

TERMS AND CONDITIONS OF RENTAL CONTRACT – SAVOY EQUIPMENT LTD.

For good and valuable consideration, you and Savoy Equipment Ltd., a BC Company incorporated under the laws of the Province of British Columbia, also referred to herein as "Lessor," "SE," "we," "us" and "our"), agree as follows:

- Definitions:** As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1; "Site" means the address set forth on P.1 where the Item(s) is/are to be delivered and/or used; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer," "Lessee" and/or "Guarantor" (as applicable) identified on P.1.
- Terms:** You agree to rent from SE the Rented Item(s) for the period(s) specified on P.1 (the "Term"), to pay our stated rental rate(s) (the "Rent") together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all loss, theft, injuries, and damages of, to, or associated with such Item(s) until all Item(s) is/are returned to and accepted by SE in the return condition required under this Contract (including § 6). Unless otherwise agreed by SE in writing, all rental rates are for normal use of the Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, or 160 hours 28-Rental Day period (zero hours are permitted for all uncharged-for periods). Additional Rent at our highest incremental rate will be charged for late returns and overuse. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder to account for time in transit, Act(s) of God, event(s) of force majeure, or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by SE in writing, you agree: (a) to pay us the Estimated Rent together with any deposit specified on P.1 before the Term (together, the "Prepayment") and all other amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount(s) you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE**. You agree to fully and timely pay all taxes (including without limitation, all motor fuel, Goods and Services (GST), Provincial Sales (PST) and other taxes), tolls, fines, fees, assessments, and other charges related to each item and/or the transactions contemplated in this Contract allowable or required under the laws of the Province of British Columbia and the federal laws of Canada. All amounts due hereunder but not timely paid will bear interest at the lesser of 24% per annum or the highest rate permitted under applicable law. You authorize us to charge all amounts coming due hereunder to any debit or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You will pay us the maximum lawful charge for any cheque you write which is returned unpaid.
- Delivery / Retrieval:** You will ensure that the Site is reasonably clean, safe, secure, and fit for delivery and use of the Item(s). If we provide any services (e.g., delivery, retrieval, equipment servicing, or maintenance), you will: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel has full access to the Site. We will not be responsible for delay(s) caused by any acts or omissions of/by you, your agents, employees or contractors, or any other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless SE, our agents, employees, and contractors. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition, quality, defects, and quantities of the Item(s) and the Site). Anything remaining with, in, or on any Item upon return will, at our option, be deemed abandoned. **CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THE RENTED LOAD IS COMPLETELY SECURE AND FIT FOR HAULING.**
- Title:** SE owns and retains title to all Rented Item(s) at all times. **You will have exclusive control over the Item(s) during the Term, provided that you fully comply with this Contract. You SHALL NOT permit the taking or existence of any lien, claim, security interest, or encumbrance on any Item; have any title or ownership interest in or with respect to any Item; or loan, share, transfer, sublease, store, surrender or assign any Rented Item or this Contract, without our prior written consent (in our sole discretion).** SE may substitute Item(s) and/or sell or assign all or any part of its interests in one or more Item(s) of this Contract, in which event, you will remain to the assignee, who shall not be responsible for any pre-existing obligations or liabilities of SE.
- Instructions:** VARIOUS FEDERAL, PROVINCIAL, TERRITORIAL AND/OR LOCAL JURISDICTIONS, AND/OR STANDARD SETTING BODIES IN CANADA, INCLUDING WITHOUT LIMITATION, THE CANADIAN STANDARDS ASSOCIATION ("CSA"), THE CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY ("CCOHS"), THE APPLICABLE MINISTRY(IES) OF LABOUR, HEALTH CANADA, ENVIRONMENT CANADA, CANOSH, AND PROVINCIAL/TERRITORIAL OCCUPATIONAL HEALTH AND SAFETY OR "WORKSAFE" AUTHORITIES, MAY REQUIRE PERFORMANCE OF SPECIFIC INSPECTIONS, MAINTENANCE, REPAIRS AND/OR REPORTING, AND/OR THAT ONE OR MORE OPERATORS OF THE ITEM(S) BE TRAINED AND/OR CERTIFIED BY ONE OR MORE PUBLIC, PRIVATE OR MILITARY TRAINING OR CERTIFICATION AUTHORITIES. You agree to fully and timely comply with all applicable laws, rules, standards, regulations, guidelines and ordinances pertaining to each Rented Item (including without limitation, **THE FOREGOING**, as well as all ASSP, ASME, MHSA, ACRP, IEEE, IBC, SAIA, and/or ANSI standards, rules, regulations, and certification requirements). YOU WILL ENSURE THAT: (A) ONLY INDIVIDUALS WHO MAINTAIN CURRENTLY VALID AND APPROPRIATE LICENSES AND CERTIFICATIONS FROM ALL APPLICABLE GOVERNMENTAL AUTHORITIES AND/OR OTHER ISSUING BODIES OPERATE OR HAVE ACCESS TO THE RENTED ITEM(S); and (B) all Transport Canada and similar Provincial and/or Territorial requirements are fully and timely satisfied. Upon the earlier of your receipt or the delivery to the Site of the Rented Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair, fully charged and/or fueled (as applicable); (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected not based on any recommendation by us, carefully examined, counted and tested by you and/or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any (collectively, "Instructions"); (ii) will fully comply therewith (including all site assessment and SAFETY requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notices to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (Call 1-800-474-6886 and go to <https://www.bc1c.ca> at least 5 working days (but no more than 14 calendar days) in advance); (vi) will promptly notify the police and SE in the event of any theft or accident involving the Rented Item(s); (vii) will comply and ensure that all others fully comply with this Contract at all times; and (viii) agree to notify SE if any of the above requirements is/are breached, incorrect, or misleading.
- Equipment Return:** You agree to protect, properly maintain and care for all Rented Item(s), keep the Item(s) safely stored and locked when not in use, and return Items to us on time at the end of the Term, complete (with all original batteries, cords, attachments and peripherals), clean, free of contamination (including without limitation, asbestos, beryllium, silica and pathogens), in good order, condition, and repair, properly serviced and maintained, and if applicable, fully charged and/or full of the appropriate fuel, fluids, and lubricants. If you fail to comply, you will promptly pay SE, in addition to the amounts specified on P.1: (a) Rent at our highest incremental rate(s) until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. **You shall not, nor permit anyone else to: (i) text, email or otherwise use any handheld communication device while operating any Item; (ii) use any Item while under the influence of any intoxicant(s) (including, without limitation, CANNABIS, CANNABINOIDS AND ALCOHOL, whether or not legal or medicinal); (iii) abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Item(s); (iv) violate any law, instruction, insurance policy or warranty; (v) expose any Item(s) to any flammable, harmful or hazardous substance(s) or circumstance(s); (vi) disable, misuse or circumvent any safety equipment or device(s) in or on any Item(s); or (vii) take possession of or exercise control over any Item(s), without our prior consent.**
- Malfunctions:** You agree (and shall cause all others using the Items) to immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"). In the event of a Malfunction, you will immediately notify and return the Malfunctioning Item(s) to SE. Provided that the Malfunction did not result from or in connection with any wrongful or negligent act or omission of/by you or anyone you permit to use or otherwise deal with any Rented Item, or your breach of any provision of this Contract, SE may, at its option: (i) repair the Malfunctioning Item; (ii) provide you with a comparable Item; or (iii) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** SE shall have no other obligation(s) regarding Malfunctions, all of which **YOU WAIVE, TOGETHER WITH ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL, AGGRAVATED, AND PUNITIVE DAMAGES.**
- WARNING:** The Item(s) can be DANGEROUS and should be fueled, charged, maintained, and used with EXTREME CARE. ONLY FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED,

- INSTRUCTED, TRAINED, FAMILIARIZED, AND LICENSED, ADULT USERS AND OPERATORS.** YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL SUCH PARTIES and ensure that each such Item is fueled, charged, used, operated and occupied safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the Site (unless otherwise specifically agreed by SE in writing); (d) by properly trained, familiarized, qualified, certified and licensed adults; and (e) in full compliance with this Contract, the Instructions, and all applicable warranties and insurance policies, at all times.
- NO WARRANTIES: SE IS NOT THE MANUFACTURER OR DESIGNER OF ANY ITEM(S).** ALL OF WHICH ARE PROVIDED "AS-IS." SE MAKE(S) NO WARRANTY(IES), EXPRESS, STATUTORY, OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, QUALITY, SUITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING UNDER OR CORRESPONDING TO ANY "SALE OF GOODS ACT" OR FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF SE, NOR DOES SE MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH WARRANTIES YOU HEREBY WAIVE. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY SE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- ASSUMPTION OF RISK: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ELECTRIC SHOCK, ILLNESS, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, including all liabilities, claims, damages, losses, costs, fees and expenses arising from and/or in connection with the selection, provision, inspection, design, manufacture, fueling, charging, use, loading, unloading, transportation, demonstration, installation, cleaning, storage, servicing, maintenance, repair, delivery and/or retrieval of such Item(s) and/or service(s), whether or not your fault (collectively, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, SE, its respective parents, affiliates and subsidiaries, and all respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, and all other liabilities, claims, damages, losses, costs and expenses arising from or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof; and (C) WAIVE ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, AGGRAVATED, AND PUNITIVE DAMAGES against each Indemnitee. **Our maximum liability in connection with this Contract is limited to the amount(s) actually received by us from you hereunder.****
- Insurance:** You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all trailers included with or in the Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) replacement cost contents insurance for all contents thereof. Such policies shall, whenever possible: (A) name SE as an additional insured and loss payee; (B) waive subrogation against us; (C) be primary and non-contributory; and (D) include a severability of interests clause and any other provisions (including deductibles) as we may require. You irrevocably appoint SE as your agent and attorney-in-fact to submit, negotiate, and settle claims on all such policies.
- Damage Waiver:** If and only if we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 80% of the first \$2,500 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)") in the aggregate across all Covered Items; provided that you will remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (a) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (b) theft or other failure to timely return Covered Item(s) to us; (c) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, data, batteries, keys, glass, tires, tubes, tracks, booms, belts, chains, knobs and hoses; (iv) 20% of the first \$2500 of repair/replacement costs; and (b) all repair/replacement costs exceeding \$2,500 in the aggregate across all Covered Item(s). **You may decline LDW ONLY if you provide the property damage/inland marine insurance referenced in § 11.** Your insurance will continue to apply and remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
- Liens:** To the maximum extent permitted under applicable law, you grant to SE a lien on all real and personal property placed in, on, and/or improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems), the Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be SE's property. If any performance required of SE shall be delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence, threat, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic, and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance.
- Defaults and Remedies:** This is a "net" rental. Your duties hereunder are unconditional and not subject to any reduction, setoff, or counterclaim. If you or any Guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Item(s) shall be lost or, except to the extent covered by LDW per § 12, damaged, you will be in **DEFAULT** under this Contract, whereupon, SE may with or without legal process or notice (and without liability to you or any Guarantor), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict and/or disable any Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage, including without limitation, any and all damage to crops, flora and/or fauna (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any Guarantor our associated damages, losses, costs and expenses **FOR WHICH YOU WILL BE PERSONALLY LIABLE** (including Rent for the scheduled Term, overtime, loss of use, interest, attorneys' fees, repossession and collection costs, and punitive and aggravated damages for civil fraud; and/or (vii) pursue any other rights or remedies available in connection (herewith, all of which shall be cumulative. You waive all statutes of limitations regarding our rights and remedies and **acknowledge that this Contract is a business agreement for such purpose.** Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies.
- Laws and Venue:** This Contract shall be governed by and enforceable under the laws of the Province of British Columbia and the federal laws of Canada applicable therein (unless waived by SE). At SE's option, disputes arising hereunder shall be submitted to binding **ARBITRATION** in accordance with the Canadian Arbitration Association before a single arbitrator and in a location selected by SE. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely and exclusively in the federal and provincial courts located in or nearest to or in nearest to Kelowna, BC. You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **The terms of this Contract are severable.** To the extent any provision is deemed invalid or unenforceable by any court or arbitrator of competent. **YOU HEREBY WAIVE ANY RIGHT TO (AND ARE HEREBY STOPPED FROM APPLYING FOR), TRIAL BY JURY.**
- Miscellaneous:** There are no third-party beneficiaries hereto other than the applicable Indemnitees. These Terms and Conditions apply to all Item(s) identified on P.1 and to all other Items you obtain from us at any time (except only as we may otherwise agree). This Contract, and any pictures, videos, and/or addenda we provide, each of which is incorporated herein, represent(s) the entire agreement between you and SE, superseding all other agreements and representations, and cannot be amended or extended except in a writing signed by SE. **Time is of the essence.** This Contract: (i) is a true operating lease, and not a financing; (ii) has been specifically negotiated by the Parties (each waiving any right to claim it constitutes an "adhesion contract"); (iii) is fair and reasonable; and (iv) shall bind and be enforceable by you, SE, the other Indemnitees, and their respective insurers, subrogees, successors and permitted assigns. Digital, electronic, photocopied, and facsimiled signatures and initials appearing on this Contract will be deemed originals.
- THEFT WARNING: Failure to timely return the Rented Item(s) can, in certain circumstances, be considered THEFT, resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION.**

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE