

EQUIPMENT RENTAL

Terms and Conditions

TERM: The Rental begins the moment the Customer has picked up and signed for the specified equipment and continues through until the agreed upon time on the Rental Agreement & Details form, when the equipment is returned to Imagénie Inc. Office or with a recognised Imagénie Inc. Representative.

TITLE AND RISK OF LOSS (RENTAL ITEMS): Title to and risk of loss of all products shall pass to the Customer as soon as the equipment has been picked up and signed for at Imagénie Inc..

TAX: Customer will have sole responsibility for the payment of all duties and taxes. Prices for the Products or Services exclude all sales, value added, and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered under this agreement. The amount of any present or future taxes and duties will be added to the purchase price and must be paid by Customer. If Customer claims any exemption, Customer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

PAYMENT: Due 30 days from date of invoice. A 1.5% late charge per month may be billed for invoices older than 30 days.

WARRANTY: Imagénie Inc. warrants that, upon initial rental agreement, equipment will meet manufacturer's specifications. Unless Customer gives Imagénie Inc. notice of any defect within 4 hours after receipt, it shall be presumed that equipment was received in good condition. The foregoing warranty shall not apply to any damage to equipment caused by accident or misuse, and Imagénie Inc. shall not be responsible for any delays or failures in making repairs, post calibration or replacement due to unavailability of parts, labor strikes, delays in transportation, or other causes beyond its reasonable control. Imagénie Inc. disclaims all other warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose of the equipment or that the

equipment will not infringe upon any patent or proprietary right of any third party.

USE OF EQUIPMENT: Customer shall use equipment in a proper manner in compliance with all laws and other governmental requirements and the manufacturer's instruction and shall keep the equipment free from all liens and encumbrances. Customer shall bear the entire risk of loss or damage to the equipment from any cause.

RETURN OF RENTAL EQUIPMENT: Customer shall return equipment to Imagénie Inc., in substantially the same condition, using the same packaging materials as when first received. Lost packaging materials (foam inserts) will be billed \$150/set. Customer shall be responsible for and pay Imagénie Inc. replacement cost of any lost or materially damaged rental equipment (during rental, return shipment, or outbound collect shipment) as well as cost of restoring any equipment returned with damage or extraordinary wear and tear. If customer does not make agreed upon rental payments in timely manner, Imagénie Inc. reserves the right to repossess equipment by any appropriate means at Customer's expense. Customer agrees to make equipment available to Imagénie Inc. upon request. Customer shall be responsible for rental accrual as well as replacement cost.

DEFAULT AND REMEDIES: Customer shall be in default hereunder for failure to pay, when due, any sum due to Imagénie Inc. or failure to perform any other obligation owing to Imagénie Inc. or if any bankruptcy or similar proceedings under federal or provincial law shall be filed by or against customer. Upon the occurrence of any such default Imagénie Inc. may at any time during the continuance thereof, and in addition to all other rights and remedies available herein, at law and inequity, (1) terminate the rental of all equipment rented to customer, (2) require customer to assemble and return all rental or purchased equipment, or repossess all such equipment, and/or (3) recover from Customer all amounts payable hereunder. Imagénie Inc. shall not

have any duty to account to customer for the proceeds of any disposition of equipment after return or repossession. No waiver of any default shall waive any other or subsequent default. Customers shall reimburse Imagénie Inc. for all costs and expenses incurred by Imagénie Inc. in enforcing its rights hereunder, including attorney's fees. The rights of Imagénie Inc. and the Customers' shall be governed by the laws of the Provinces of Ontario and Québec.

GENERAL: When a minimum term is specified, the rental rate is fixed for said minimum term. If no minimum term is specified, or upon the expiration of the minimum term, all rental rates and prices shall be subject to change by Imagénie Inc. at any time without notice. Rental, purchase, or exchange of equipment is subject to availability in Imagénie Inc.'s inventory.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract or warranty, tort (including negligence) or otherwise, shall Imagénie Inc. be liable for: (a) any consequential, incidental or exemplary damages, including, without limitation, any loss of profit or revenues, loss of use of any equipment, damage to other equipment, cost of substitute equipment or down-time costs; (b) any claims, demands or actions against Customer by any third party; (c) any loss or claim arising out of the use of or related to the products or services; or (d) any unavailability of the product for use or any lost, damaged or corrupted data or software. Imagénie Inc.'s aggregate liability will be limited to the value of this agreement with Customer.

Customer agrees to indemnify Imagénie Inc. from and against all third-party claims which are brought against Imagénie Inc. resulting from Customer's direct or indirect use of any products purchased or rented. The indemnity obligation shall be broadly construed, and shall include not only indemnification for any third party claims, but also for any and all attorneys' fees, litigation costs and like expenses which

Imagénie Inc. is forced to incur with respect to an indemnified obligation.

INTELLECTUAL PROPERTY: Customer acknowledges that Imagénie Inc.'s Products and all intellectual property associated with same, including but not limited to trademarks, service marks, patents, copyrights, software, design documents, and proprietary know-how and other attributes are the sole and exclusive intellectual property of Imagénie Inc.. No intellectual property rights transfer to Customer as a result of Imagénie Inc.'s sale of its Products or Services unless expressly agreed to in writing. The Customer may not alter, modify, enhance, create derivative works, reverse engineer, de-compile, decrypt, or otherwise reduce the Products or Software without prior written consent of Imagénie Inc.

SOLE AGREEMENT: Imagénie Inc. rents products and equipment only under the foregoing terms and conditions and will not be bound by terms or conditions stated by any purchaser in any offer, acceptance, or other contractual document. Placing an order or accepting pickup of products constitutes acceptance of these terms and conditions. No waiver, alteration, or modification of any of the provisions hereof shall in any event be effective or binding upon Imagénie Inc. unless in writing and signed by a duly authorized employee of Imagénie Inc.

I have read, understood, and Agree to these Terms and Conditions.

Company:

Name:

Address:

Province/Postal Code:

Date:

Signature: