

TERMS AND CONDITIONS

1. DEFINITIONS "Best Way Rentals" means Best Way Rentals Inc. "Equipment" means, individually and collectively, the items of equipment described on the first page of this agreement, and shall include any Accessories delivered to the Customer. "Accessories" means any and all accessories, attachments and other items furnished to the Customer for use with the Equipment including, but not limited to, air hoses, electric cords, blades, welding cables, liquid fuel tanks, nozzles, printed matter, and other similar items. "Customer" means the person or entity identified as the Customer on the first page of this agreement, including any representative, partner, agent, officer or employee thereof and all others over whom the Customer might reasonably be expected to exercise control. "Store Location" means the Best Way Rentals address which is identified at the end of this rental agreement.

2. AUTHORITY TO SIGN. Each individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this rental agreement as or for the Customer.

3. DISCLAIMER OF WARRANTIES. Best Way Rentals MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMERS INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, BEST WAY RENTALS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

4. INDEMNITY / HOLD HARMLESS / DAMAGES. Customer acknowledges and assumes all risks inherent in, arising from or in any way connected with the operation and use of the Equipment, While in possession of the Equipment, Customer will take all necessary precautions to protect persons and property from any injury or damage. Best Way Rentals (which term, when used in this paragraph, shall include Best Way Rentals, its agents, officers, employees and other persons for whom Best Way Rentals is legally responsible, shall not be responsible for any injury, loss or damage of whatsoever nature or kind, howsoever Caused, including without restriction any loss, damage or injury caused by, resulting from or in any way Connected with the operation or use of the Equipment, any defect, malfunction or disrepair of Equipment or any misrepresentation, inaccuracy of deficiency of or contained in information or instructions given or provided by Best Way Rentals (in whatever form or manner or contained in any manual or other printed material furnished by Best Way Rentals. Customer hereby releases Best Way Rentals and agrees to defend, indemnify and hold Best Way Rentals harmless from and against any and all liability, costs, claims and damages of any kind (including legal costs) sustained by the Customer or by any other person or entity, caused by, resulting from, or in any way connected with the Equipment or this agreement, and including without limitation, any damage to, or loss or destruction of property belonging to the Customer or any other person or entity, any bodily injury (including death), personal injury or loss, damages for personal discomfort, illness or distress, or any consequential injury or damage including any loss of profits, business interruption or other special or consequential damages), howsoever caused.

5. RECEIPT, INSPECTION AND USE OF EQUIPMENT. Customer acknowledges that it has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any; Solid City Rentals is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, provincial, and federal laws, by-laws, Ordinances and regulations, which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily (or more frequently if required by Equipment specifications or good operating practices) and to immediately notify Best Way Rentals when Equipment needs repair or maintenance. Customer acknowledges that Best Way Rentals has no responsibility to inspect the Equipment while it is in Customer's possession.

6. MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using such Equipment and immediately notify Best Way Rentals. If such condition is the result of normal operation, Best Way Rentals will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Best Way Rentals has no obligation to replace Equipment tendered 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. The Equipment must be returned to the Store Location within twenty-four hours from the time of defect in order to terminate rental charges.

7. RETURN OF EQUIPMENT. At the expiration of the term, Customer will return the Equipment to the Store Location in as good condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. Customer's right to possess the Equipment terminates on the expiration of the rental period set forth on page one of this agreement and retention of possession after this time is a material breach of this rental agreement. TIME IS OF THE ESSENCE of this agreement.

8. DAMAGED AND LOST EQUIPMENT. Customer shall be liable for all damage to or loss of the Equipment including any damage during transit to or from Customer; provided that if Best Way Rentals has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment from the time of delivery to Customer until picked up by Best Way Rentals. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Best Way Rentals for any reason whatsoever, Customer will pay Best Way Rentals the then full replacement list value 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 Best Way Rentals the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed.

9. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, 40 hours per week) basis. The following shall not be considered reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Best Way Rentals expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing & misalignment of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Best Way Rentals and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

10. LATE RETURNS. Unless Best Way Rentals agrees in writing to extend the rental period, Equipment must be returned to the Store Location on the due date not later than the time shown on the first page of this agreement. Late returns are subject to additional charges of 1/6 of the daily rate for each hour the Equipment is retained beyond the expiration of the rental period. Customer shall be responsible for any damage to or loss of the Equipment in the event the Equipment is returned after regular business hours.

11. RENTAL PERIOD AND CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves Best Way Rentals yard and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an eight hour day, 40 hours per week, 160 hours per month. When operation is in excess of 8 hours per day, but less than 16 hours, a shift premium of 1.5 times is applied to our standard one shift rate and for shifts in excess of 16 hours a shift premium of 2 times our standard rate will apply.

12. PAYMENT. All rental charges shall be due and payable in full prior to the departure of the Equipment from Best Way Rentals, with any additional charges (ie, fuel, extended run time other than expected) due at the time of return/pick up. Deposit for equipment keys will be refunded only if they are returned with the equipment. Only customers with approved credit will be eligible for net 30 day terms, following the date of Best Way Rentals invoice. All overdue invoices are subject to 2% of the balance after 30 days.

13. FAILURE TO DELIVER. Customer releases and discharges Best Way Rentals from any and all liability or damages (including, without limitation, damages for loss of profit, loss of business opportunity and other economic loss) which might be caused by Best Way Rentals failure or inability to deliver any Equipment by any specified date or time.

14. TITLE / NO PURCHASE OPTION / NO LIENS. This agreement is not a contract of sale, and title to the Equipment shall at all times remain with Best Way Rentals. Unless covered by a specific supplemental agreement signed by Best Way Rentals, the 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 (including, without limitation, liens under the Repair and Storage Liens Act (Ontario) and other similar legislation). Customer shall notify Best Way Rentals immediately if the Equipment is or becomes liable to seizure and shall indemnify Best Way Rentals and hold it harmless from and against any and all claims, costs, actions, damages and expenses (including legal costs on a solicitor and its own client basis) resulting from or in any way connected with any such liens or encumbrances.

15. TIRE / TUBE REPAIR OR REPLACEMENT. Repair or replacement of tires and tubes is the Responsibility of the Customer, and is not included in the rental rate.

16. DEFAULT. Should Customer in any way fail to perform, observe or keep any provision of this rental agreement. Best Way Rentals may at its option do any one or more of the following: (a) terminate this agreement; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) retake possession of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law, in equity or otherwise.

17. REPOSSESSION OF EQUIPMENT. Without limiting the generality of the previous paragraph, in the event of any actual or anticipatory breach by Customer. Best Way Rentals' employees or agents, may without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment, Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Best Way Rentals in retaking the Equipment.

18. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at its sole cost, throughout the entire rental period, (i) comprehensive general liability insurance against claims for bodily injury (including death), personal injury and property damage, and (ii) legal liability, property damage and casualty insurance for an amount or amounts not less than the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement, such policies to be in forms and amounts sufficient to cover any loss, damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment. When requested, Customer shall supply to Best Way Rentals proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and earning Best Way Rentals as loss payee and additional insured: such insurance and evidence thereof to be in amounts and forms satisfactory to Best Way Rentals. The Certificate of Insurance and policy shall provide that Best Way Rentals shall receive not less than thirty (30) days' notice prior to any cancellation of the insurance required hereunder.

19. ENTIRE AGREEMENT / ONLY AGREEMENT. This written agreement represents the entire agreement between the Customer and Best Way Rentals. There are no oral or other representations or agreements not included herein. None of Best Way Rentals rights or Customer's rights may be changed and no extension of the terms of this agreement may be made except in writing, signed by both Best Way Rentals and Customer. The use of Customer's purchase order number on this agreement is for Customer's convenience only. This rental agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this rental agreement.

20. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, sub-rent, assign or loan the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the location set forth on the front page of this form unless Best Way Rentals approves otherwise in writing.

21. OTHER PROVISIONS. (a) Any failure of Best Way Rentals to insist upon strict performance by Customer of any terms and conditions of this agreement shall not be construed as a waiver of Best Way Rentals right to demand strict compliance. Customer has carefully reviewed this agreement and waives any principle of law which would construe any provision hereof against Best Way Rentals as the drafts person of this agreement; (b) Customer agrees to pay all reasonable costs of collection, legal and court costs (on a solicitor and his own client basis) and other expenses incurred by Best Way Rentals in the collection of any charges due under this rental agreement or in connection with the enforcement of its terms. (c) Customer shall pay the rental charge without any offsets, deductions or claims; (d) The agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Ontario courts shall have exclusive jurisdiction over all matters relating to this agreement. Trial by jury is waived, Service of process may be effected by certified mail, return receipt requested or in any other manner permitted by law. Best Way Rentals shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available; (e) Notwithstanding any other provision of this agreement, Best Way Rentals may from time to time resort to any and all of the rights and remedies available to it in the event of any default hereunder by Customer, either by any provision of this agreement, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions herein as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Best Way Rentals by statute or the general law; (f) If any provision of this agreement is held to be illegal or unenforceable it shall be considered separate and severable from this agreement and the remaining provisions shall remain in force to the fullest extent permitted by law; (g) This agreement shall be binding upon the parties, hereto, their respective heirs, legal representatives, successors and assigns. No rights, however, shall ensure to the benefit of any sub-lessee or assignee of Customer. **CRIMINAL WARNING:** The use of false identification to obtain Equipment or the failure to return the Equipment by the Date Due In may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal



Best Way Rentals