

## TERMS AND CONDITIONS Updated on 04/Nov/2021

**Any order for or any statement of intent to rent hereunder or any direction to deliver rental equipment shall constitute Customer's acceptance of Accutech Rentals Ltd. Terms and Conditions.**

1. **RENT:** Customer shall pay Accutech Rentals each month during the rental period the monthly rent. If Equipment is returned before the end of the month, customer will be invoiced upon the return of the Equipment. Rental fee shall be due 30 days after the date of Accutech Rentals invoice therefore. Accutech Rentals has a minimum rental fee of \$30.00 for rentals invoiced. Upon any default, Accutech Rentals shall have the right to terminate this agreement, take immediate possession of the Equipment and recover from the Customer in any action to enforce Accutech Rentals rights hereunder, all amounts due hereunder plus interest, together with Accutech Rentals costs and reasonable attorney's fees.

2. **RENTAL PERIOD:** Equipment is rented on an open base and may be returned at any time unless otherwise stated, which rental period shall commence on the date the equipment is shipped to Customer (Start Rent Date), which date Accutech Rentals is authorised to fill upon shipment. The terms shall automatically be extended upon all the terms and conditions hereof until the date the Equipment is returned to the possession of Accutech Rentals.

3. **SHIPPING, INSTALLATION & RETURN:** All Equipment is provided from Accutech Rentals inventory center. Shipping will be made as specified by Customer and at Customers expense and Customer shall reimburse Accutech Rentals for any shipping expenses incurred by Accutech Rentals. The Customer assumes and shall be fully responsible for any loss of or damage to, the rented equipment, from any cause whatsoever. Unless Customer notifies to the contrary within 72 hours after receipt of any item of Equipment, it shall be conclusively presumed that the item of Equipment was delivered to the Customer in good operating condition. Customer shall return Equipment in good operating condition to Accutech Rentals by prepaid insured shipment to Accutech Rentals Edmonton Inventory Centre. Unauthorised collect shipments returned to Accutech Rentals shall be billed to customer at a factor of 1.25.

4. **WARRANTY:** Accutech Rentals sole and exclusive warranty is that each item of Equipment, when delivered to Customer, will be in good operating condition. Customers damages for any breach by Accutech Rentals of such warranty with respect to an item of Equipment shall be limited to the direct damages caused by a defective operating condition which could not reasonably have been discovered by Customer after the delivery to it of such item, but in no event shall damages exceed the total monthly rental fee paid by the Customer for such item. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages and are in lieu of any oral representation and all other warranties and damages, whether implied or stationary. Accutech Rentals does not warrant the merchantability of the Equipment nor its fitness or suitability for any particular purpose or use.

5. **OWNERSHIP USE:** The Equipment shall remain the property of Accutech Rentals and is provided to Customer solely on a rental bases. Customer shall not sublease, rent, transfer, assign, sell, alter, modify, or encumber any item of Equipment without prior written consent.

6. **SERVICE:** In the event an item of Equipment does not operate properly Customer shall notify Accutech Rentals and request instruction before taking any remedial action or before returning it to Accutech Rentals. In the event that any item of Equipment requires repair or recalibration as a result of accident or Customer unauthorised tampering or repair of negligence, misuse, or abuse of such items, Customer shall bear the entire cost thereof, including any shipping cost.

7. **SAFEKEEPING:** Customer is responsible for the safekeeping of all the Equipment and shall bear the risk of any loss, theft, damage or destruction of the Equipment and shall insure each item against such risk or loss for not less than the replacement value of each item and if requested by Accutech Rentals shall provide evidence of such insurance. At Accutech Rentals option, Customer shall either replace or pay the replacement cost of any item which is lost, stolen, destroyed upon repair. Until an item has been repaired, replaced or the replacement cost has been paid by Customer, the rental period shall continue and the Customer shall continue to pay the monthly rental fee with respect thereto. Any item or non-expendable material not returned to Accutech Rentals will be charged to Customer at full replacement cost. All Equipment shall be delivered to Customer with ownership labels, calibration seals and anti-tamper notice affixed. Customer shall not permit such seals or notices to be removed or defaced, and if such seals or notices are removed or defaced, Customer shall pay a reasonable calibration or refurbishing fee.

8. **SECURITY INTEREST:** Customer hereby grants Accutech Rentals a security interest in the Equipment to secure the interest of Accutech Rentals in this agreement the payments due hereunder and the Equipment and agrees to provide Accutech Rentals with such documents, including financing statements, as are necessary to perfect or record the security interest.

9. **SOFTWARE:** If any software is supplied with the rented equipment, title to all such software (including programs and documentation) shall be retained by the software developer or by Accutech Rentals, and shall not be transferred to Customer. Customer is supplied the use of such software only for the rental term. Such software shall be used only on the specific equipment with which it is rented, and shall consist either of copying any portion of the program from storage units or media into the CPU, or the processing of data with the program, or both. Customer shall comply in all respects with any restrictions set forth in the program licence agreement, accompanying copyright notice or other documentation on the use of such software. Customer shall not copy or duplicate, or permit anyone else to copy or duplicate, in any manner, any printed, physical or magnetic version of any software provided hereunder. Upon expiration or termination of rental term, Customer shall return to Accutech Rentals the original supplied software and all printed materials supplied by Accutech Rentals with such software. No licences or rights of any kind are granted to Customer, except as may be set forth herein or in application manufacturer's software or program agreement.

10. **MISCELLANEOUS:** The terms hereof set forth the entire agreement between Accutech Rentals and Customer with respect to the Equipment, and shall not be amended except in writing signed by both parties. The parties hereto have expressed agreed that this document and all related writings shall be drawn up in the English language. Customer shall indemnify, hold harmless and defend Accutech Rentals from all claims, actions and damages, including attorney's fees, arising out of the Equipment and its use, rental, possession, operation, condition and return, including any such claims arising out of the theory of strict liability in tout, which obligations shall survive termination of this agreement.

**The customer agrees to be bounded by the terms and conditions listed above, as approved by Accutech Rentals Ltd. and acknowledges that all account are due and to be PAID within NET 30 days.**