

TriTon Solutions Entreprises

RENTAL AGREEMENT TERMS and CONDITIONS

1. **THE RENTAL PERIOD:** The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which transit to the Customer begin, and the date upon which transit from the Customer ends at the Supplier's unloading point; providing however, that when the equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.
2. **CALCULATION OF RENTAL CHARGES:**
 - (a) **MONTHLY RENTAL RATES** are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the, next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed 160 (one hundred and sixty) hours.
 - (b) **WEEKLY RENTAL RATES** are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours.
 - (c) **DAILY RENTAL RATES** are for a consecutive period of twenty four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours.
 - (d) **OVERTIME CHARGES.** Where a equipment is operated in excess of the above stated hourly maximum, such excess shall be charged at: 1/16th of the monthly rate for each hour in excess of 160 worked in any 28 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any one weekly period; 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day.
 - (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
 - (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Customer returns the equipment to the Supplier before the expiration of such Guaranteed Rental Period.
 - (g) Any period in excess of three weeks but not more than four weeks shall be deemed to be one full month.
3. **PAYMENT:** Rental payment under this agreement shall be paid monthly in advance and the initial payment shall be paid before delivery of the equipment to the Customer or his (its) agent or carrier.

Overdue payments shall bear interest at 18% per annum but the acceptance of this interest shall not waive the Supplier's right hereinafter stated to terminate this agreement.
4. **LOADING, UNLOADING AND TRANSPORTATION:** The Customer, at its own expense, shall transport the equipment to the working location and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving points.

The Customer shall pay all transportation charges from and to the Supplier's shipping and receiving points.
If shipping instructions are not furnished by the Customer, the Supplier may ship the equipment in accordance with its own judgment.
5. **MAINTENANCE OPERATION AND REPAIRS:** The Customer declares that he or its employees understand the operation of the equipment and the application for which it is rented. The Customer shall ensure that the equipment is not subjected to care less of, needlessly rough usage, and shall not remove, after, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment and shall at his (its) own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and restore the equipment to its original condition, reasonable wear and tear excepted, at the expense of the Customer, The Supplier shall have all reasonable rights of inspection during the term of this Agreement.
6. **DAMAGE TO EQUIPMENT:** The Customer agrees to indemnify the Supplier against all loss and damage to the equipment hereby leased, during the rental period, based on the value of such equipment stated in the Details of Equipment. The Supplier shall give notice to the Customer as soon as possible of any claim of the Supplier under this paragraph.
7. **LIABILITY OF CUSTOMER:** The Customer shall indemnify the Supplier against all loss, expenses, penalties, damages condemnations, and law costs which the Supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the equipment by or whilst in the hands of the Customer of the latter's employees, agents or carriers.

The Customer hereby renounces all claims which he (it) may have against the Supplier for any loss or damage which he may suffer either direct or indirectly, be reason of the condition of the equipment or its suitability for the work it may be required to perform.
8. **INSPECTION:** Before the equipment is loaded for transit to the Customer, the Customer may require an inspection thereof made by a competent authority, and if the equipment is proven not to be substantially in the condition required by this Lease, the cost of the inspection shall be paid by the Supplier.

If the Customer fails to have such an inspection made, the equipment shall be presumed for all purposes hereof to be in good condition and, running order when delivered to the Customer or his agent.
The Supplier shall have the right at Any time to enter upon the premises or place where the equipment is located and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the equipment.
9. **TITLE:** Title to the equipment shall at all times remain in the Supplier and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the equipment, other than that of a Customer.

The Customer shall give the Supplier immediate notice in case any of the equipment is levied upon, or from any cause it becomes liable to seizure.
10. If (i) Customer fails to make any payment herein provided for or otherwise fails to perform or keep any term or condition hereof or of any other lease between Supplier and Customer or (ii) the equipment or any part thereof in the opinion of the Supplier is in danger of being seized or attached in any way or (iii) any proceedings in insolvency, bankruptcy, receivership or liquidation be taken against Customer or (iv) Customer shall make an assignment for the benefit of creditors or commit an act of bankruptcy or make a bulk sale of its assets, then Supplier the present value (calculated on the basis of an interest rate of 18% per annum of the total of all amounts, payable hereunder as rental or otherwise to the expiration of the term hereof. Customer agrees that such amounts are liquidated damages. The Supplier shall also recover an Customer shall pay the costs and expenses of Supplier, including reasonable legal fees, incurred to collect the amounts payable hereunder to Supplier. In the event of termination hereof Supplier may, without prejudice to its other rights hereunder, take possession of the equipment wherever the same may be located without demand or notice and without

a court order or other process of law but such taking of possession shall not affect Supplier's rights to recover damages for breach of this lease as herein as herein provided for.

11. **INSURANCE:** The Customer shall at his (its) own expense maintain liability, theft, fire and any other insurance required to indemnify the Supplier or against any loss to or of the equipment to the extent of its value as stated in the Details of Equipment.

This insurance shall be kept in effect from time the equipment is shipped by the Supplier until it is returned to the Supplier or delivered to another Customer of the Supplier.

In the event that insurance is placed by the Customer, the Supplier is to be provided with such evidence of insurance, in a form satisfactory to the Supplier, failing which the Supplier may place the insurance and charge the Customer.

12. **WARRANTIES:** The Supplier makes no representations or warranties respecting the equipment save and except for the warranties available from the manufacturer of the equipment and there are no conditions (expressed, implied, statutory or otherwise) except as expressly stated herein as to any matter whatsoever including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose.

13. **SUB-LETING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his (its) rights under this Lease or in or to any of the equipment hereby leased without the written consent of the Supplier previously obtained, but the Supplier shall be entitled to assign his (its) rights hereunder or in and to any of the equipment hereby leased subject to the observance by the assignee of all the obligations of the Supplier hereunder.

14. **ARBITRATION:** Should any dispute arise between the parties on any matter arising out of this agreement it shall be referred to a single arbitrator. If the parties fail to agree on the selection of the arbitrator, each party shall forthwith appoint his own arbitrator and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by, a Judge of the Supreme Court.

15. **NOTICE:** Any notice to be given by one party hereto to the other shall be in writing and mailed by prepaid registered post to the other party at the address shown in this Agreement, and Such notice shall be deemed to have been received by the addressee on the juridical day next following that on which same has been so mailed.