

## GENERAL CONDITIONS

In consideration of the mutual covenants and Agreement herein contained, Trowelx Concrete Contractors Ltd. (hereinafter called "Lessor") agrees to rent unto the person, firm or corporation signing this Agreement (hereinafter called "Lessee") certain personal property (hereinafter called "Equipment") as described herein.

### RENTAL PERIOD

1. The rental period shall commence on and include the date of consignment of the Equipment from the Lessor's shipping point to the Lessee, or the Lessee's agent, including any public carrier taking same for transit to the Lessee.
2. The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, or any other equidistant point if instructions to do so are given by the lessor.

### RENTAL RATE

3. The Lessee shall pay rental for the entire rental period on each article listed under equipment description at the rate therein stipulated
4. Rates shown are "bare machine" rates, that is, they do not include operator, or the cost of fuel, lubricants and miscellaneous supplies used to keep the Equipment operating.
5. Rental rates shall not be subject to any deduction on account of non-working time during the rental period.
6. The rentals due under this Agreement shall be paid monthly, weekly or daily (as the case may be).

### TERMS

7. All accounts not paid within 30 days of the date of invoice are to be considered overdue and shall bear interest at the rate of two and one half percent (2.5%) per month, or 34.49 per annum, without prejudice to the Lessor's right, as hereafter stipulated, to terminate this agreement for non-payment of rental.
8. The Lessee shall, at his (its) own expense do all other loading, unloading, installing, dismantling and hauling, and shall pay any demurrage accruing at his (its) own shipping or receiving point.
9. The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points; provided, however, that unless otherwise agreed, the lessee shall not pay return transportation charges greater than those necessary to return the Equipment to the point from which it was originally shipped to the Lessee.
10. The Lessor may ship the Equipment in accordance with its own judgment if shipping instructions are not furnished on the signing of the present Agreement.
11. The Lessor may recall any or all of the Equipment the provisions of General Conditions No. 2 as to the Lessee's obligation to pay rental for a minimum period, the Lessee may return any or all of the Equipment to the Lessor at any time.
12. The Lessor reserves the right to remove the Equipment from the job at any time, if in the Lessor's opinion, the Equipment is in danger because of strikes or any other condition.
13. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the Equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order, fair wear and tear excepted.
14. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the terms of the Rental pay the cost of:
  - (a) all fuel and lubricants required to operate the Equipment;
  - (b) all repair required to be made to the Equipment in order to keep it in good repair and running order;
  - (c) replacing broken or worn out parts, fair wear and tear excepted;
  - (d) any and all local, municipal, provincial and federal taxes, assessments and charges levied upon the Equipment while in possession of the Lessee.
15. The Lessee shall not sublease, encumber, assign or transfer its interests in the Agreement or the Equipment without the written consent of the Lessor.
16. Unless otherwise agreed in writing, the Lessee shall supply and pay all operators employed on the Equipment during the terms of this Agreement and shall only employ persons who are competent to perform their respective duties. Should the Lessor furnish any operators or other workmen, they shall for all legal purposes be constituted the employees of the Lessee working at the latter's responsibility and the Lessee shall pay them such salary or wages of the Lessee's regular pay days and provide them with such travelling expenses, board and lodging as may be agreed upon between the Lessee and the Lessor. The Lessee shall provide and pay for all workers compensation assessments and/or insurance and pay all taxes required by law or otherwise applying to such operators and workmen.
17. Any shortage or damage claimed by either party must be made known after receipt by claimant of the Equipment, otherwise any such claim shall be extinguished.
18. Lessee agrees to indemnify and save Lessor harmless from any and all claims, actions, suits, damages, losses, costs or expense including but not limited to legal cost claimed by Lessee or any other parties for use of or loss of use or damage of the Equipment during the terms of this Agreement including, but not limited to property damage and bodily injury, including death, arising out of or in connection with the Equipment brought forth against the Lessor by the Lessee, its employees or agent(s) or Lessee affiliates or any other parties.
19. The Lessee hereby renounces all claims which he (it) may have against the Lessor for any loss or damage which he (it) may suffer either directly or indirectly, by reasons of the condition of the Equipment or its suitability for the work it may be required to perform.
20. Before the Equipment is loaded for transit to the Lessee, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by this Agreement, then the costs of such inspection shall be paid by the Lessor.
21. If the Lessee fails to have an inspection made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The warranties set forth in this item are the only warranties made by the Lessor and are in lieu of all other warranties, express or implied, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.
22. The lessor shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment.
23. The Lessor shall have the right to inspect the Equipment at the Lessee's shipping point prior to re-shipment and shall be notified prior to such re-shipment and given ample opportunity to make such inspection.
24. Title of the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Agreement shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the Equipment other than that of the Lessee.
25. The Lessee shall keep the Equipment free of levies, liens and encumbrances and shall immediately notify the Lessor of any seizure in whole or in part of the Equipment.
26. Should the Lessee fail to make any payment for a more than thirty (30) days after it becomes due, or become bankrupt, or fail to maintain and operate or to return the Equipment as provided by this Agreement, or violate any other provision hereof, the Lessor may terminate this Agreement, re-take possession of the Equipment without becoming liable for trespass and recover all rentals due and full damages for any injury to and all expenses incurred in obtaining the return of the Equipment.
27. Should the Lessor fail to ship the Equipment in substantially the condition stipulated in the Agreement the Lessee may terminate this lease and this Agreement and recover any amount paid by him (it) to the Lessor hereunder.
28. The lessee shall maintain at his own expense for the mutual benefit of Lessor and Lessee insurance against all risk of physical loss or damage and liability and any other coverages required and in amounts sufficient to adequately protect the lessor and/or Lessee against any loss to or of the Equipment to the extent of new replacement value at date of replacement or case equivalent, property damage and bodily injury (including death).
29. The insurance shall be kept in effect from the time the Equipment is shipped by the Lessor until it is returned to the Lessor or delivered to another Lessee of the Lessor. Under no circumstances, shall Lessor, its officers, agents or employees, or its affiliates be liable or held responsible to Lessee for consequential, incidental, special, direct or indirect loss or damage, including loss of use or loss of profit, whether liability arises in contract, tort, strict liability, statute, or otherwise, arising out of this Agreement.
30. If requested by the Lessor the Lessee, at the latter's own expense shall furnish a bond satisfactory to the Lessor, in an amount equal to the value of the Equipment as stated in the Details of Equipment, to insure the fulfillment of the Lessee's obligations under this Agreement.
31. If the Lessee does not enter into the Damage Waiver on the face of this Agreement, the Lessee assumes the entire risk of loss with respect to the Equipment from all risk of physical loss or damage, whether or not due to the fault of the Lessee, and shall pay the Lessor for such loss immediately upon receipt of an invoice respecting such loss.
32. If the Lessee is in compliance with the Damage Waiver on the face of this Agreement and if the Equipment is used for its specified purpose and is not misused in any fashion, then the Lessor agrees to waive claims for damage, theft, vandalism or malicious mischief, up to a value of three hundred dollars (\$300.00) per item of Equipment, subject to the following terms and conditions:
  - (a) The Damage and Loss Waiver shall not apply to loss or damage to any licensed motor vehicle or its accessories;
  - (b) The Damage Waiver shall not apply to the loss of or damage to any Equipment arising from the Lessee's negligence or willful neglect. There shall be no waiver of a claim for loss of or damage to:
    - (1) any Equipment as a result of overloading or exceeding the rated capacity of the said Equipment;
    - (2) any Equipment resulting from a failure to properly service the Equipment, including reasonable maintenance requirements such as checking the oil levels and lubricating the Equipment;
    - (3) any Equipment due to mysterious disappearance or a shortage as disclosed on the Lessee's inventory of rented Equipment; or
    - (4) motors, generators, drills or other electrical appliances or devices caused by inadequate or excessive electric current;
  - (c) Before the Lessor will honour any claim by the Lessee for theft of the Equipment covered by the Damage Waiver, evidence satisfactory to the Lessor that the alleged theft has been promptly reported to the police must be submitted to the Lessor.
33. The Lessee agrees to immediately inform the Lessor of all loss of or damage to the Equipment and further agrees to provide the Lessor with the name of the Lessee's insurance company, the name and address of the Lessee's insurance agent, a copy of any relevant police report, and complete information concerning insurance coverage for the said loss or damage. Provided the Lessee has applicable insurance coverage for the said loss or damage, the Lessee shall exercise all rights available to the Lessee under such insurance coverage, and the Lessee further agrees to assign this said claim and any proceeds from insurance coverage to the Lessor.
34. The Agreement shall be covered according to the laws of the Province in which the Equipment was rented or sold.
35. Used products are sold on, as is and with all faults basis. No expressed warranties of merchantability of fitness for a particular purpose are made by Trowelx.
36. The Lessee will be responsible to the satisfaction of the Lessor for any items dropped off in non-normal business hours.

### Important to note:

Rental rates are determined and assessed based on the following formula. Be sure to note this when booking your rental to ensure accurate quoting as equipment hourmeters are checked on issue and return and rental rates change when exceeding shift length.

1 day or 1 shift - 8 Hours use

1 Week or 5 Shifts - 40 Hours use

1 Month or 20 Shifts - 160 Hours Use

1 Month = 28 Consecutive Days