



EQUIPMENT RENTAL ORDER – GENERAL TERMS AND CONDITIONS OF RENTAL

SPECIAL CONDITIONS TO EQUIPMENT RENTAL ORDER

This Agreement is made effective this

Between:

MCS RENTALS INC, a corporation incorporated under the laws of Alberta, having an office at 2105 54th St NW Edmonton AB T6P 1K1 (MCS Rentals Inc).

And

ABC Company.....

Recitals:

The Supplier has agreed to rent to the Renter, and the Renter has agreed to rent from the Supplier, effective as of the effective date and for the term, all the Rented Assets listed herein for the consideration and in accordance with the terms set forth in this Rental Order.

The parties agree as follows:

The Rental Order shall not be varied unless prior written notice is obtained in writing with mutual agreement from both parties.

This Rental Order represents the entire agreement between MCS and the renter concerning the Rented Assets and accordingly supersedes and cancels all discussions and other documents between the two Parties in whatever form concerning the same including, but not limited to, the Purchase Order Terms and Conditions. This Agreement shall not be amended except by a written document signed by duly authorized representatives of MCS Rentals and Renter.

The Parties agree that this Agreement may be executed and delivered by facsimile or email and in any number of counterparts with the same effects as if one single copy of this Agreement was originally executed by the Parties.

The Parties have executed this Agreement as of November 2, 2023

MCS Rentals Inc.

Per:

Tonia Cox
General Manager

ABC Company

Per:

John Doe
General Manager



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EQUIPMENT RATE AGREEMENT

Manufacturer		Model	
Year		Rental Rate	
Serial Number		Minimum Hours	
Start Hours		Over-hour Rate	
Replacement Value		Estimated Rental Period	

Responsibility Matrix			
No.	Item	Renter	Owner
1.1	Mobilization and assembly Costs	√	X
1.2	500 SMU PM services as per OEM schedule (includes provision of parts, labour, fluids and SOS)	√	X
1.3	1000 SMU PM services as per OEM schedule (includes provision of parts, labour, fluids and SOS)	√	X
1.4	All repair expenses due to incident, damage, misuse or abuse	√	X
1.5	Running repairs and parts due to normal wear and tear	√	X
1.6	Major component replacement due to normal wear and tear / per schedule "E"	X	√
1.7	Modifications for site conformance	√	X
1.8	Demobilization and disassembly	√	X
1.9	Fuel costs	√	X
1.10	Pre-start inspection before start of each shift	√	X
1.11	Daily Servicing (including top ups of oils, grease and fluids)	√	X
1.12	Provision of equipment operator	√	X
1.13	Craneage/tire handler (if applicable)	√	X
1.14	Tires or Undercarriage supply (initial)	X	√
1.15	Tires or Undercarriage replacement parts and labour (other than normal wear and tear)	√	X
1.16	Tires or Undercarriage replacement parts and labour (normal wear and tear)	X	√
1.17	Transportation of Tires or Undercarriage from Owner to Renter	√	X
1.18	Panel glass damage and replacement	√	X
1.19	Cleaning for servicing	X	√
1.20	Cleaning prior to Effective Date	X	√
1.21	Inspection of equipment prior to Effective Date	√	√
1.22	Inspection of equipment at completion of Term	√	√
1.23	Inspection of Tires or Undercarriage prior to Effective Date (inspection used to determine potential excess wear and tear throughout Term)	√	√
1.24	Inspection of Tires or Undercarriage at the completion of Term (inspection used to determine potential excess wear and tear throughout Term)	√	√
1.25	Distribution of maintenance requirements to site teams	√	√
1.26	Renter to provide detailed equipment and maintenance information as required by Owner maintenance teams	√	X



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1.27	Renter to provide all oil sample analysis (SOS) results to Owner designated maintenance contact	√	X
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1 DEFINITIONS

“Equipment” means the, equipment, devices, or vehicles to be provided in accordance with the Rental Order.

“Renter” means the person, firm or company named in the Rental Order to Rent the Equipment and shall include the Renter’s legal representatives, successors and assigns.

“Rental Order” includes this Equipment Rental Order or Purchase Order issued by the Renter to the Supplier; these General Terms and Conditions, as may be amended by any Special Conditions attached to the Rental Order; and any other attachments forming part of the Rental Order, including the Responsibility Matrix.

“Responsibility Matrix” is described in Section 8 of these General Terms and Conditions.

“Supplier” means the person, firm or company named in the Rental Order.

“Special Conditions” means the Special Conditions, described as such in, and attached to, the Rental Order.

2 ENTIRE AGREEMENT

The Renter hereby acknowledges that the Rental Order constitutes the entire agreement between the Supplier and the Renter related to the Equipment, and that no prior agreements, whether verbal or in writing between the Supplier and Renter shall be applicable or binding.

Notwithstanding that the Supplier may, prior to or subsequent to this Rental Order, issue any document that purports to impose terms and conditions that vary the terms and conditions contained in the Rental Order for the Equipment, including but not limited to, offers, quotations, delivery documents, or invoices, the Supplier agrees that the terms and conditions contained in such document are not binding on the Renter, are waived by the Supplier in their entirety, and shall have no effect on the terms and conditions contained in this Rental Order.

In the event that there are any ambiguities in the Rental Order, the parties agree that the contra proferentem will not be used to resolve the ambiguity against the party who drafted the Rental Order.

3 CONFIDENTIALITY, SURVIVAL AND STRICT PERFORMANCE

The Supplier shall, and shall oblige its officers, employees, sub-contractors and agents to, maintain full secrecy and confidentially related to all information gleaned from the Renter further to the awarding and performance of the Rental Order, provided such information is not already in the public domain. Notwithstanding the completion of this Rental Order, the representations, warranties and covenants of the Supplier contained in the Rental Order survive, and are not discharged, dissolved or terminated.

Failure by the Renter to insist upon strict performance of any term or condition of Rental Order shall not be deemed a waiver thereof or of any rights the Renter may have and shall not be deemed a waiver of any subsequent breach of any such term or condition.

4 ACCEPTANCE

This Rental Order will be deemed accepted and will be a binding agreement on the Supplier, upon the earliest of: (a) the Supplier executing the Rental Order; (b) the Supplier delivering

any part of the Equipment to the Renter; or(c) upon Supplier accepting any payment made by the Renter related to the Equipment.

5 JURISDICTION AND ARBITRATION

This Agreement is governed by the law of the place where the Equipment is delivered. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The Supplier and Renter agree that any dispute related to the Equipment or the Rental Order will be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of the ADR Institute of Canada for projects within Canada, and the Commercial Arbitration Rules of the American Arbitration Association for projects within the United States (the “Arbitration Rules”) and such arbitration will be held in the city nearest to where the Equipment is delivered.

In the event either party requires injunctive relief, or any court order that it cannot obtain from an arbitrator pursuant to the Arbitration Rules, that party may seek a court order from a court house in the city nearest to where the Equipment is delivered. Both the Renter and the Supplier hereby attorns to the jurisdiction of such court.

6 ORDER OF PRIORITY

In the event of conflict, ambiguity or discrepancy between the documents the order of priority that will take precedence shall be as follows:

- a) Rental Order (inclusive of Special Conditions)
- b) General Terms and Conditions of Rental Order
- c) Any other attachment thereto.

Should any error, omission, deficiency, ambiguity or contradiction occur within or between the various parts of the Rental Order documentation, the Supplier shall immediately request in writing (no later than 7 days of acceptance of the Rental Order) appropriate clarification from the Renter. In the event that the Supplier fails to do so, any additional cost or delay due to any error, omission, deficiency, ambiguity or contradiction, shall be to the Supplier’s account.

7 INSURANCE

The Renter agrees to obtain and maintain at its own expense from the date of delivery of the Equipment until the later of the termination of this Agreement or until the Equipment has been redelivered to and accepted by Supplier, public liability insurance for bodily injury (including death) and property damage in an amount not less than of \$2,000,000 and "all risks" insurance for the full replacement value current market value of the Equipment, as



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determined by Supplier, against loss or damage to the Equipment including without limitation loss by collision, theft, fire and all other risks of loss as are customary for the intended use of

the Equipment and in the business in which the Renter is engaged. All such policies of insurance shall:

- a) be in such amounts and with such insurers as are satisfactory to Supplier;
- b) name Supplier as an additional named insured, with cross liability clause in respect of public liability insurance and as a loss payee in respect of all risks insurance;
- c) contain a clause requiring the insurer to give to Supplier at least 30 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof; and
- d) not, without the prior written consent of Supplier, contain clause excluding coverage in respect of: loss due to soft soil, quicksand, swamp conditions, ice, muskeg or other equivalent terrain; loss when used in an application other than the specified use; loss resulting from operation of the Equipment in an overloaded condition or contrary to the manufacturer's instructions; loss while waterborne; loss while the Equipment are leased, rented or lent to a third party; or loss by fire in the event that fire suppression equipment required to be installed on the Equipment is disconnected for any reason.
- e) The Renter shall be solely liable for the full amount of any deductible associated with its insurance. The Supplier shall maintain levels of insurance sufficient to cover its respective liabilities and obligations under this Rental Order and at law. For clarity, the Supplier shall at all times, and at Supplier's expense, maintain in good standing a minimum of \$2,000,000 of comprehensive general liability insurance. The Supplier will provide a certificate evidencing this insurance to the Renter upon the Renter's request.

8 Maintenance of the Rented Assets

- (a) The Renter will maintain all Equipment in good condition and take such steps as a reasonable owner of the Equipment would deem advisable to prevent any damage, destruction or loss, or other event, development or condition of any character which would have a material adverse effect on the value of the Equipment.
- (b) Without limiting the generality of the foregoing, the Responsibility Matrix describes the specific responsibilities of the Owner and Renter for maintenance of the Equipment.
- (c) In addition to the foregoing, the Renter shall:
 - 1) keep all Equipment at approved sites only (as such sites are identified in the Rental Order);
 - 2) ensure that only skilled, qualified operators operate the Equipment; and

- 3) ensure that the Supplier is at all times aware of the approved site where the Equipment is located; and

- 4) pay for any repairs that fall within the Renter's responsibility as outlined in the Responsibility Matrix.

9 RISK AND TITLE

The title in the Equipment shall not pass from the Supplier to the Renter.

The Supplier warrants that the Equipment rented to the Renter is free of any liens, charges or encumbrances that could result in the Renter not being able to use the Equipment as intended.

Risk of loss or damage to the Equipment shall remain with the Supplier until the Equipment has been delivered to the Renter in accordance with the Rental Order. The risk of loss or damage will transfer back to the Supplier when the applicable Rental Order is terminated.

10 INDEMNITY ARRANGEMENTS

- (a) The Supplier shall indemnify and hold harmless the Renter, its agents, employees, affiliates, directors and officers from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties ("Third Party Liabilities") that arise out of or are attributable to the Supplier's provision of the Equipment or performance under a Rental Order, providing that such Third Party Liabilities are caused by acts or omissions of the Supplier or anyone else for whom the Supplier may be liable.
- (b) The Renter shall indemnify and hold harmless the Supplier, its agents, employees, affiliates, directors and officers from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties ("Third Party Liabilities") that arise out of or are attributable to the Renter's performance under a Rental Order, providing that such Third Party Liabilities are caused by acts or omissions of the Renter or anyone else for whom the Renter may be liable.

11 SUPPLIER'S WARRANTIES

- (1) The Supplier hereby guarantees, represents and warrants that:
 - a) The Equipment will conform to all requirements of the Rental Order including, but not limited to, the specifications, designs and drawings provided and communicated to Supplier prior to order acceptance;
 - b) The Equipment will be manufactured and produced in accordance with best industry practice, and in accordance with all legal requirements, statutory regulatory or otherwise, that apply to the manufacture of equipment similar to the Equipment; and
 - c) Supplier warrants the Equipment and components included with the Equipment will perform to manufacturer specifications if used within the manufacturer's published guidelines.



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Upon the Renter's notification of any breach of the warranty described herein, the Supplier shall remedy this breach as required by the Renter, at no additional cost to the Renter. If the Supplier fails to remedy this breach within fourteen (14) days or any other period as agreed by the parties in writing, the Renter may remedy the breach at the Supplier's cost. In addition,

the Supplier shall reimburse the Renter for all reasonable costs incurred by Renter in connection with remedying the breach, including, but not limited to, any associated transport costs and any import costs if applicable.

12 DEFAULT

a) All rights and remedies of the Parties contained in this and the Rental Order are cumulative and in addition to and without prejudice to the rights and remedies of the Parties at law, in equity or by statute.

b) Either Party may terminate this Rental Order if:

i. The other Party is in material default of this Rental Order (and fails to cure such default as described below);

ii. The other Party is adjudged bankrupt; is unable to meet its financial obligations as they become due; makes a general assignment for the benefit of creditors; or if a receiver is appointed; if a creditor takes possession of any of the other Party's property; if a distress, execution or similar process is commenced against such property; or

In the event of a default under this Section [11], the affected Party will provide notice to the defaulting Party, and the defaulting Party may remedy the default (except for a default under Section [11](b)(ii), which default is incapable of being remedied), provided that such default must be remedied within 3 business days after notice of the default has been provided to the defaulting Party, and in the event that it is not possible to remedy the default within 3 business days, the defaulting Party will provide a plan to the other party detailing how the default will be remedied, and if such plan is accepted by the other party, the defaulting party will not be in default if it executes this plan. In the event of the defaulting Party's unremedied default under this Section [11], this Rental Order is terminated, and the defaulting Party will be liable to the affected Party, for direct damages that the affected Party suffers as a result of such default.

13 INTELLECTUAL PROPERTY RIGHTS

The Supplier agrees to indemnify, defend and hold harmless the Renter, its servants and agents, successors, assigns, customers and users from and against all actions, suits, claims, demands and costs of whatsoever nature (including legal cost on a full indemnity basis) arising out of or in any way connected with any alleged or actual infringement of any patent, proprietary right, registered design, copyright or trademark in any way connected with the Equipment provided under this Rental Order. The Supplier shall supply with the Equipment all

data sheets, manual, handling and operating instructions required for the proper use, maintenance, repair, installation or operation of the Equipment.

14 DELIVERY

Unless stated to the contrary under the Special Conditions, delivery of all Equipment shall be in accordance with Ex Works (EXW) Incoterm 2010 rule to the place of delivery as the

supplier's premises. If at any time Supplier is unable to deliver the Equipment as required, the Supplier shall immediately notify the Renter, and in any event, not later than seven (7) days upon the Supplier become aware (or should have been aware) of the occurrence of the event causing the delay together with full details of the event causing the delay and actions to be

taken to overcome or minimize delay and, where delay cannot be avoided, to inform the Renter of the earliest revised delivery date.

The Supplier shall at its own costs take all actions necessary to remedy any delay which would prevent the delivery of the equipment by the date specified on the Rental Order.

The Supplier shall not be entitled to claim any additional costs unless the delay is due to a default of the Renter. In the event that the revised delivery date is not acceptable to the Renter, the Renter shall have the right to terminate this Rental Order and recover from the Renter all losses and expenses sustained by the Renter as a result of the delay. Time of delivery of the specified Equipment shall be of the essence.

The Renter's acceptance or use of the Equipment does not constitute the Renter's acknowledgment that the Equipment is in good mechanical condition.

In the event that the Equipment does not function as described in this Agreement, the Supplier shall promptly service the Equipment so that it functions as described in this Agreement in a reasonable timeframe acceptable to the Renter. If the Equipment cannot be serviced so as to function as described in this Agreement, the Supplier will replace the Equipment within 24 hours, unless other arrangements acceptable to the Renter are made. Loading and offloading of the Equipment at the Supplier site shall be the responsibility of the Supplier. Loading and offloading of the Equipment at the project site shall be the responsibility of the Renter.

15 HEALTH, SAFETY & ENVIRONMENT (HSE)

The Supplier will comply with all applicable environmental laws and laws related to the occupational health and safety of its employees (the "HSE Laws"). The Supplier is required to have current management systems, plans and guidelines that permit it to comply with the HSE Laws.



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16 RENTAL RATES AND PRICES

All prices are as stated within the Special Conditions Form - Equipment Rentals accompanying the Rental Order

No "stand-by" rates of Rental shall be payable by the Renter unless specified within the Rental Order.

17 PAYMENT

Subject to the satisfactory delivery and operation of the Equipment and any other requirements in accordance with the Rental Order, the Renter shall pay the Supplier within 30

days (or other days as agreed within the Rental Order) following date of an acceptable invoice as described in the Renter's Invoice Submission Standard. All invoices must be accompanied with a copy of the delivery acknowledgement bearing the name and signature of the Renter, Rental Order reference details of the Equipment and the delivery location in order to be valid.

The Renter's name on the invoice MUST match the Renter's name on the Rental Order in order to process payment.

18 SET OFF

The Renter is entitled to set-off against payments owing to the Supplier where the Renter has made, in good faith, a determination that the Supplier is in default of its obligations under the Rental Order, and such default has caused, or is reasonably likely to cause, the Renter, the Owner or another party working on the Project, damages because of such default.

In such cases, the Renter will set-off the amount as is reasonably necessary to maintain itself in a "no-better/no-worse" position, as if there had otherwise been no such default by the Supplier.

19 TERMINATION FOR CONVENIENCE

The Renter may at any time give written notice to the Supplier to terminate this Rental Order forthwith and in such event the Renter and the Supplier shall negotiate reasonably: the settlement of all claims under this Rental Order; the sum that will reasonably compensate the Supplier for all work done in performance of this Rental Order prior to its termination; and for all work reasonably done by the Supplier in giving effect to such termination.

20 VARIATIONS

The Renter shall at its own discretion through a written variation order, be entitled to issue and to make any alteration, increase or decrease in the form, specification, quality or quantity of any part of the scope of supply, which in its opinion may be desirable. No alteration shall in any way vitiate or invalidate the Rental Order. Variation to the Rental Order agreed by both parties shall be in writing and the only valid manner of varying the Rental Order price.

Variations to the Rental Order shall be valued in accordance with the following principles:

a) Where supply is of a similar character and executed under similar conditions to supply priced in the Rental Order, it shall be valued at such rates and prices contained therein as may be applicable.

b) Where supply is not of a similar character or is not executed under similar conditions, then the rates for additional supply contained in the Rental Order shall be used as the basis for valuation, so far as may be reasonable, failing which a valuation based on prevailing market conditions shall be made.

Except with the written approval of Renter, the Supplier shall not delay the commencement or execution of any supply, which is, or is alleged to be, an amendment to the Rental Order. Failure to comply with this provision shall constitute a default of the Supplier.

21 OFFERING GRATUITIES

If the Supplier or any of its agents or employees shall be found to have offered or given any advantage, gratuity, bonus, bribe or loan of any sort to any agent or employee of the Renter or to any of their respective staff members, the Renter shall be at liberty forthwith to cancel the

Rental Order, and to hold the Supplier liable for any loss or damage which the Renter may thereby sustain.

22 ASSIGNMENT

Neither party may assign the Rental Order or any part without the prior written consent of the other party which may be granted or refused at the party's sole option and discretion. The refusing party shall not be obliged to provide reasons in respect of any refusal.

23 RENTAL PERIOD

The rental period of the Equipment shall commence upon the delivery of the Equipment (provided such Equipment is in compliance with this Rental Order) to the place of delivery set out within this Rental Order and shall terminate on the return of the Equipment to the Supplier. The Equipment shall be returned to the Supplier at the place of delivery aforesaid.

Should the Equipment upon delivery not be accepted by the Renter as being satisfactory for whatsoever means at the Renter's discretion, the Renter may opt to either:

a) Cancel the Rental Order at no cost to the Renter and without any prejudice to any other rights in contract or at law; or

b) Request that the Equipment is replaced with a suitable replacement (within the time stipulated) at no cost to the Renter.