



TERMS AND CONDITIONS

TERMS.

The Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between BC London Inc. and the Customer upon the Customer's receipt of BC London Inc.'s Equipment under those contracts. The Customer rents the Equipment from BC London Inc. pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of BC London Inc. and (b) shall not be affixed to any other property. The Customer shall not pledge or encumber the Equipment in any manner.

PERMITTED USE.

The Customer agrees and warrants that:

1. BC London Inc. has no control over the manner in which the Equipment is operated during the Rental Period by the Customer or any third party that the Customer implicitly or explicitly permits.
2. Prior to each use and its return to BC London Inc., the Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for the Customer's intended use.
3. The Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment.
4. Any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if the Customer requests, the Customer authorizes BC London Inc. to leave the Equipment at the Site Address without the requirement of a written receipt).
5. The Customer shall immediately stop use and notify BC London Inc. if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, lost, or if any incident occurs.
6. The Customer has received from BC London Inc. all information needed or requested regarding the operation of the Equipment.
7. BC London Inc. is not responsible for providing operator or other training unless the Customer specifically requests in writing and BC London Inc. agrees to provide such training (the Customer being responsible to obtain all training that the Customer desires prior to the Equipment's use).
8. BC London Inc. is not responsible for the Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individuals.

9. Only Authorized Individuals shall use and operate the Equipment, however, the Customer is responsible for the Equipment and its use during the Rental Period regardless of the user.
 10. The Equipment shall be used and maintained in a careful manner, within the Equipment's capacity, and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in, or with the Equipment and all applicable federal, provincial, territorial, and local laws, permits, and licenses, including but not limited to, workplace health and safety statutes.
 11. The Equipment shall be kept in a secure location.
 12. The Customer shall provide BC London Inc. with accurate and complete information, which BC London Inc. relies upon to provide the appropriate Equipment to the Customer.
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PROHIBITED USE.

The Customer shall not:

Alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions, or alter or tamper with the Equipment.

Assign its rights under this Contract.

Move the Equipment from the Site Address without BC London Inc.'s written consent.

Use the Equipment in a negligent, illegal, unauthorized, or abusive manner.

Publicize the use of the Equipment in any manner (including, without limitation, print, audiovisual, or electronic).

Allow the use of the Equipment by anyone other than Authorized Individuals (the Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MAINTENANCE.

The Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks, cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by BC London Inc. or its agents, but BC London Inc. has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless the Customer requests a service call. If BC London Inc. determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, the Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, the Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. BC London Inc. has the right to inspect the Equipment wherever located. The Customer has the authority to and hereby grants BC London Inc. and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. BC London Inc. shall be responsible for repairs needed because of Ordinary Wear and Tear. The Customer agrees that repair or replacement of the Equipment is the Customer's exclusive remedy for BC London Inc.'s breach of this Section. Notwithstanding BC London Inc.'s service commitment, if the Customer breaches this Contract, BC London Inc. shall have no obligation to stop the Rental Period, commence repairs, or rent other equipment to the Customer until the Customer or its agent agrees to pay for such charges.

CUSTOMER LIABILITY.

DURING THE RENTAL PERIOD, THE CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL, OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES, AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING, AND UNLOADING, WHETHER OR NOT THE

CUSTOMER IS AT FAULT. As the renter of this piece of equipment, you agree not to hold BC London Inc. responsible for any damages resulting in bodily injury or property damage arising from the use, possession, or control of the equipment during the rental period. After an Incident, the Customer shall:

1. Immediately notify BC London Inc., the police (if necessary), and the Customer's insurance carriers.
2. Secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until BC London Inc. or its agents investigate.
3. Immediately submit copies of all police or other third-party reports to BC London Inc.
4. As applicable, pay BC London Inc., in addition to other sums due herein, the rental rate for the Equipment until the repairs are completed or the Equipment is replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts.

BC London Inc. shall have the immediate right, but not the obligation, to reclaim any Equipment involved in any Incident.

NO WARRANTIES.

BC London Inc. disclaims all representations and warranties, express or implied, with respect to the Equipment, its durability, condition, merchantability, non-infringement, or fitness for any particular purpose. The Customer acknowledges acceptance of the Equipment on an "AS IS, WHERE IS" basis, with "ALL FAULTS" and without any recourse whatsoever against BC London Inc. or its entities. The Customer assumes all risks associated with the Equipment and releases BC London Inc. and its entities from all liabilities and damages (including lost profits, personal injury, and special, incidental, and consequential damages, even if advised of the possibility of such damages) in any way connected with the Equipment, its installation, operation, or use, or any defect or failure thereof, a breach of BC London Inc.'s obligations herein, or errors or inaccuracies in information obtained from the Customer or third parties, upon which BC London Inc. relies; provided, however, if the Customer is a consumer under applicable law, then no consequential damages limitation of injuries to persons shall apply.

RELEASE AND INDEMNIFICATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUSTOMER INDEMNIFIES, RELEASES, AND HOLDS BC London Inc. and its entities HARMLESS and, at BC London Inc.'s request, defends BC London Inc. and its entities (with counsel approved by BC London Inc.), from and against all liabilities, claims, losses, damages, and expenses (including attorneys' and/or legal fees and expenses) however arising or incurred, related to any incident, damage to property, injury or death of any person, contamination or alleged contamination, or violation of law or regulation caused by or connected with:

1. The access, use, possession, or control of the Equipment by the Customer or any third party that the Customer implicitly or explicitly permits to access, use, possess, or control the Equipment during the Rental Period; or
2. Breach of this Contract, whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability.

The Customer also agrees to waive its workers' compensation immunity, to the extent applicable. The Customer's indemnity obligations shall survive the expiration or termination of this Contract. All of the Customer's indemnification obligations under this paragraph shall be joint and several.

INSURANCE.

By signing this agreement, the renter agrees to ensure that the equipment is fully insured while in their care, custody, and control. The renter shall provide proof of insurance coverage upon request by BC London Inc. During the Rental Period, the Customer shall maintain, at its own expense, the following minimum insurance coverage:

1. For Customers using Equipment for non-personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for the Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8;
2. For Customers using Equipment for non-personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless an Equipment Lease Protection (ELP) is elected at the time of rental and paid for prior to any Incident;
3. Worker's compensation insurance as required by law;
4. Automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway.

Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name BC London Inc. and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for BC London Inc. to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. The Customer shall provide BC London Inc. with certificates of insurance evidencing the coverages required above prior to any rental and any time upon BC London Inc.'s request. To the extent BC London Inc. entities carry any insurance, BC London Inc. entities' insurance will be considered excess insurance. The insurance required herein does not relieve the Customer of its responsibilities, indemnification, or other obligations provided herein, or for which the Customer may be liable by law or otherwise.

EQUIPMENT LEASE PROTECTION (ELP).

The Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the ELP, if offered on the Equipment, and BC London Inc. shall limit the amount BC London Inc. collects from the Customer for the Equipment loss, damage, or destruction to the following amounts for each piece of Equipment, per each occurrence:

1. 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment;
2. 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment;
3. Charges in excess of \$50 per tire for tire repairs;
4. Nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by BC London Inc. or Lost Equipment is being replaced;

provided however, the foregoing ELP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The ELP is NOT INSURANCE and does NOT protect the Customer from liability to BC London Inc. or others arising out of possession, control, or use of the Equipment, including injury or damage to persons or property. The ELP is a contractual modification of the Customer's liability. All of the following "Conditions" must be satisfied for the ELP and the corresponding liability reduction to apply:

1. The Customer accepts the ELP in advance of the rental;
2. The Customer pays 15% of the gross rental charges as the fee for the ELP (plus applicable taxes) (applicable if price of ELP is not agreed upon separately prior to the leasing period);
3. The Customer fully complies with the terms of this Contract;
4. The Customer's account is current at the time of the loss, theft, damage, or destruction of the Equipment;

5. None of the Exclusions apply.

The Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the ELP does NOT reduce the liability of the Customer to BC London Inc. for the loss, theft, damage, or destruction resulting from such Exclusion. “Exclusions” shall mean loss, theft, damage, or destruction of the Equipment:

1. Due to intentional misuse;
2. Caused by Lost Equipment not reported by the Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to BC London Inc.);
3. Due to floods, water level changes, wind, storms, earthquakes, or Acts of God;
4. Accessories or Equipment for which the Customer is not charged the ELP fee.

The Exclusions remain the liability of the Customer and are not modified by the ELP. ELP is reflected on this Contract as part of the Customer’s estimated charges unless the Customer has elected to decline the ELP in writing, fails to pay the ELP fee, or made other contractual arrangements with BC London Inc. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, BC London Inc. retains ownership of the Equipment regardless of any payments made by the Customer or the Customer’s insurance company with respect to such Equipment, all of which payments are non-refundable. The Customer agrees to promptly return any Equipment that is recovered. BC London Inc. shall be subrogated to the Customer’s rights to recover against any person or entity relating to any loss, theft, damage, or destruction to the Equipment. The Customer shall cooperate with, assign BC London Inc. all claims and proceeds arising from such loss, theft, damage, or destruction, execute and deliver to BC London Inc. whatever documents are required and take all other necessary steps to secure in BC London Inc. such rights, at the Customer’s expense.

RENTAL RATES.

The total charges specified in this Contract are:

1. Estimated based upon the Customer’s representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by the Customer to BC London Inc.; and
2. For the Equipment’s use for One Shift, unless otherwise noted.

Weekly and 4-week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays, and holidays. The rental rates do not include and the Customer is responsible for:

1. All consumables, fees, licenses, present and future taxes (including GST, HST, and provincial sales taxes and levies), and any other governmental charges based on the Customer’s possession and/or use of the Equipment, including additional fees for more than One Shift use;
2. Delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup, and surcharge fees listed in this Contract;
3. Maintenance, repairs, and replacements to the Equipment as provided herein;
4. A cleaning fee if required;
5. Miscellaneous charges, such as fees for lost keys, ELP, costs to recover Equipment, emergency mobilization, or store opening;
6. Fuel used during the Rental Period and for refueling Equipment as described below;
7. Fines for use of dyed diesel fuel in on-road Equipment;
8. An Environmental Services Charge (replace the specific link with your company's equivalent information or policy); and
9. Transportation Surcharge (replace the specific link with your company's equivalent information or policy).

The convenience charge for off-road diesel fuel does not include governmental motor fuel taxes or charges. BC London Inc. collects these fees as revenue and uses them at its discretion.

PAYMENT.

The Customer shall pay for the rental of Equipment, sale of Equipment, materials, and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless BC London Inc. approves the Customer's executed commercial credit application. Commercial customers who are approved for BC London Inc.'s extended payment terms must pay, in arrears, upon receipt of BC London Inc.'s invoice, either by cash, check, or ACH. The Customer must notify BC London Inc. in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract, or the Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At BC London Inc.'s discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, the Customer agrees that a service charge equal to the lesser of 18% per annum or the maximum rate permitted by law shall be assessed on all delinquent accounts until paid in full. The Customer shall reimburse BC London Inc. for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse the Customer of any default under this Contract. The Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate BC London Inc. for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, THE CUSTOMER AUTHORIZES BC London Inc. TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY THE CUSTOMER, including but not limited to, loss of or damage to the Equipment and extension of the rental period. Effective June 1, 2021, and where permitted by law, BC London Inc. may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than BC London Inc.'s merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

RETURN OF EQUIPMENT.

BC London Inc. may terminate this Contract at any time, for any reason. The Equipment shall be returned to BC London Inc. (when needed for inspections, maintenance, and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If BC London Inc. delivered the Equipment to the Customer, the Customer shall notify BC London Inc. that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which the Pick-Up Number the Customer should keep as proof of the call; provided the Customer remains liable for any loss, theft, damage to, or destruction of the Equipment until BC London Inc. confirms that the Equipment is returned in the condition required herein. The Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided the Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays, and Saturday pickups are dependent on specific Store hours. If the Customer picked up the Equipment, the Customer shall return the Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, the Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

PURCHASES.

If this Contract identifies any Equipment, materials, or other items that are to be purchased by the Customer, BC London Inc. sells and delivers such items to the Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for the Customer's payment to BC London Inc. of the full purchase price of the item. BC London Inc. retains title to the item until the Customer has paid in full.

DEFAULT.

The Customer shall be in default if BC London Inc. deems itself insecure or if the Customer:

1. Fails to pay sums when due;
2. Breaches any Section of this Contract;
3. Becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor;
4. Fails to insure the Equipment as required, or otherwise places the Equipment at risk;
5. Fails to return Equipment immediately upon BC London Inc.'s demand; or
6. Is in default under any other contract with BC London Inc.

If a Customer default occurs, BC London Inc. shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. The Customer shall pay all of BC London Inc.'s costs, including reasonable costs of collection, court costs, attorneys' and legal fees, incurred in exercising any of its rights or remedies herein. BC London Inc. shall not be liable due to the seizure of Equipment by order of governmental authority. THE CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BC London Inc. ENTITIES FOR SUCH REPOSSESSION.

CRIMINAL WARNING.

The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

FUEL.

For Equipment that uses fuel, the Customer has three options:

1. **Prepay Fuel Option** - The Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of the Equipment by the Prepay per gallon rate). As an added benefit, the Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, the Customer will not obtain any credit for fuel left in the Equipment upon return).
2. **Pay on Return Option** - If the Customer returns Equipment with less fuel than when received, the Customer shall pay a refueling charge (calculated by multiplying the gallons required to refill the tank with fuel to the level when received, by the Pay on Return per gallon rate).
3. **Return Full Option** – If the Customer returns the Equipment with at least as much fuel as when it was received (most BC London Inc. Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of the Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.

The Customer agrees that none of these options are a retail sale of fuel.

LIMITATION OF BC London Inc.'s LIABILITY.

IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, THE CUSTOMER AGREES THAT BC London Inc.'s LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM BC London Inc.'s, BC London Inc. ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY THE CUSTOMER UNDER THIS CONTRACT.

JURY TRIAL WAIVER.

IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, THE CUSTOMER AND BC London Inc. HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

ARBITRATION AGREEMENT & CLASS ACTION WAIVER.

AT THE ELECTION OF THE CUSTOMER OR BC London Inc., ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE ADR INSTITUTE OF CANADA PURSUANT TO ITS NATIONAL ARBITRATION RULES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

COMPLIANCE WITH EXPORT AND IMPORT LAWS.

Removal of the Equipment from Canada is prohibited under this Contract. If the Customer desires or causes the transport and/or operation of the Equipment outside of Canada, the Customer must:

1. Obtain BC London Inc.'s consent prior to taking such action, including approval of an established customs broker;
and
2. Execute an amendment to this Contract, which amendment is incorporated herein.

If the Customer exports or re-exports without complying with the above conditions, the Customer agrees that:

1. The Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export and Import Permits Act (Canada) and the Special Economic Measures Act (Canada); and
2. The Customer, as the exporter/importer of record, is responsible for:
 1. Determining whether and obtaining, if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment;
 2. Obtaining any required documentation necessary for the return of the Equipment; and
 3. Ensuring no unauthorized transfers or diversions of the Equipment occur.

For more information on applicable sanctions and export laws, visit:

<http://www.international.gc.ca/sanctions/countries-pays/index.aspx?lang=eng>

GOVERNING LAW.

The Parties expressly and irrevocably agree:

1. This Contract, including any related tort claims, shall be governed by the laws of the Province of Ontario, without regard to any conflicts of law principles;
2. If any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections. The Customer waives any statutory provisions which conflict with the terms of this Contract, including but not limited to any applicable provisions under Ontario law that would otherwise limit or restrict the enforceability of this Contract.
3. The Customer further agrees that any conflicting statutes or similar legislation in any other jurisdiction shall have no application to this agreement or any renewal or extension thereof, and the Customer hereby waives all benefits and remedies provided by such statutes.

FORCE MAJEURE.

BC London Inc. shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond BC London Inc.'s control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"):

1. Acts of God;
2. Flood, fire, earthquake, epidemics, pandemics, or explosion;
3. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
4. Government order, law, regulations, shutdowns, or actions;
5. Embargoes or blockades in effect on or after the date of this Contract;
6. National or regional emergency;
7. Strikes, labor stoppages or slowdowns, or other industrial disturbances;
8. Shortage of adequate power or transportation facilities;
9. Other events beyond the control of BC London Inc.

MISCELLANEOUS.

This Contract, together with any Customer-executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in the Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns, and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. The Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of the Customer's rights in and to the Equipment are subordinate to all rights, title, and interest of all persons (including BC London Inc.'s lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by BC London Inc. to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. The Customer and the person signing this Contract agree, represent, and warrant that:

1. The person executing is 18 or the legal age of majority in the province, whichever is greater, and they both have full authority to execute, deliver, and perform this Contract;

2. This Contract constitutes a legal, valid, and binding obligation of the Customer, enforceable in accordance with its terms.

If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein. The undersigned declare that it is their express wish that this document and all related documents be drawn up in English. Les soussignées déclarent que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon leur volonté expresse.

DEFINITIONS:.

1. Authorized Individuals: those individuals that the Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the province, whichever is greater, and are not under the influence of any drugs, alcohol, substances, or otherwise impaired.
2. Customer: identified earlier and includes any of your representatives, agents, officers, employees, or anyone signing this Contract on your behalf.
3. Environmental Services Charge: the charge described in Section 17.
4. Equipment: the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments, and accessories, and all future Equipment rented.
5. Incident: any fine, citation, theft, accident, casualty, loss, vandalism, injury, death, or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment.
6. Lost: the Equipment is either stolen, its location is unknown, or the Customer is unable to recover it for a period of 30 days.
7. FMV: the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses.
8. One Shift: not more than 8 hours per day, 40 hours per week, and 160 hours every 4-week period, provided that a double shift will be 150% and a triple shift will be 200% of the rental charge on Equipment with hour meters.
9. Ordinary Wear and Tear: normal deterioration considered reasonable in the equipment rental industry for One Shift use.
10. Party: BC London Inc. or the Customer, and together both are the "Parties".
11. Pick-Up Number: the number the Customer obtains from BC London Inc. evidencing the Customer's call to pick up the Equipment.
12. Rental Period: commences when the Equipment is delivered to the Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by BC London Inc. during normal business hours, provided the Customer has otherwise complied with this Contract.
13. ELP: the Equipment Lease Protection described in Section 10.
14. Site Address: the location that the Customer represents the Equipment will be located during the Rental Period identified earlier.
15. Store: the BC London Inc. location identified earlier.
16. BC London Inc.: refers to BC London Inc. and its affiliated companies, their respective officers, directors, employees, and agents.
17. Telematics Data: data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators.
18. Transportation Surcharge: a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.