

Rental and Sales Agreement
Terms and Conditions

1. **AGREEMENT – As-Built Construction Supplies Co. Ltd.** (“As-Built”) and the customer (the “Customer”) acknowledge and agree that: (a) The terms and conditions contained in this agreement (the “Agreement”) represent the entire agreement between the parties; (b) Supersede all prior agreements, representations and understandings of the parties, written or oral, with respect to the subject matter of this Agreement; (c) Shall govern the rental or sale, as the case may be, of any and all equipment by As-Built; and (d) The term “Equipment” as used herein shall refer to all such equipment. Where the Customer is renting Equipment from As-Built, the Agreement shall constitute a rental agreement and where the Customer is purchasing Equipment from As-Built the Agreement shall constitute a purchase agreement. Where there is a credit agreement between As-Built and the Customer and any guarantee agreement provided on behalf of the Customer, both of which, if applicable, form part of this Agreement. No terms and conditions of the Customer, whether in a contract or otherwise, shall be binding on As-Built unless such terms and conditions are expressly accepted in writing by As-Built.
2. **RENTAL PERIOD –** The rental period and rental charges start upon shipment from As-Built and end when the Equipment is returned to As-Built. All rentals will be charged on a minimum 28-day month. No credits will be issued for Equipment returned within the first 28-day period. If Equipment is returned during the second or subsequent 28-day period, As-Built may, at its sole and unfettered discretion, prorate on a per day basis.
3. **PAYMENT –** Payment in full must be made by the Customer net thirty (30) days from the date of invoice for the Equipment. In the event the Customer fails to pay any invoice as required, the Customer agrees to pay interest on such delinquent invoice until same is fully paid, at the rate of 2% per month. All costs incurred by the Customer are for the Customer’s account including without limitation, the cost of transporting, loading, unloading, assembling, disassembling, and insuring the Equipment.
4. **RENTAL SHIPMENT & RETURN –** All rental Equipment is shipped FOB As-Built’s yard unless expressly agreed otherwise. All rental Equipment must be returned freight prepaid and bundled and banded in similar condition as shipped (failure to do so could result in the load being refused and returned at Customer’s expense). Counts on returns by As-Built will be done at As-Built’s yard with its representative and at As-Built’s first available opportunity. The Customer shall return the Equipment to As-Built in the same condition as taken, normal wear and tear excepted, provided that: (a) If the Equipment is lost or damaged beyond repair, as reasonably determined by As-Built, the Customer shall pay As-Built the cost of repairing same plus the full rental rate for the Equipment until same is replaced; (b) If the Equipment is damaged but remains repairable, the Customer shall pay to As-Built the cost of repairing same plus the full rental rate for the Equipment until same is repaired; and (c) If the Equipment is not returned in clean condition, the Customer shall pay As-Built the cost of cleaning same plus the full rental rate for the Equipment until same is cleaned. Until return of the Equipment to As-Built, the Customer acknowledges and agrees that: (d) It must hold the Equipment in a safe and secure manner; and (e) All loss of or damage to the Equipment while on rental or in the Customer’s care, custody or control whether exclusive or not, and whether or not due to the fault of the Customer, will be the sole responsibility of the Customer.
5. **EQUIPMENT RETURNS & REIMBURSEMENT –** With respect to the return of unused Equipment: (a) Standard Equipment may be returned within two (2) days of receipt by the Customer, subject to a 25% restocking charge plus all freight charges paid by the Customer; and (b) Returns will not be accepted for used Equipment or for unused non-standard Equipment or Equipment designed for a specific project. Proof of purchase will be required on all returns of unused Equipment.
6. **INSPECTION & OPERATION –** The Customer shall inventory and inspect all Equipment deliveries upon arrival. Count discrepancies or damaged Equipment must be reported to As-Built, in writing, within two (2) days of receipt of the Equipment failing which the Customer is conclusively deemed to have accepted that the proper Equipment and quantities have been received and that the Equipment is in good condition and running order, without broken or worn parts, and in clean and unmarred condition. No credits or refunds will be issued if proper notice is not given. If the Equipment fails to operate properly or needs repair, Customer shall immediately cease using it and immediately notify As-Built in writing.
7. **RENTAL EQUIPMENT USE –** All Equipment must remain on the jobsite initially delivered to and cannot be transferred to another. The Customer agrees not to subject the Equipment to abuse or misuse including but not limited to welding, cutting, drilling, bending, splicing, denting or unauthorized alteration. Such acts will result in damage assessment charges that could, at As-Built’s sole and unfettered discretion, equal the full replacement value of the Equipment.
8. **PROPERTY & TITLE –** The Equipment remains the property of As-Built unless purchased by the Customer and the purchase price paid in full. In the case of a rental, title to the Equipment shall remain vested in As-Built and nothing in this Agreement shall be deemed to have the effect or conferring upon the Customer any right or title whatsoever in or to the Equipment.
9. **DRAWINGS –** Layout drawings, schematics, engineering drawings, shop drawings and all other documentation provided by As-Built with respect to Equipment are intended only to conceptually illustrate a method or methods for assembling, using or disassembling the Equipment and may serve only as suggestions with respect to same and are not a warranty. As-Built makes no representations or warranties with respect to the accuracy, completeness or correctness of such documents and expressly disclaims all liability with respect to same.
10. **INSURANCE –** The Customer agrees, at its own expense, to obtain and maintain during the term of this Agreement commercial general liability insurance coverage. This coverage shall include but not be limited to, products liability and completed operations coverage, and should contain contractual liability coverage. The policy limit shall be \$10,000,000.00 per occurrence for bodily injury, death and property damage in respect of the maintenance, use, operation, possession, storage,

erection, disassembling, servicing or transportation of the Equipment. Without limiting the generality of the foregoing, the commercial general liability policy shall: (a) Include As-Built and its representatives and employees as additional insureds, and shall include a broad form vendor endorsement; (b) Contain a separation of insureds/cross liability clause; (c) Contain no exclusions for work done by subcontractors of the Customer; and (d) Provide that same will not be cancelled without at least thirty (30) days prior written notice to As-Built. The Customer also agrees, at its own expense, to obtain and maintain during the term of this Agreement "all risks" property insurance coverage for the replacement value of the Equipment which expressly covers non-owned equipment while in the Customer's care, custody or control and which includes As-Built as a loss payee. The Customer shall provide As-Built with proof of the insurance policies specified herein by way of a copy of the policies or certificates of insurance evidencing the insurance coverage in force. The insurance policies specified herein shall contain a waiver of any subrogation rights against As-Built.

11. **CUSTOMER'S RESPONSIBILITIES** – The Customer acknowledges and agrees that it has the duty and responsibility to: (a) inspect the Equipment prior to use; (b) Determine whether the Equipment is fit for the Customer's intended purpose; (c) If applicable and/or required, prepare necessary plans, drawings and engineering to ensure a safe and appropriate method for the maintenance, use, operation, possession, storage, assembly, disassembly, servicing or transportation of the Equipment under the circumstances of the Customer's project; (d) Maintain, use, operate, possess, store, assemble, disassemble, service and transport the Equipment in a safe and appropriate manner; (e) Maintain, use, operate, possess, store, assemble, disassemble, service and transport the Equipment only in accordance with the manufacturer's instructions, technical data sheets, material safety and data sheets and any other relevant guides; (f) Obtain the necessary and required approval(s) from the engineer of record with respect to all layout drawings, schematics, engineering drawings, shop drawings and all other documentation provided by As-Built with respect to the Equipment.
12. **DEFAULT & TERMINATION** – Should the Customer fail to make payment for more than five (5) days after it becomes due, or becomes bankrupt, insolvent or have a receiver appointed, or fail to maintain or operate or to return the Equipment as provided in the Agreement, or breach any other provision of this Agreement, As-Built may, at its sole and unfettered discretion, do any, some or all of the following: (a) Terminate this Agreement; (b) Re-take possession of the Equipment without becoming liable for trespass wherever the Equipment may be situated; and/or (c) Recover all amounts due, full damages for any damage to the Equipment and all expenses (including, without limitation, actual legal costs on a solicitor and own client basis) incurred in obtaining the return of the Equipment or enforcing any provision of this Agreement.
13. **WARRANTY** – As-Built makes no warranties, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, its merchantability or fitness for a particular purpose, or that it is suited for the Customer's intended use. The Customer hereby: (a) Irrevocably waives any and all rights with respect to any implied terms or warranties under the provisions of the Sale of Goods Act, R.S.B.C. 1996, c. 410, as amended; and (b)

Acknowledges and agrees that there are no representations, warranties, collateral agreements or conditions, whether direct, indirect or collateral, express or implied, which induced the Customer to enter into this Agreement or on which reliance is placed by the Customer other than as expressly set out herein.

14. **MANUFACTURER'S DEFECTS** – Should the Customer within 5 days of taking ownership of any Equipment, notify As-Built of any defect of such Equipment which is covered by warranty provided by the manufacturer of such Equipment, the Customer shall return such alleged defective Equipment to As-Built and As-Built shall, provided that such Equipment shall not have been modified or incorporated into any work or project and subject to confirmation of such defect by As-Built and the manufacturer, at its sole and unfettered discretion provide the Customer with either a replacement of such Equipment, or alternatively, a credit note or refund equal to the price paid by the Customer to As-Built for such defective Equipment. Such replacement, credit note or refund, as the case may be, shall be the sole remedy available to the Customer as against As-Built in respect of any defective Equipment, and is the sole benefit of the Customer and accordingly shall not be capable of transfer or assignment to any other party. Should As-Built assess that the Equipment does not contain any defect covered by any manufacturer's warranty, As-Built shall inform the Customer of the same and shall, at As-Built's option, either return the Equipment to the Customer or make the Equipment available to the Customer for collection. To the extent that any manufacturer of the Equipment provides any warranty with respect thereto and such warranty is capable of assignment without the manufacturer's consent, such warranty is hereby assigned by As-Built to the Customer effective as at the date upon which title in the Equipment transfers to the Customer, provided that there shall be no assignment of any such warranty for any Equipment in respect of which the Customer is entitled to receive a replacement, refund or credit note from As-Built in accordance with this Section 14 until the time period within which the Customer must notify As-Built of such defective Equipment shall have elapsed.
15. **INDEMNITY** – The Customer shall indemnify and hold harmless As-Built, its officers, directors, employees, agents, insurers, sureties and assigns, from and against all claims, demands, losses, costs (including, without limitation, actual legal costs on a solicitor and own client basis), damages, actions, suits, or proceedings whether same are (a) Suffered by the Customer arising out of or relating to this Agreement or the Equipment; or (b) In respect of claims by third parties that arise out of, or are attributable in any respect to the Customer's involvement as a party to this Agreement or the Equipment.
16. **LIMITATION OF LIABILITY & RELEASE** – The Customer acknowledges and assumes all responsibility and risk with respect to the maintenance, use, operation, possession, storage, assembly, disassembly, servicing or transportation of the Equipment by the Customer, and hereby releases, remises and forever discharges As-Built from any and all past, present and future losses, claims, suits, demands, actions, causes of action, liabilities, penalties, costs, expenses, judgements and damages of any nature or kind whatsoever, whether under contract, tort (including negligence and negligent misrepresentation) or any other theory of law or equity that arise or accrue from, as a result of, in relation to, or in connection with, this Agreement and/or the use of the

Equipment by any person, including, but without limitation, loss or damage to any person's property, or personal injury to, or death of, any person, and whether or not caused or contributed to by a negligent act or omission of As-Built or the failure by As-Built to fulfill any provision of this Agreement. As-Built shall not be liable under any circumstances to compensate or indemnify the Customer for any indirect, special, consequential or punitive losses or damages, including loss of profit, loss of revenue, loss of use of the Equipment, cost of substitute equipment, loss of business, downtime costs, delay, loss of goodwill or claims of customers of the Customer, even if same arise wholly or partly through the negligent act or omission of As-Built or the failure by As-Built to fulfill any provision of this Agreement, and even if As-Built has been informed of the possibility of such damages by the Customer or any other person. The failure of performance by As-Built due to causes beyond As-Built's reasonable control will not be deemed a default of As-Built under this Agreement. The Customer acknowledges and agrees that the foregoing is an allocation of risk constituting, in part, the consideration for this Agreement.

of the context of such clauses or sub-clauses, and, as such, shall not be taken into consideration in or affect the interpretation or construction of this Agreement: and (g) No failure or delay on the part of As-Built to exercise any right, power or privilege hereunder shall operate as a waiver thereof.

17. **FORCE MAJUER** – Should As-Built be delayed in supplying or delivering any product to the Customer as a result of any reason beyond its control, including without limitation, as a result of war, insurrection, civil disturbances, pandemic, labor disputes, strikes or lock-outs, acts of God, acts of any government branch or authority or the inability of As-Built or any manufacturer to obtain products or raw materials or components, As-Built shall: (a) be relieved from the performance of its obligations so affected for the duration of such event or condition; and (b) have no liability for any loss occasioned as a result of such delay or non-performance.
18. **LIENS** – The Customer agrees to fully and promptly furnish As-Built with the information needed or requested by As-Built for proper filling out and filing of a claim of lien pursuant to the Builders Lien Act, S.B.C. 1997, c 45, as amended (the "BLA"). The Customer acknowledges that this Agreement constitutes an acknowledgement of receipt of the Equipment for the purposes of section 29 of the BLA and that the Equipment was received for inclusion in an improvement at the address provided on the first page of this Agreement.
19. **GENERAL** – The parties agree that: (a) This Agreement shall be construed in accordance with the laws of British Columbia and Canada, as applicable, and the parties attorn to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute arising out of or connected with, directly or indirectly, this Agreement; (b) In the event that one or more provisions of this Agreement or any part(s) thereof are declared invalid the remaining provisions shall remain valid and binding upon them in all respects; (c) All provisions of this Agreement shall be binding upon and ensure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns; (d) The Customer shall not assign this Agreement without the prior written consent of As-Built; (e) As-Built is a dealer or distributor for other manufacturers and is not an agent for any manufacturer; (f) The division of this Agreement into clauses and sub-clauses and the insertion of descriptive headings of clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions