



## AVID INDUSTRIAL MAINTENANCE INC. TERMS AND CONDITIONS – RENTAL AGREEMENT

**“Agreement”** means the Reservation Details, together with any associated Rental and Service Agreement including these Rental and Service Terms and, to the extent applicable, the Rental Protection Plan that Avid Industrial Maintenance Inc. makes available to direct commercial customers both of which are incorporated by reference therein.

**“Credit Card”** means the credit card provided by Customer as part of this Agreement or otherwise kept on file with Avid Industrial Maintenance Inc.

**“Customer”** means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer.

**“Equipment”** means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

**“Qualified Operator”** means any individual who is permitted by Customer to operate the Equipment. This includes individuals identified in the Rental and Service Agreement as additional QUALIFIED OPERATOR(S). All Qualified. By operating the Equipment, a Qualified Operator will be deemed jointly and severally responsible for Customer’s obligations related to the Equipment and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Equipment.

**“Rental and Service Agreement”** means the agreement made between Customer and Avid Industrial Maintenance Inc. to rent Equipment and/or provide Services, whether that agreement is made in person at the Store Location, online or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and, to the extent applicable, the Rental Protection Plan that Avid Industrial Maintenance Inc. makes available to direct commercial customers.

**“Rental Period”** means the period of time between the “Rental Out” and “Scheduled In” set forth in the Reservation Details, except that the Rental Period may terminate earlier as provided in Sections 11 and 22 hereof or if Customer returns the Equipment earlier.

**“Reservation Details”** means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

**“Service” or “Services”** means the services provided by Avid Industrial Maintenance Inc. in connection with the rental of Equipment, including Vacuums, Dust Collectors, Compressors, Driers, Sandblast Equipment, (each as defined in Section 25 below).

**“Specialty Media”** means specialty filtration materials purchased in connection with the rental of Equipment such as Dust Collector filters, Baghouse Filters and Ducting.

**“Store Location”** means the Avid Industrial Maintenance Inc. address set forth in the Rental and Service Agreement.

**“AIM Inc.”** means Avid Industrial Maintenance Inc.

**“Non-Hazardous Waste”** means any material, substance or waste that does not fall under the definition of “Regulated/Designated Materials” define in Section 8.

### **Authority to Sign**

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of the Customer.

#### **1) Indemnity / Hold Harmless**

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD AVID INDUSTRIAL MAINTENANCE INC. AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTANT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS, UPON WHICH AVID INDUSTRIAL MAINTENANCE INC. RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST AVID INDUSTRIAL MAINTENANCE INC. BASED UPON STRICT OR PRODUCT LIABILITY CAUSE OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY AVID INDUSTRIAL MAINTENANCE INC. FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF AVID INDUSTRIAL MAINTENANCE INC. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

#### **2) Inspection of Equipment**

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair and suitable for Customer’s needs. Customer further acknowledges that Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer’s towing vehicle, if any. Customer acknowledges Avid Industrial Maintenance Inc. is not responsible for any damage to Customer’s towing vehicle caused by detachable hitches or mirrors.

#### **Limitation of Liability**

In no event shall Avid Industrial Maintenance Inc. be liable or responsible to Customer or any other person for: (i) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use; (ii) Avid Industrial Maintenance Inc.’s failure to deliver the Equipment as required hereunder or Avid Industrial Maintenance Inc.’s failure to repair or replace non-working Equipment; (iii) or any incidental, consequential, punitive or special damages, even if so advised of the possibility of such damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Avid Industrial Maintenance Inc. and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

#### **3) Customer Responsibilities**

Customer shall provide Avid Industrial Maintenance Inc. with the information and the documentation Avid Industrial Maintenance Inc. requests to assess, plan and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed based on information provided by Customer or others and Avid Industrial Maintenance Inc. is relying on the accuracy and completeness of such information in providing

the Equipment and performing such Services. Customer recognizes that it is impossible for Avid Industrial Maintenance Inc. to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including Avid Industrial Maintenance Inc. and its employees, and for ensuring that the Services are carried out in compliance with the applicable laws.

#### **4) Use of Equipment**

Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not qualified to operate it. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use the ultra-low-sulfur diesel fuel in Equipment with tier 4 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD AVID INDUSTRIAL MAINTENANCE INC. HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY AVID INDUSTRIAL MAINTENANCE INC. DUE TO DYED FUEL BEING INTRODUCED INTO THE TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify Avid Industrial Maintenance Inc. if Equipment needs repair or maintenance. Customer acknowledges that Avid Industrial Maintenance Inc. has no responsibility to inspect the Equipment while it is in Customer's possession. Avid Industrial Maintenance Inc. shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason. Unless customer otherwise notifies Avid Industrial Maintenance Inc. in writing at the time of the signing the Agreement, Customer represents and warrants that Customer is entering into the Agreement only for business or commercial purposes and not for personal, family, household or farming purposes, or in connection with the operation of a farm, ranch or feedlot, and the Equipment will not be used for any such purposes.

#### **5) Regulated/Designated Materials**

If Customer intends to use the Equipment for the storage and handling of Regulated/Designated/Designated Materials (as defined herein), the following terms set forth in this Section 8 shall apply. Definitions: "Regulated/Designated or Designated Materials" means any substance or material which under any Environmental Laws is defined to be "hazardous", "toxic", "deleterious", "caustic", "dangerous", a "contaminant", a "pollutant", a "dangerous good", a "waste", a "source of contamination" or a "source of a pollutant" or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, Regulated/Designated or licensed under Environmental Laws or the existence of which in the soils or groundwater of property exceeds applicable industrial/commercial standards established by governmental authorities from time to time. "Environmental Laws" means all federal, provincial, municipal or local statutes, regulations, by-laws, environmental permits, orders or rules, and any policies or guidelines of any governmental or regulatory body or agency, and any requirements or obligations arising under the common law, relating to the environment and, the transportation of dangerous goods and occupational health and safety. Testing: Customer acknowledges that the Equipment may have contained Regulated/Designated Materials in the past. Customer may, at Customer's expense, test the Equipment for the presence of residual amounts of Regulated/Designated Materials prior to taking possession of the Equipment. In the event that residual amounts of Regulated/Designated Materials are detected in the Equipment by preliminary testing, Customer may notify Avid Industrial Maintenance Inc. and request new Equipment or Customer may terminate the rental. If Customer elects to continue use of the Equipment or elects not to test the Equipment, Customer will be bound by the terms set forth herein and waives any right to object to the presence of or to seek any legal recourse in relation to Regulated/Designated Material in the Equipment resulting from any prior use, and agrees that the Equipment is suitable for Customer's intended use. Upon expiration or termination of the Rental Period, but

before the Equipment is returned to Avid Industrial Maintenance Inc., Customer shall, at Customer's sole expense, remove all Regulated/Designated Materials, whether pre-existing or resulting from the Customer's use, from the Equipment and clean the Equipment to comply with all standards prescribed by applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws. Cleaning: Prior to return, Customer shall clean the Equipment in accordance with the following requirements: (i) cleaning must be performed by an independent contractor acceptable to Avid Industrial Maintenance Inc.; (ii) it must be documented to Avid Industrial Maintenance Inc.'s satisfaction; (iii) where required, Equipment must be triple-rinsed using a solvent capable of removing Regulated/Designated Materials, then purged to remove any vapors or cleaned by another method capable of achieving equivalent level of removal; (iv) for radioactive materials (meaning any materials identified by any municipal, provincial, territorial or federal government authority as being radioactive), cleaning must comply with cleaning procedures set forth in the Nuclear Safety and Control Act and the regulations thereunder and any other applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws and (v) the independent contractor must certify that the cleaning meets the above specifications. Sampling: After cleaning, Customer will confirm the Equipment's Empty Condition (as defined below) and that cleaning has been conducted, as applicable, by obtaining a professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Customer agrees the sampling must be: (i) performed by an independent contractor acceptable to Avid Industrial Maintenance Inc.; (ii) documented to Avid Industrial Maintenance's satisfaction; (iii) taken from various internal parts of the Equipment including at a minimum, the floor, the underside of various cross-braces, and each wall ("Representative Samples"); and (iv) conducted in the presence of and pursuant to the direction of a designated employee of Avid Industrial Maintenance Inc. Customer agrees to contact Avid Industrial Maintenance Inc. to schedule an appointment for an employee of Avid Industrial Maintenance Inc. to witness the sampling not less than ten (10) business days prior to the termination of the rental. For vacuum/dust collection Equipment, in addition to the above requirements, Customer agrees that initially, 20% of the vacuum/dust collection Equipment rented by Customer will be tested by the third-party laboratory. Based on satisfactory initial sampling results, and at Avid Industrial Maintenance Inc.'s sole discretion, that figure may be reduced to 10%, random sampling. If vacuum/dust collection Equipment fails the testing procedures outlined in Section 8(b), then 100% sampling of all Equipment will be required. Sample Analysis: Customer agrees that the analysis of the sampling must: (i) be performed by a laboratory acceptable to Avid Industrial Maintenance Inc. that is certified to perform such analysis by the province or territory in which the Equipment is located; (ii) be documented to Avid Industrial Maintenance Inc.'s satisfaction, and must include a record of the chain of custody for the Representative Samples; and (iii) meet or exceed protocols established by applicable governmental authorities. Return: Customer shall return the Equipment in an Empty Condition in accordance with the terms set forth herein. If the Equipment does not meet the standard, Customer will undertake additional cleaning of Equipment, in accordance with all applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws, to meet the standard, and will provide Avid Industrial Maintenance Inc. with written evidence of same. Avid Industrial Maintenance Inc. will not pick up the Equipment and Customer will continue to pay rental charges until the Equipment has been cleaned to the standards specified herein. In the event that Customer is unable to clean the Equipment in accordance with the terms set forth herein, Customer shall pay Avid Industrial Maintenance Inc. for the full current replacement value of the Equipment, plus any applicable taxes. Customer agrees that in such event it assumes full ownership of and responsibility for the Equipment and any residual contents and all related liability for the management, transportation and disposal of such Equipment in accordance with all applicable laws. Customer agrees that it shall be the generator of any hazardous, solid, or radioactive waste generated as a result of Customer's failure to return the Equipment in an Empty Condition, and of any residual materials resulting from Customer's attempt to clean the Equipment. Customer further agrees to indemnify, defend and hold Avid Industrial Maintenance Inc. harmless for any liability incurred by Avid Industrial Maintenance Inc. as a result of Customer's breach of its obligations in this Section or as a result of Avid Industrial Maintenance Inc. being deemed a "generator" under applicable

Environmental Laws. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

**6) Compliance with Applicable Laws**

Customer shall, at Customer's sole expense, comply with all applicable municipal, provincial, territorial and federal laws, ordinances and regulations (including but not limited to those relating to occupational health and safety and to the environment), industry standards and building and zoning codes, and shall possess and maintain all professional licenses, and other licenses and permits, which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control and road crossings associated with the use of the Equipment. When transporting Non-Hazardous Waste, Avid Industrial Maintenance Inc. shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall be subject to the provisions of Section 8 if any materials being transported are "Regulated/Designated Materials" as defined therein. Customer shall ensure that the Equipment at all times remains moveable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

**7) Warranty / Disclaimer of Warranties**

AVID INDUSTRIAL MAINTENANCE INC. WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVID INDUSTRIAL MAINTENANCE INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA OR SERVICES AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AVID INDUSTRIAL MAINTENANCE INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, AVID INDUSTRIAL MAINTENANCE INC. SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, AVID INDUSTRIAL MAINTENANCE INC. SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

**8) Malfunctioning Equipment**

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Avid Industrial Maintenance Inc. If such condition is the result of normal operation, Avid industrial Maintenance Inc. will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. Avid Industrial Maintenance Inc. has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

**9) Return of Equipment / Damaged and Lost Equipment**

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Avid Industrial Maintenance Inc.'s regular business hours or if Avid Industrial Maintenance Inc. has agreed to pick up the Equipment, Avid Industrial Maintenance Inc. shall endeavour to pick up the Equipment within a commercially reasonable period of time after Customer notifies Avid Industrial Maintenance Inc. that the Equipment is called "off-rent". Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Tanks/hoppers shall be empty and cleaned of all contents as required by any applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws, and following any applicable codes, procedures and

practices. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by Avid Industrial Maintenance Inc. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Avid Industrial Maintenance Inc. for any reason whatsoever, Customer will pay Avid Industrial Maintenance Inc. the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Avid Industrial Maintenance Inc. the reasonable cost of repair and pay rental of the Equipment at the regular rental rate until all repairs have been completed. Avid Industrial Maintenance Inc. shall be under no obligation to commence repair work until Customer has paid to Avid Industrial Maintenance Inc. the estimated cost therefor. Customer agrees that Avid Industrial Maintenance Inc. reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this Section due to damaged or lost Equipment. **Disinfecting:** During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to Avid Industrial Maintenance Inc.; (ii) it must be documented to Avid Industrial Maintenance Inc.'s satisfaction; (iii) in the event Customer is unable to disinfect in accordance the Equipment, Avid Industrial Maintenance Inc. will disinfect it and charge Customer for the costs incurred.

#### **10) Reasonable Wear and Tear**

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift basis (as defined in Section 15 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion or improper fuel or maintenance of necessary oil, water and air pressure levels, cavitation or freezing; (ii) except where Avid Industrial Maintenance Inc. expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; (vi) and any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

#### **11) Late Return**

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or of the Tanks/Pots/Vacuums etc. are not in Empty Condition when Avid Industrial Maintenance Inc. comes to the Customer job site to pick up the Tanks, Avid Industrial Maintenance Inc., in its sole discretion, may require Customer to do any of the following: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (iii) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period, or (iv) assess a pickup charge if the Tanks are not in Empty Condition. Customer agrees that Avid Industrial Maintenance Inc. reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this Section due to the late return of Equipment.

#### **12) Rental Period / Calculation of Charges**

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during Avid Industrial Maintenance Inc.'s regular business hours or picked up by Avid Industrial Maintenance Inc. after Customer notifies Avid Industrial Maintenance Inc. that the Equipment is "off rent" and obtains an "off rent" confirmation number from Avid Industrial Maintenance Inc. Pick-up and delivery by Avid Industrial Maintenance Inc. is subject to a "Delivery and Pick-up Service Charge", the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of

all contents and cleaned the Tanks in accordance with all applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws ("Empty Condition"). Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the cost of the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge (as defined below) or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, Avid Industrial Maintenance Inc. shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one shift" usage based on an eight (8) hours day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to Avid Industrial Maintenance Inc. the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT.

**13) Refueling Service Charge**

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel is/as applicable. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

**14) Environmental Service Charge**

Due to the hazardous nature of some waste and other products, to comply with federal and provincial environmental regulations, and to promote a clean environment, Avid Industrial Maintenance Inc. charges an "Environmental Service Charge" for certain rentals. This is not a government-mandated charge. The Environmental Service Charge is not designated for any particular use and is used at Avid Industrial Maintenance Inc's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99.00. Customer acknowledges the items indicated in the Rental and Service Agreement are subject to the Environmental Service Charge and Customer agrees to pay that Environmental Service Charge.

**15) Deposit**

In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of the Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Avid Industrial Maintenance Inc. as a result of the breach.

**16) Payment**

All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential to Avid Industrial Maintenance Inc.'s business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Avid Industrial Maintenance Inc. agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 10 percent (10%) per month (120% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by Avid Industrial Maintenance Inc. from Customer at any time upon, or in respect of, the Equipment and/or Agreement (collectively, "Taxes"). Customer agrees that Avid Industrial Maintenance Inc. reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this Section due to late or past due payment(s) or rental charges or Taxes. In the event Customer provides or asserts that no Taxes should be collected in respect of a transaction, Customer agrees to provide a valid tax exemption

certificate, tax registration number or other documentation suitable to Avid Industrial Maintenance Inc. evidencing that no Taxes are collectible. Should the transaction later be deemed taxable, Customer is obligated to and shall promptly reimburse Avid Industrial Maintenance Inc. for any Taxes, plus applicable interest and penalties thereon, that should have been collected from Customer.

**17) Title / No Purchase Option / No Liens**

With the exception of Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Avid Industrial Maintenance Inc. Unless covered by a specific supplemental agreement signed by Avid Industrial Maintenance Inc., Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

**18) Tire and Tube Repair or Replacement**

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

**19) Default**

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Avid Industrial Maintenance Inc. anticipate that Customer may become Insolvent; or otherwise, be in default. If Customer is in default, Avid Industrial Maintenance Inc. may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause Avid Industrial Maintenance Inc.'s employees or agents, with notice but without legal process, to enter up Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Avid Industrial Maintenance Inc. in retaking and repossessing the Equipment; or (iv) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

**20) Customer's Insurance Coverage**

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million; (ii) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and (iii) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Avid Industrial Maintenance Inc. Customer shall name Avid Industrial Maintenance Inc., as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by Avid Industrial Maintenance Inc. (providing coverage equal to or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to Avid Industrial Maintenance Inc. shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that



nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of recovery against Avid Industrial Maintenance Inc. or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Avid Industrial Maintenance Inc. or its insurers. The policies required hereunder shall provide that Avid Industrial Maintenance Inc. must receive not less than 90 days' notice prior to any cancellation. Customer shall provide Avid Industrial Maintenance Inc. with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME AVID INDUSTRIAL MAINTENANCE INC. AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

**21) No Assignment, Lending or Subletting**

Customer shall not sublease, sub rent, assign or loan the Equipment without first obtaining the written consent of Avid Industrial Maintenance Inc., and any such action by Customer, without Avid Industrial Maintenance Inc.'s written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless Avid Industrial Maintenance Inc. approves otherwise in writing. Avid Industrial Maintenance Inc. may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

**22) Services Provided in Connection with the Rental of Equipment**

A) **Specialty Media.** Specialty Media shall be deemed purchased under this Agreement on an "AS-IS, WITH ALL FAULTS" basis and is non-refundable once delivered to Customer. At the expiration of the Rental Period, Customer is responsible for emptying and disposing of all Specialty Media in compliance with all applicable municipal, provincial, territorial and federal laws, ordinances and regulations, including those relating to occupational health and safety and to the environment. Any spent Specialty Media Customer generates is subject to disposition facility acceptance testing, at Customer's sole cost and expense. The disposition facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposition. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposition facility, use of an alternate disposition facility may result in additional cost and Customer shall pay said additional cost. Customer shall provide Avid Industrial Maintenance Inc. any and all information required by the disposition facility or Avid Industrial Maintenance Inc., related to the evaluation of the acceptance of spent Specialty Media.

B) **1. VEHICLE RENTAL (not applicable)**

**2. Other provisions**

3. Any failure of Avid Industrial Maintenance Inc. to insist upon strict performance by Customer of any terms and conditions of the Agreement shall not be construed as a waiver of Avid Industrial Maintenance Inc.'s right to demand strict compliance. Customer has carefully reviewed the Agreement and waives any principle of law which would construe any provision hereof against Avid Industrial Maintenance Inc. as the drafter of the Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of the Agreement.

4. Customer agrees to pay all reasonable costs of collection, court, legal fees and other expenses incurred by Avid Industrial Maintenance Inc. in the collection of any charges due under the Agreement or in connection with the enforcement of its terms.

5. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

6. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and Avid Industrial Maintenance Inc.'s Privacy Policy. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, postal code, telephone number, date of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties, who may be located outside of Canada where Customer's information may be

subject to disclosure under local laws, that support Avid Industrial Maintenance Inc.'s business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

7. Avid Industrial Maintenance Inc. shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of: (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, provincial, territorial or local government; or (iii) as otherwise set forth in the Agreement.

**24)** Avid Industrial Maintenance Inc. may make any registrations, recordation's, filings or financing statements necessary or desirable to protect or discharge, as the case may be, its ownership of and interests in the Equipment at the expense of Customer. Customer hereby consents to same and shall give such further assurances and do such acts and execute such documents as may be required by Avid Industrial Maintenance Inc. to give effect to the Agreement and the rights and obligations hereunder. To the extent permitted by applicable law, Customer irrevocably waives the right to receive a copy of any financing statement or financing change statement (or any verification statement pertaining thereto) filed under the personal property security statutes of the provinces and territories of Canada by Avid Industrial Maintenance Inc. in respect of the Agreement, and Customer hereby releases any and all claims or causes of action Customer may have against Avid Industrial Maintenance Inc. for failure to provide any such copy. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**25) Criminal Warning**

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

**26) GPS Tracking**

Customer and Avid Industrial Maintenance Inc. each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment. Customer agrees that Avid Industrial Maintenance Inc. owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.

**27) Entire Agreement / Only Agreement**

The Agreement, and any Addendum hereto, represent the entire agreement between Customer and Avid Industrial Maintenance Inc. with respect to the Equipment, the rental of the Equipment, and the Service(s) provided to the Customer. There are no oral or other representations or agreements not included herein. None of Avid Industrial Maintenance Inc.'s rights or Customer's rights may be changed and no extension of the terms of the Agreement may be made except in writing, signed by both Avid Industrial Maintenance Inc. and Customer. Any use of Customer's purchase order number on the Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by Avid Industrial Maintenance Inc.

**28) Order of Precedence**

The terms and conditions of the Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Avid Industrial Maintenance Inc. In the event that Avid Industrial Maintenance Inc. signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

**29) Class Action Waiver**

Customer agrees that any claims or proceedings brought by Customer relating to the Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Avid Industrial Maintenance Inc. as a class plaintiff or class representative, join as a class member, or participate as an adverse

party in any way in a class-action lawsuit against Avid Industrial Maintenance Inc. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

**Jury Waiver**

The courts in the province in which the Store Location is located shall have exclusive jurisdiction over all matters relating to the Agreement. TRIAL BY JURY IS WAIVED. Avid Industrial Maintenance Inc. shall be entitled to orders of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

**30) Language**

The parties agree that the Agreement and any other document contemplated hereby will be drawn up in the English language only. Les parties acceptent que la présente Convention et tous les autres documents envisagés aux présentes soient rédigés en anglais uniquement.

**31) Force Majeure**

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

**Rental Protection Plan (RPP)**

The Rental Protection Plan ("RPP") is an optional product described in this addendum (the "Addendum") that modifies certain terms of the Rental Agreement entered into between Avid Industrial Maintenance Inc. and the Customer. The definitions set forth in Section 1 of the Rental Agreement apply to this Addendum.

**NOTICE:**

FOR ALL RENTALS OF EQUIPMENT, YOU MUST EITHER SHOW PROOF OF PROPERTY INSURANCE AS SET FORTH WITH SECTION 21 OF THE RENTAL AGREEMENT TERMS AND CONDITIONS, OR PURCHASE THE RENTAL PROTECTION PLAN. THE PURCHASE OF THE RPP FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 20.

RPP IS NOT INSURANCE. RPP IS AVAILABLE TO CUSTOMERS IN CONNECTION WITH THE RENTAL OF EQUIPMENT FROM AVID INDUSTRIAL MAINTENANCE INC. AND MUST BE EXECUTED SIMULTANEOUSLY WITH A RENTAL AGREEMENT.

FOR AN ADDITIONAL CHARGE RPP OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE RENTAL EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE AND THEFT OF RENTAL EQUIPMENT AND THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS ADDENDUM CAREFULLY BEFORE SIGNING.

**TERMS AND CONDITIONS**

In return for payment of the fee set forth in the Rental Agreement, Avid Industrial Maintenance Inc. agrees to limit its rights under section 9 and 18 thereof as follows:

**a) Damage Waiver**

Subject to the conditions set forth herein, Avid Industrial Maintenance Inc. waives its rights to collect amounts from the Customer exceeding the lesser of 10% of the replacement value of the Equipment, 10% of the cost of

Repairs, or \$500, plus applicable provincial and local taxes, from losses arising from the theft of or direct physical damage to the Equipment.

**b) User**

Customer agrees that the Customer, or a permissive user of the Customer, will be the only Operator of any Avid Industrial Maintenance Inc. Equipment and the Customer will not use either in violation of any terms of the Rental Agreement or Law.

**c) Exclusions**

Avid Industrial Maintenance Inc. will not waive a claim for loss or damage to tires and tubes or airlines caused by a blow out, bruises, cuts, punctures, or other causes inherent in the use of the Equipment; or resulting from intentional abuse of the Equipment. Such losses shall remain subject to Section 9 of the Rental Agreement.

**d) Fee**

Customer shall pay a fee equal to 15% of the charges under the Rental Agreement in exchange for participation in RPP as set forth in this addendum.

**e) Authority to Sign**

Any individual signing this Addendum represents and warrants that he/she is of legal age and has the authority and power to sign this Addendum on their own behalf or for the Customer.

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Customer Signature

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Date

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Customer Name Printed

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Delivered by

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Date