

# TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the equipment described, without operator, by the undersigned (herein after referred to as the "Customer") from the company (named above as the "Company") upon the terms and conditions, and for the price herein specified. It is agreed as follows:

1. **RENTAL AND TERM.** Begins on the date specified as "Delivery/Customer Pick-up" and terminates on the date specified as the "Pick-up/Customer Return" unless amended in writing on the above contract. Rental charges commence on Delivery/Customer Pick-up of equipment to/by Customer and ends upon Pick-up/Customer Return of equipment to the company's premises. WITHOUT COMPANY'S WRITTEN CONSENT, CUSTOMER AGREES TO PAY ON DELIVERY/CUSTOMER PICK-UP OF EQUIPMENT FROM THE COMPANY.
2. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY CUSTOMER.** Customer acknowledges that the purpose and intent of the deposit paid by Customer hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms, covenants and agreements to be performed by Customer hereunder. Customer agrees to pay a late charge of an extra days rental for each day later than the Pick-up/Customer Return date specified on the above, unless otherwise noted in writing on the above.
3. **DAMAGE PROTECTION.** If the customer has accepted the Damage Protection by NOT initialing the appropriate portion of this agreement, then the customer shall not be charged for the first \$100.00 of damages and 50% of any additional damages from any cause other than those damages set forth in the below paragraphs A, B, C, D, E, F, G, H, I for which the Customer shall be fully responsible and liable with respect to each individual item or equipment:
  - A. Loss or damage resulting from overloading or exceeding the rated capacity of equipment.
  - B. Loss or damage to motors or other electrical appliances or devices caused by artificial electrical current.
  - C. Damage to tires and tubes caused by blowout, bruises, cuts, road hazards or other causes inherent in the use of equipment.
  - D. Loss or damage resulting from lack of lubrication or other normal services of equipment.
  - E. Loss or damage due to theft, mysterious disappearance or shortage disclosed in inventory.
  - F. Loss or damage that occurs due to improper handling by transportation / courier or related companies.
  - G. Loss or damage caused by infidelity of Customer, his employees or persons to whom the equipment is entrusted.
  - H. Use of the equipment in violation of any of the terms of this agreement.
  - I. Customer further agrees that Company shall be responsible to gather the information for any recovery rights that Customer may have for damage to the equipment rented hereunder, in the form of insurance protection for such damage.

If Customer has insurance covering such loss or damage, Customer shall exercise all rights available to him/her under said insurance, take all action necessary to process said claim, and Customer further agrees to assign said claim and pay any and all proceeds from such insurance to Company. Upon request to Company, Customer shall furnish name of his/her insurance agent, insurance company and complete information concerning insurance coverage carried. Company's waiver of claims against Customer as herein set for this contingent upon Customer's prompt making of and submission to company of copy of police report.

4. **CUSTOMER'S LIABILITY FOR LOSS / MISUSE OF EQUIPMENT.** Customer shall not abuse, harm or misuse the equipment. Customer shall not permit any repairs to be made or lien to be placed upon the equipment without Company's consent. In the event of any accident or incident causing bodily injury or property damage as a result of the use of, or the renting of, the company's equipment, the customer agrees to accept full responsibility and shall indemnify and save harmless the company arising from any actions, claims, suits or judgements which may arise against the company. The customer further agrees to pay all legal costs incurred by the company in defending any such action, claim, suit or demand. The customer agrees to provide a full written report on any incident or accident including the names and addresses of witnesses. In case of the loss or destruction of any part of the equipment, or of loss of possession thereof, or inability to return the same to company, on the expiration and due date, for any reason whatsoever, Customer shall pay Company the actual replacement cost thereof, and addition thereto Company's loss of use of said equipment.
5. **DISCLAIMER OF WARRANTIES.** DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer's sole remedy for any failure of or defect in the equipment shall be the termination of the time of failure, provided the equipment is returned to Company within 24 hours after such failure. Company shall not be responsible for any loss, damage or injury to customer's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment.
6. **DELIVERY.** In the event the Company agrees to accept delivery of the equipment at a place other than the place of business or residence of the Customer it is agreed that the Customer shall remain liable for any loss of or damage to the equipment until the company actually takes physical possession of the equipment.
7. **THEFT WARNING.** Failure to return equipment on the customer return due date will be considered a theft, resulting in a criminal prosecution.
8. **TITLE.** Title to the equipment is and shall remain in Company. If the equipment is levied upon for any reason whatsoever, Company may retake the equipment without notice or legal process, and may take all action reasonable necessary to do so.
9. **USE OF EQUIPMENT.** Without Company's written consent, Customer shall not remove the equipment from the province in which it is rented. No refunds will be returned on unused equipment.
10. **TAXES.** Customer agrees to pay any and all taxes, license or permit fees arising out of the hiring and use of the equipment. Customer agrees to pay said taxes whether said taxes appear as part of the fact of this contract of whether said taxes are later claimed by any government authority or taxes arising out of this transaction, customer agrees to pay to company said taxes upon demand.
11. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Customer accepts and hires the equipment on an "as is" basis. Customer acknowledges receipt of all of the equipment in good working condition and repair and declares that the Customer fully understands its proper operation and use. Customer acknowledges and declares that Customer has examined the equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials used to connect the equipment to renters towing motor vehicle, it any, and Customer declares that he has received all of such equipment in a secure and operative condition. CUSTOMER IS RESPONSIBLE FOR LOADING THE GOODS. If the company's employees assist in loading or unloading the goods, the Customer agrees to assume the risk of, and hold the Company harmless for any property damage to personal injuries, including damage or injuries attributable to the negligence of the Company or his employees.
12. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Customer will immediately discontinue use of the personal property should it anytime, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Customer will immediately notify Company that the equipment is unsafe or in disrepair and until such time as the Company has regained possession the Customer agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rental equipment or product.
13. **INDEMNIFICATION OF DEALER BY CUSTOMER.** Customer expressly indemnities and holds Company harmless of, from and against any all claims, lost, cost, damages, attorney's fees and/or liability in connection with the hiring and use of the equipment regardless of whether a lawsuit is filed in the event a suit is instituted by Company to recover possession of said equipment, or to enforce any of the terms, conditions or provisions hereof. Customer agrees to pay all costs and reasonable attorney's fees of Company incurred in connection therewith.
14. **CONSTRUCTION.** The paragraph headings used herein are for convenience only and not to be used in construing the meaning or intent of any of the terms or provisions of this Rental Contract.

## TERMS AND CONDITIONS OF SALE (APPLIES ONLY TO ITEMS SOLD, NOT RENTED)

In consideration of the purchase of the equipment described, by the undersigned (hereinafter referred to as the "Buyer") from the company named on the above contract (hereinafter referred to as the "Company"), upon the terms and conditions, and for the price herein specified, it is agreed as follows:

### USED PRODUCTS

The Buyer hereby acknowledge that the product(s) described on the above contract hereof which is the subject of this sale is a "used Product" and is being sold on an "as is" and "with all faults" basis.

The Company as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the COMPANY does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the COMPANY has so provided in writing is signed by an AUTHORIZED REPRESENTATIVE of the COMPANY.

I the Buyer, hereby acknowledge that I have read all the above terms and conditions of sales and that I understand that this is an "as is" sale of used goods.

### NEW PRODUCTS

Buyer acknowledges that the ONLY warranties with this product(s) are those provided by the manufacturer and that the DEALER makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either expressed or implied.