

EQUIPMENT RENTAL TERMS AND CONDITIONS

1. **DEFINITIONS:** In these terms and conditions: "Customer" means the Customer described on the first page of this Quotation/Authorization/Invoice. "CSSC" means Canada Scaffold Supply Co. Ltd., "Equipment" means all of the equipment which the Customer rents from CSSC.
2. **THE RENTAL PERIOD:** The rental period shall commence on and include the date of consignment of the Equipment from CSSC's shipping point to the Customer, or the Customer's agent, including any public carrier taking same for transit to the Customer. The rental period shall end on and include the date of actual delivery of the Equipment to CSSC, or at any other equidistant point if instructions to do so are given by CSSC. The minimum rental period shall be 28 days.
3. **PAYMENT:** The rentals due under this Rental Agreement shall be paid in advance every 28 days to CSSC at the address indicated below and every 28 days thereafter. The rental for the minimum rental period is payable before delivery of the Equipment to the Customer.
4. **OVERDUE PAYMENTS:** All overdue payments shall bear interest at the rate of 2% per month (24% per annum).
5. **DELIVERY AND INSTALLATION CHARGES:** The Customer shall be responsible for all delivery and installation charges and dismantling and return charges for the Equipment.
6. **DELIVERY AND INSTALLATION NOT INCLUDED UNLESS PROVIDED FOR:** Unless the Quotation/Authorization/Invoice specifically provides that CSSC shall deliver and install the Equipment, CSSC shall not be required to deliver or install the Equipment.
7. **PERMITS:** The Customer shall at all times be solely responsible for obtaining any municipal permits required in connection with the installation and use of the Equipment (the "Municipal Permits") as well as the costs of any Municipal Permits. In the event the Customer fails and/or neglects to obtain the Municipal Permits, CSSC may obtain any required Municipal Permits and the Customer shall reimburse CSSC for the cost of the Municipal Permits.
8. **CUSTOMER ASSUMES RESPONSIBILITY DURING INSTALLATION:** The Customer assumes all responsibility for claims asserted by any person whatsoever arising from or in connection with the installation and erection of the Equipment and agrees to hold CSSC harmless from any and all such claims, even if the installation and erection of the Equipment was done by CSSC and even if the claim is the result of CSSC's negligence.
9. **CUSTOMER TO MAINTAIN POSSESSION OF EQUIPMENT:** The Customer shall at all times maintain possession and control of the Equipment and the Equipment shall not be transferred, leased, used or delivered to any person other than the Customer.
10. **CUSTOMER TO MAINTAIN EQUIPMENT:** The Customer shall at all times and at its own expense keep the Equipment in good, safe and efficient working order, repair and condition and shall not permit anyone to damage, deface or remove the Equipment from the premises where the Equipment was delivered to. The Customer shall return the Equipment in a good state of repair.
11. **CUSTOMER TO COMPLY WITH LAWS/ASSUME RESPONSIBILITY FOR USE:** The Customer shall maintain and use the Equipment in a safe and proper manner and in conformity with all laws pertaining thereto and in accordance with CSSC's safety rules and regulations. CSSC shall have no responsibility, direction or control over the maintenance, use or operation of the Equipment by the Customer. The Customer assumes all responsibility for claims asserted by any person whatsoever growing out of the installation, erection, maintenance, use or possession, of the Equipment, and agrees to indemnify and hold CSSC harmless from any and all such claims. The Customer agrees that use of the Equipment by the Customer shall be construed as an acknowledgement by the Customer that when delivered to the Customer by CSSC the Equipment was in good order and repair, was in all respects adequate, sufficient and proper for the purposes for which it was intended.
12. **DAMAGE TO EQUIPMENT:** The Customer shall indemnify CSSC against all loss and damage to the Equipment during the rental period. In the event that the Equipment or any part of it is destroyed, damaged or lost, whether with or without fault on the part of the Customer, the Customer shall pay to the CSSC a sum equal to CSSC's list price for the same, or similar equipment. If the Equipment or any part thereof is damaged or requires replacement parts of any kind which are incorporated as an integral part of any unit, these repairs must not be done by the Customer but the unit shall be returned to the manufacturer who will complete the repairs in accordance with insurance specifications and bill the Customer accordingly.
13. **LIABILITY OF CUSTOMER:** The Customer shall indemnify CSSC against all loss, expenses, penalties, damages, claims, actions and costs which CSSC may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the erection, installation, operation, handling, transportation or use of the Equipment by or while in the hands of the Customer or the latter's employees, agents or carriers. The Customer hereby renounces all claims which it may have against CSSC for any loss or damage which it may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
14. **INSPECTION:** CSSC 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. CSSC shall have the right to inspect the Equipment at the Customer's shipping point prior to reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.
15. **TITLE:** Title to the Equipment shall at all times be and remain vested in CSSC and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the Equipment, other than that of a lessee. The Customer shall give CSSC immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.
16. **DEFAULT & TERMINATION**
 - 16.1. **Events of Default:** The occurrence or happening of any one or more of the following events shall constitute a default under this Rental Agreement (the "Default"):



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- (a) the monthly rent or any other charges payable by the Customer to CSSC pursuant to this Rental Agreement are not paid on the date they are due;
- (b) the Customer fails to observe or perform any of the covenants, agreements, provisos, conditions of this Rental Agreement;
- (c) if all, or any part of, the Equipment is, or may be in imminent danger of being confiscated, sequestered or seized under process of law; or
- (d) if any act by the Customer reduces the value or usefulness of the Equipment, including failure to maintain or repair the Equipment as required;

16.2. Remedies on Default:

In the event of a Default, CSSC may, in its sole option, if the Default is not cured within 3 days of the date on which CSSC gives notice of the Default to the Customer:

- (a) take possession of the Equipment; and/or
- (b) terminate this Rental Agreement.

16.3 Immediate Termination of Lease:

CSSC shall be entitled to immediately terminate this Rental Agreement in the event of the occurrence of any one or more of the following:

- (a) if the Equipment becomes subject to any lien, levy, charge or encumbrance;
- (b) if the Customer making a sale in bulk of its assets or becoming insolvent or bankrupt or unable to pay its debts as they fall due or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding being instituted by or against the Customer and, if instituted against the Customer and defended by the Customer, remaining un-dismissed for thirty days; or
- (c) the private or court appointment of a receiver or receiver and manager or officer with similar powers over any part of the Customer's property;

16.4 Provisions Which Survive Termination:

The provisions contained in paragraphs 8, 9, 10, 11, 12, 13 & 19 of this Rental Agreement shall survive the termination or expiration of this Rental Agreement. In the event this Rental Agreement is terminated, the Customer shall remain responsible for all costs for dismantling the Equipment and returning it to CSSC's premises.

17. **NO RIGHT TO SUBLET/ASSIGN:** The Customer shall not have the right to sublet the Equipment to anyone or to assign or transfer any interest in this Rental Agreement without the previous written consent of CSSC.
18. **STATEMENTS:** Every invoice, account or statement from CSSC to the Customer (the "Statement") shall be deemed and treated as correct and as ratified and confirmed by the Customer unless within 15 days of the Customer's receipt of the Statement, CSSC receives written notice from the Customer that it disputes the Statement.
19. **PRIVACY LEGISLATION:** CSSC and the Customer shall ensure that all personal information collected, received, handled or processed by it under this Rental Agreement is protected by the appropriate safeguards in accordance with all applicable federal and provincial legislation relating to privacy of information, including but not limited to the Personal Information Protection and Electronic Documents Act.
20. **COLLECTION COSTS:** The Customer shall pay all costs, charges, expenses and legal fees (on a solicitor-client basis) which are incurred by CSSC in the event of a Default by the Customer or in relation to the collection of the account when it is overdue.
21. **WAIVER:** No covenant or condition of this Rental Agreement can be waived except by the written consent of the other party for whose benefit the covenant or condition is for and the forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply. Until complete performance by a party of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Rental Agreement or by law, notwithstanding any forbearance or indulgence.
22. **AMENDMENTS:** Any amendment or modification of this Rental Agreement shall not be binding unless it is in writing and it is signed by both CSSC and the Customer.
23. **GOVERNING LAW:** This Rental Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The parties shall attorn to the jurisdiction and the courts of British Columbia which shall have the exclusive jurisdiction with respect to any dispute relating to this Agreement.
24. **ENTIRE AGREEMENT:** This Rental Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Rental Agreement and supersedes all prior agreements, negotiations and discussions, whether oral or written, between the parties or their agents and there are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, except as expressly set out in this Rental Agreement.
25. **ENUREMENT:** All of the covenants and agreements in this Rental Agreement shall be binding upon the Parties and their respective successors and their permitted assigns pursuant to the terms and conditions of this Rental Agreement.

The following terms & conditions only apply on sales of Equipment:

26. **RESTOCKING CHARGES/RETURNS:** Standard Equipment which is returned is subject to 15% restocking charges plus any freight charges. Nonstandard Equipment is returnable on consignment only. Proof of purchase will be required on all returns.
27. **WARRANTY:** CSSC warrants that products or parts thereof, sold to the Customer shall be free from defects in materials and workmanship and not that they will accomplish any particular result. No other warranty, express or implied, pursuant to The *Sale of Goods Act*, or otherwise, is granted by CSSC. or exists with respect to the Equipment sold by CSSC. CSSC's liability shall be limited to the value of the Equipment sold to the Customer.

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