

PAYMENT STRUCTURE

RENTALS SHALL BE INVOICED UPON RETURN OR 17 DAYS INTO THE 4 WEEK BILLING CYCLE - PAYMENT IN NET 30 DAYS

SPECIAL NOTES:

Freight \$1200.00 Each Way per truck unless otherwise noted

TERMS AND CONDITIONS

- PAYMENT :** All rent payable by the customer under this agreement shall be subject to the terms provided. Rent shall be paid each month during the rental period. Any unpaid rent shall bear an annual interest rate of 15%, and in particular, without prejudice to the supplier's rights, terminate this agreement for non-payment.
- MAINTENANCE:** The customer shall maintain the equipment in accordance with the operators manual. In the event that the customer does not return the equipment to the supplier in good repair and operating condition in accordance with the terms of this agreement, the customer shall immediately and unconditionally pay the supplier all costs and expenses of any kind incurred by the supplier in enforcing any of the obligations of the customer under this agreement or in any way relating hereto. The customer shall give the supplier prompt written notice of any accident or damage to all or any portion of the equipment. In the event that the supplier performs any repairs to the equipment during the rental period while the equipment is located at the suppliers place of business, the customer shall pay all the direct and indirect costs of the supplier in carrying out such repairs.
- LIABILITY OF THE SUPPLIER:** The liability of the supplier is limited to its express obligation to deliver the equipment to the customer in good repair and operating condition in accordance with the terms of this agreement. The customer assumes all risk of loss and damage in connection with the rental, possession, and operation of the equipment. To the best of the knowledge of the supplier, by law, the supplier shall not be liable or responsible for any economic loss, anticipated profits, increased costs delays or delay claims, expenses or fees, damage to property, personal injury, or any other damage, loss of injury of any kind, including direct, indirect, special, consequential, exemplary, or punitive damages (in each case whether or not suffered by the customer or other persons), arising out of or related to the rental, design, manufacture, fabrication, suitability, distribution, repair following delivery, transportation, handling, operation after delivery, or failure of the equipment. These limitations apply regardless of whether supplier has breached a warranty or condition of sale, has been negligent in any way, has breached any term of this agreement, or has committed any wrong whatsoever, except as a result of gross negligence of the supplier.
- LIABILITY OF THE CUSTOMER:** Each and every cost, expense, rate, tax or charge, in any way related, to the equipment, except as otherwise expressly set forth herein to the contrary, will be the responsibility of and be paid for by the customer without any variation, set-off or deduction whatsoever. The customer shall indemnify and hold harmless the supplier and its subsidiaries, parents, and affiliates, and their representatives, partners, agents and employees from and against any and all manner of actions, causes of action, suits, proceedings, obligations, claims and liabilities brought against or incurred by the indemnities, including those in connection with damage to property, personal injury, or any other damage, loss or injury of any kind (including direct, indirect, special, consequential, exemplary or punitive damages), that are a direct or indirect result of the customer entering in to this agreement or of the rental, possession or operation of the equipment following delivery to the customer.
- RENTAL PERIOD:** The customer agrees to rent the equipment for the minimum rental period specified under "Details of Equipment". The rental period shall commence on the date that the equipment is picked up by/delivered to the customer and shall end when returned to the supplier address: 11244 Keele Street L6A1S1 in accordance with terms of this agreement. Notwithstanding the foregoing, in no event shall the rental period extend beyond one year from the start of this contract without prior written agreement of the parties hereto.

RETURN OF EQUIPMENT

When a Equipment Unit is returned by Customer to Off-Road Equipment Ltd, the following conditions of such Equipment Unit shall be met:

- The Equipment Unit shall be returned in the same configuration, with all original attachments (or as replaced by Off-Road Equipment Ltd), in the same condition as when the equipment unit was made available to the customer for use
 - The operator's compartment shall be clean and all switches, on-board information systems (OBIS), controls, pedals, radio, mirrors, seats and all other contents are complete and in good working order.
 - The window glass shall be clear and free from cracks and major pits.
 - The window frames and doors shall be complete and fully operational.
 - All service access compartment covers and doors, fenders and other flat metal or plastic surfaces shall be in good working order and free from dents and cracks.
 - The Equipment Unit shall be thoroughly cleaned and free of mud/rock/dirt accumulation upon return.
 - Customer shall provide a secured place to store the Equipment Unit.
 - All ground engaging tools including but not limited to, buckets, adapters, teeth, blades, base cutting edges, rippers, shall have good structural integrity and not exceed normal wear and tear.
 - All track equipment shall not exceed normal wear and tear upon return on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers.
 - All rubber tire equipment shall be in recappable condition and shall be used without excessive abuse. Recapped tires are not acceptable substitutes. It is agreed that tire wear is not to exceed .02%/hour or 2%/100 hour of usage or less. Cost of tire repair including but not limited to cuts, punctures, etc., are at the customer's expense.
 - All tires shall be a matched set of the same make as originally provided, with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.
 - The mechanical drive train and all differentials and final drives will be in good condition and operate quietly without vibration or leaks and in accordance with manufacturer specifications.
 - Engines, hydraulics and transmissions will operate properly in order to handle fully rated loads within the capacity specified for such equipment, and all accessories shall be in good working order and appearance.
 - Buckets and bodies shall maintain full structural integrity, free of body damage with no wear in the parent metal.
 - Any and all components shall be OEM genuine or remanufactured parts unless such components were installed by Off-Road Equipment Ltd.
- Failure to comply with these conditions will result in corrective action by Off-Road Equipment Ltd., with any resulting expense billed to Customer and paid in a timely fashion.