

January 25, 2022

## TERMS & CONDITIONS FOR THE RENTAL OF EQUIPMENT

The following Terms & Conditions are specific to the rental of Goods and should be read in conjunction with our Terms & Conditions of Sale. They form the basis of our Rental Agreement which the Customer will be asked to sign prior to renting Equipment from Applifast.

### Authority to Sign

Any person signing our Rental Agreement (which includes these Terms & Conditions) represents and warrants that he/she is of legal age and has the authority and power to sign the Rental Agreement as and for the Customer.

### Indemnity/Hold Harmless/Damages

The Customer acknowledges and assumes all risks inherent in, arising from or in any way connected with the operation and use of the Goods. While in the possession of the Goods, the Customer will take all necessary precautions to protect persons and property from any injury or damage. Applifast (which term, when used in this paragraph, shall include Applifast, its agents, officers, employees and other persons for whom Applifast 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 Goods, any defect, malfunction or disrepair of Goods or any misrepresentation, inaccuracy or deficiency of or contained in information or instructions given or provided by Applifast (in whatever form or manner) or contained in any manual or other printed material supplied by Applifast. The Customer hereby releases Applifast and agrees to defend, indemnify and hold Applifast 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 Goods or this agreement and including without limitation, any damage to, or loss or destruction of property belonging to the Customer or to any other person or entity, any bodily injury (including death), personal injury or loss, damages or 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.

### Receipt, Inspection and Use of Goods

The Customer acknowledges that it has inspected the Goods prior to taking possession thereof and finds it in good working order and repair and has ascertained that it is a suitable piece of Goods for the Customer's needs. The Customer is familiar with the proper operation and use of each item of Goods. The Customer declares that they will not use or allow anyone to use the Goods: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) by anyone who is not qualified to operate it. The customer agrees, at his/her sole expense, to



comply with all Municipal, Provincial and Federal laws, by-laws, ordinances and regulations which may apply to the use of the Goods. The Customer agrees to clean and visually inspect the Goods daily (or more frequently if required by Goods specifications or good operating practices) and to immediately notify Applifast when the Goods need repair, or maintenance. The Customer agrees that it is their sole responsibility to review the Goods specifications provided with the Goods and ensure they have read, understood, and comply with the specifications, and further agrees that failing to operate the Goods in accordance with any specified restrictions. The Customer agrees to carry out such regular maintenance as may be required by Applifast. The Customer acknowledges that Applifast has no responsibility to inspect the Goods while it is in the Customer's possession.

### **Malfunctioning Goods**

Should any Goods become unsafe, malfunction or require repair, the Customer must immediately cease using such Goods and immediately notify Applifast. If the condition of the Goods is the result of normal operation, Applifast will repair or replace the Goods with similar Goods in working order if such replacement Goods are available. Applifast has no obligation to replace Goods rendered inoperable by misuse, abuse or neglect. The Customer's sole remedy for any failure or defect in the Goods shall be the termination of any rental charges accruing after the time of failure. The Goods must be returned to Applifast within 24 hours from the time of the defect, in order to terminate rental charges.

### **Return of Rented Goods**

At the expiration of the rental term, the Customer will return the Goods to Applifast in as good condition and repair as when delivered or picked up by the Customer, subject to reasonable wear and tear, as defined below. The Customer's right to possess the Goods terminates on the expiration of the rental period specified on the Rental Agreement and retention of possession after this time is a material breach of the Rental Agreement. Time is of the essence in this agreement.

### **Damaged & Lost Goods**

The Customer shall be liable for all damage to or loss of the Goods including any damage during transit to or from the Customer. In the case of the loss or destruction of any Goods or the inability or failure to return the Goods to Applifast for any reason whatsoever, the Customer will pay Applifast the full replacement list value together with the full rental rate as specified until such Goods are replaced. If the Goods are returned in a damaged or excessively worn condition, the Customer shall pay Applifast the reasonable cost of repair and pay rental on the Goods at the regular rental rate until all repairs have been completed.

### **Reasonable Wear & Tear**

Reasonable wear and tear of the Goods shall mean only the deterioration of the Goods caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis, provided that if Applifast or the manufacturer of the



Goods specify that the Goods must be used on reduced or restricted schedule, reasonable wear and tear of the Goods shall be the deterioration caused when used pursuant to the lesser of those two operational periods or the more restrictive operational conditions or schedule. 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 Applifast expressly assumes the obligation to service or maintain the Goods, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturers operation and maintenance manual, (c) damage resulting from improper operation, including overloading or exceeding the rated capacity of the Goods, (d) damage in the nature of dents; bending, tearing, straining and misalignment to or of the Goods or any part thereof, (e) wear resulting from use in excess of shifts for which the Goods were rented, and (f); any other damage to the Goods which is not considered ordinary and reasonable in the Goods rental industry. Repairs to Goods shall be made to the reasonable satisfaction of Applifast and in a manner which will not adversely affect the operation, manufacturer's design or value of the Goods.

### **Late Return**

Goods are rented for a specific Rental Period detailed on the Rental Agreement – authorization to extend the Rental Period must be agreed with Applifast in writing. Applifast reserves the right to charge a fine for the late return of Goods – an additional charge of 1/5 of the daily rate will be charged for each hour the Goods are retained beyond the expiration of the Rental Period. The Customer shall be responsible for any damage to or loss of the Goods. In the event the Goods are returned after regular business hours. (7:00 AM – 5:00 PM, Monday – Friday, excluding Holidays).

### **Rental Period and Calculation of Charges**

Rental charges commence when the Goods leave Applifast and ends when the Goods are returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8-hour day, 40 hours per week and 180 hours per month. The Customer will truthfully and accurately certify to Applifast the number of 8-hour shifts the Goods were operated for each day of the rental.

### **Deposit**

In addition to securing the payment of rental charges hereunder, the Customer agrees that any rental deposit shall be deemed to be a guarantee by the Customer of the full and complete performance of each and all of the terms, covenants and agreements to be performed by the Customer hereunder, and in the event of any breach by the Customer, the said deposit shall be credited against any damages, costs or expenses incurred by Applifast as a result of such a breach, without prejudice to any other rights or remedies which may be available to Applifast in respect of such a breach. A deposit for rented Goods will usually be charged to a Credit Card whose details will be supplied by the Customer. The Customer agrees to Applifast holding the Customer's Credit Card



details on file until the rental Invoice has been paid in full. When agreeing to be bound by these Terms & Conditions, the Customer agrees that any outstanding payments, debts, etc. relating to the Rental Goods may be taken from the said Credit Card held on file, without further reference to the Customer. When signing the Rental Agreement, the Customer agrees to pay the Invoice in full by Credit Card unless otherwise agreed in writing by Applifast.

### **Failure to Deliver**

The Customer releases and discharges Applifast from any and all liability or damages (including; without limitation to, damages for loss of profit, loss of a business opportunity, and other economic loss) which might be caused by Applifast's failure or inability to deliver any Goods by any specified date or time.

### **Title of Goods and No Option to Purchase**

The title to the Goods shall at all times remain with Applifast. Unless covered by a specific supplemental agreement signed by Applifast, the Customer has no option or right to purchase the Goods at the end of the rental period. The Customer shall notify Applifast immediately if the Goods are or become liable to seizure and shall indemnify Applifast and hold it harmless from and against any and all claims, costs, actions, damages and expenses (including legal costs for a solicitor etc.) resulting from or in any way connected with any such liens or encumbrances.

### **Default**

Should the Customer in any way fail to perform, observe or keep a provision of these Terms & Conditions, Applifast 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 take payment from the Credit Card information supplied by the Customer, (c) commence legal action to recover the outstanding debt, (d) retake possession of the Goods, holding the Customer liable for all rental and other charges, (e) retain any deposit provided to Applifast as liquidated damages or a contribution to other damages, or (f) pursue any other remedies available by law, in equity or otherwise.

### **Repossession of Goods**

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

### **Customers Insurance Cover**

The Customer agrees to maintain and carry, at its sole cost; throughout the entire rental period, (a) comprehensive general liability insurance against claims for bodily injury (including death), personal



injury and property damage, and by legal liability, property damage and casualty insurance for an amount or amounts not less than the full replacement cost of the Goods, 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 cost, damage, or liability arising from the handling, transportation, maintenance, operation or use of the Goods. When requested, the Customer shall supply to Applifast proof of such insurance in the form of a Certificate of Insurance clearly setting forth the coverage in detail.

## **GENERAL SAFETY INSTRUCTIONS RELATING TO GOODS RENTAL**

Any piece of Goods can be dangerous if not operated properly. The Customer is responsible for the safe operation of Goods and must instruct the Operator to carefully read and follow any warnings, safety signs and instructions provided with or located on the Goods. Do not remove, defeat, deface or render inoperable any of the safety devices or warnings on the Goods. If any safety devices or warnings have been removed, defeated, defaced or rendered inoperable, do NOT use the Goods. Please be advised that some Goods (including Accessories) offered for rental by Applifast may contain a chemical(s) known to cause cancer, birth defects and other reproductive harm.

Failure to follow the instructions listed below could result in death or injury:

1. Only operate Goods if you have been authorized and are trained in the Goods' safe operation.
2. Please check with Applifast's rental staff on all correct operating procedures—contact via telephone if you have any questions.
3. Only use Goods for its intended purpose.
4. Always wear proper safety glasses/shields, hard hat, safety shoes and ear protection, where applicable.
5. Obey all Municipal, Provincial and Federal laws, by-laws, ordinances and regulations when operating Goods.
6. Always maintain total control of the Goods that you are operating.
7. Always keep Goods away from wet or damp locations. Water is an electrical hazard which could result in a severe electrical shock or death.
8. Do NOT operate damaged or faulty Goods! Call Applifast immediately if a fault is discovered and stop using the Goods until a replacement is provided.

If the person receiving these General Safety Instructions will not be the user of the Goods, please forward these instructions to the Operator.

If there is any doubt as to the operation or safety of the Goods, do NOT use and call Applifast immediately!

