

EQUIPMENT RENTAL TERMS AND CONDITIONS

These terms and conditions apply to the rental of scaffolding and related equipment (collectively, the “Equipment”) by TTF Scaffolding Inc. (“TTF”) to the customer (the “Customer”) of TTF.

1. **QUOTATIONS:** TTF quotations (each a “Quotation”) provided by TTF for the rental of Equipment shall be valid and available for acceptance for 30 days from the date of the Quotation, and contracts arising under Quotations are irrebuttably deemed to include these terms and conditions. All prices provided in Quotations are exclusive of applicable taxes.
2. **RENTAL PERIOD:** The rental period shall commence on and include the date of hand over of the Equipment to the Customer, or the Customer’s agent, including any public carrier taking same for transit to the Customer. The rental period shall end on and include the date of actual delivery of the Equipment to TTF, or at any other equidistant point if instructions to do so are given by TTF. The minimum rental period shall be 28 days.
3. **DELIVERY, INSTALLATION AND RETURN:** Unless a Quotation specifically provides that TTF shall deliver, install, dismantle and/or return Equipment, TTF shall not be required to deliver, install, dismantle, or return Equipment. If TTF does deliver, install, dismantle and/or return Equipment then the Customer shall be responsible for all related charges at the rates stated on the Quotation or as applicable from time to time. If TTF provides transportation of Equipment to the job site then the price of loading the Equipment onto the trucks at the TTF yard shall be included in the transportation price quoted, but the unless noted otherwise on the Quotation, the cost of unloading the Equipment at the job site is not included in the quoted price. If TTF provides transportation of Equipment from the job site back to TTF then the price of unloading the Equipment from the trucks at the TTF yard shall be included in the transportation price quoted, but the unless noted otherwise on the Quotation the cost of loading the Equipment onto the trucks at the job site is not included in the quoted price. Equipment must be returned in the same way it was received i.e. sorted, banded and neatly packed, otherwise the Customer will be charged the cost of the required sorting and bundling on a time and materials basis.
4. **USE OF EQUIPMENT:** Equipment provided by TTF may include 4x6 joints and larger members, but TTF does not provide smaller form-work lumber or any plywood. Except with the prior written permission of TTF the Customer shall not mix use any concrete forming material from other suppliers with the Equipment. If additional Equipment is required for any reason, including because the Equipment was not erected in accordance with the engineering design, the Customer shall be responsible for the rental cost of all required additional Equipment.
5. **PERMITS:** The Customer shall at all times be solely responsible for obtaining any municipal permits required in connection with the installation and/or use of the Equipment and the Customer represents and warrants that it shall obtain all such required permits.
6. **CUSTOMER ASSUMES RESPONSIBILITY:** The Customer assumes all responsibility for claims asserted by any person related to the installation, use, dismantling, handling, and/or transportation of Equipment, and the Customer agrees to indemnify and hold TTF harmless from any and against all claims, loss, expenses, penalties, damages, actions and costs which TTF may suffer, or be required to pay, for personal injuries (including death) and/or property damage suffered by any person related to the installation, use, operation, dismantling, handling, transportation or use of the Equipment.

7. **CUSTOMER TO MAINTAIN POSSESSION OF EQUIPMENT:** The Customer shall only permit the Equipment to be delivered to, and used at, the job site listed on the Quotation and shall not transfer or sublease the Equipment to any other person or property. The Customer shall not allow the Equipment to be cut or modified in any way. The Customer shall at all times and at its own expense keep the Equipment in good, safe and efficient working order, repair and condition and shall not permit anyone to damage, deface or remove the Equipment. The Customer shall return the Equipment in a good state of repair.
8. **COMPLIANCE WITH LAWS/RESPONSIBILITY FOR USE:** The Customer shall maintain and use the Equipment in a safe and proper manner and in conformity with all applicable laws. TTF shall have no responsibility, direction or control over the maintenance, use or operation of the Equipment by the Customer. The Customer assumes all responsibility for claims asserted by any person whatsoever growing out of the installation, erection, maintenance, use or possession, of the Equipment, and agrees to indemnify and hold TTF harmless from any and all such claims. The Customer agrees that use of the Equipment by the Customer shall be an acknowledgement by the Customer that when handed over to the Customer by TTF the Equipment was in good order and repair, was in all respects adequate, sufficient and proper for the purposes for which it was intended. The Customer hereby renounces and waives all claims against TTF for any loss or damage which the Customer may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
9. **DAMAGE TO EQUIPMENT:** The Customer shall indemnify TTF against all loss and damage to the Equipment during the rental period. In the event that the Equipment or any part of it is destroyed, damaged or lost, whether due to the fault of the Customer or not, the Customer shall, in addition to returning the damaged Equipment to TTF, pay to TTF a sum equal to TTF's list price for the same or similar equipment as applicable at the time (which list price accounts for restocking charges, freight charges, and salvage value, if any, of damaged returned Equipment), plus taxes. This provision shall apply regardless of any repair, or attempted repair, of damaged Equipment by the Customer.
10. **INSPECTION:** TTF shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment. TTF shall have the right to inspect the Equipment at the Customer's shipping point prior to reshipment and shall be notified prior to such reshipment and given reasonable opportunity to make such inspection.
11. **TITLE:** Title to the Equipment shall at all times be and remain vested in TTF 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 lessee. The Customer shall give TTF immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.
12. **STATEMENTS:** Every invoice, account or statement from TTF to the Customer (any such item, a "Statement") shall be deemed accepted as correct by the Customer unless within 15 days of the Customer's receipt of the Statement the Customer provides TTF written notice of dispute. The Customer agrees to receive Statements by email at the email address stated on the Quotation or used by the Customer when communicating with TTF.
13. **PAYMENT:** Unless otherwise specified in a Quotation, the terms of sale are for payment in full of all invoices net 30 days, without deduction, setoff or holdback of any kind or nature. All overdue payments shall bear interest at the rate of 2% per month (24% per annum). The Customer shall pay all costs,

charges, expenses and legal fees (on a solicitor-client basis) which are incurred by TTF in relation to the collection of the amounts due to TTF by the Customer. All payments will be applied first to TTF's collection costs, charges and expenses, if any, then to any outstanding interest and then to invoice principal.

14. **BREACHES:** Without limiting any other provision of a contract arising under a Quotation, it is a breach of such contract for the Customer to: (1) allow the Equipment to become subject to any lien, levy, charge or encumbrance; or (2) become insolvent or bankrupt.
15. **REMEDIES ON BREACH:** In the event of any breach of a contract arising under a Quotation TTF may, in its sole option, if the breach is not cured within 2 days after TTF gives notice to the Customer of the breach (1) take possession of the Equipment, or require that the Customer return the Equipment to TTF; and/or (2) terminate the contract. The obligations of the Customer to properly use, maintain, dismantle, and return the Equipment to TTF survive termination of the contract, and the Customer will remain responsible for all charges due to, and losses suffered by TTF.
16. **CREDIT REPORTS:** The Customer consents to TTF obtaining, collecting, using, disclosing and retaining credit, personal or other information about the Applicant, and/or its principals, for the purpose of determining whether to extend credit to the Customer (the "Purpose"). The Customer represents and warrants that the Customer has the authority to grant such consent on behalf of its principals. TTF may obtain and collect such information from, or disclose such information to, any credit reporting agency, credit bureau, collection agency, personal information agency, financial institution, bank, any party with whom the Company or principals have had or may have financial relations, or any other party on a need to know basis for the Purpose. TTF shall retain such information as long as is necessary for the Purpose or as required by law. The Customer acknowledges that if it withdraws this consent at any time, TTF is under no obligation to extend, or continue to extend, credit.
17. **WAIVER:** No term can be waived, or amended, except by the written consent of the party against whom such waiver or amendment is asserted and, without limiting the generality of the foregoing, indulgence, or failure by a party to object to non compliance with any term, shall not result in a waiver of any term.
18. **GOVERNING LAW:** Contracts arising under Quotations shall be governed by and construed in accordance with the laws of the Province of British Columbia. The parties shall attorn to the jurisdiction and the courts of British Columbia which shall have exclusive jurisdiction over disputes arising under such contracts.
19. **ENUREMENT:** Contracts arising under Quotations shall be binding on the Parties and successors and assigns, but no assignment of such contracts by the Customer are permitted without the prior written agreement of TTF.