will achieve and maintain those levels during the time the shoring plan is in use. NTS AND NTS E&M EXPRESSLY DISCLAIM ANY WARRANTY OR LIABILITY FOR DEWATERING.
6. Upon request, NTS may provide a Shoring Advisor on-site during engineered system installation and removal. The Shoring Advisor shall not be responsible for directing customer’s employees nor for directing the assembly, disassembly, installation, or removal of NTS equipment, and NTS’s customer shall defend and indemnify NTS and NTS E&M for any claims arising from the assembly, disassembly, installation, or removal of equipment.
7. Quote is for one excavation only.
8. The minimum period of rental is one week.
9. NTS and NTS E&M are not responsible for nor liable for damage that may occur to existing buildings, structures, roadways, or utilities caused by movement or settlement due to the installation, removal, or deflection of shoring systems.
10. All goods and services will be supplied under NTS’s terms and conditions available in hard copy upon request or online at <https://www.ntsafety.com/download-center/terms>.

NO RENTAL APPLIES TO PURCHASE UNLESS SPECIFIED IN WRITING.