

## Catfish Mini Dredgers a Division of Roll-a-Pipe Pty Ltd ABN 94 139 335

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## **Disclaimer and Limitations**

This document outlines some of the main items to carry out dredging using Catfish Mini CSD (cutter suction dredger) on lined pond:

- 1. RAP personnel will follow any existing site procedures relevant to, but not limited to, health and safety, environment, and process in setting up work area for the dredging equipment. Any limitations in work area setup due to these procedures will be subject to discussion between RAP and the end client.
- 2. RAP and the end client will endeavour to avoid damage to pond liner and will install protective wheels on the auger head to keep auger cutting head off liner. However, it is possible that there could be creases and undulation of the liner which may lie within the cutting area during dredging resulting in damage to liner material. RAP will not accept responsibility if such damage occurs.
- 3. RAP and the end client will work together to ensure the anchor and traverse wire rope are positioned in such way that contact with plastic liner is non-existent. This can be done by placing rubber conveyor mats in areas where wire rope is in close proximity to the liner (e.g. top of batter of the pond) or other alternatives that may come up during project discussion on site.
- 4. RAP cannot be held responsible for damage, loss, injury, death, delay, cost, expense, or inconvenience arising from the commissioning or use of the dredger or associated dredging equipment at work site. More specifically RAP or its employees shall not be held liable for any loss or damage caused by the dredging equipment, whether to end client or the end client's property or any other person, firm or corporation.

The end client hereby indemnifies RAP and all employees, contractors, directors and affiliated parties from liability of any and all losses, damage, injuries, claims, demands and expenses of whatsoever kind of nature arising out of the use of the dredging equipment at their site.

If all of the items in this document are agreed please sign off prior to the commissioning and training work being undertaken on site.

Name:	Name:
Signature:	Signature:
Signed for and on behalf of End Client Management	Signed for and on behalf of RAP Management
Date:	Date: