

Terms and Conditions

1. **RENTAL PERIOD.** The rental period shall commence from the date of shipment of the said equipment covered by this agreement from the point of shipment and shall continue until the said equipment is returned to the lessor's yard or such other point as the lessor shall in writing direct.
2. **DETERMINATION OF RENTAL CHARGES.** The lessee shall pay for the rental period on each piece of equipment named in the list of equipment in this agreement at the rate therein stipulated and in accordance with the following:
 - (a) (i) A monthly rental rate is 4 weeks (28 days) (i.e., one month commences from the date of the commencement of the rental period and runs up to but not including the same day of the following fourth week).
 - (ii) A weekly rental rate is for a minimum rental period of one week (i.e., one week commences from the date of the commencement of the rental period and runs up to but not including the same day in the following week).
 - (iii) A 24 hour daily rental rate is for 24 consecutive hours or any lesser number of hours, after exceeding 4- and 1/2-hour period, or one 24-hour period only.
 - (iv) Rental charges accrue during Saturday's, Sunday's and holidays.
 - (b) (i) Monthly rental rates are computed on a 160 hour or less month. Any use of the equipment over the 160 hours during as rental period of a month shall be reported to the lessor by the lessee and the rental for the additional number of hours shall be prorated upon the said monthly rental.
 - (ii) Weekly rental rates are computed on a 40 hour or less week. Any use of the equipment over the 40 hours during a rental period of a week shall be reported to the lessor by the lessee and the rental of the additional number of hours shall be prorated upon the said weekly rental.
 - (iii) Rental rates are for normal "one shift" usage based on an 8-hour day. On power equipment, operation in excess of one shift will be charged as follows: 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to S&S Supply Ltd., the number of shifts the equipment was operated.
 - (iv) Upon the expiration of the minimum rental period as provided for in the agreement, the equipment not having been returned in accordance with the conditions of this agreement, the amount of rent payable there after shall be prorated upon the basis of the rental period for which the equipment was initially rented for each day, week, or month as the case may be, that the equipment is retained by the lessee.
3. **PAYMENT.** All rentals due under this agreement shall be paid monthly, weekly or daily as the case may be depending upon whether the equipment has been rented by the month, by the week or by the day upon receipt of invoice by Customer. Rental rates do not include any applicable taxes or levies that S&S Supply is required to collect. All overdue payments shall bear interest at the rate of 18% per annum without prejudice to the lessor's rights and in particular without prejudice to the lessor's right hereinafter stipulated to terminate this agreement for non-payment rental.
4. **LOADING, UNLOADING AND TRANSPORTATION.** The lessor at his own expense shall load the equipment for transfer to the lessee and shall unload the said equipment upon its return, and shall pay all demurrage charges incurred at his own shipping or receiving point. The lessee shall pay all shipping expenses from the original point of shipment to his receiving point and all return shipping expenses to the lessor's yard or such other point as the lessor shall in writing direct. But if the lessee is directed in writing by the lessor to return the equipment to a place other than the lessor's yard then the lessee shall pay the shipping expenses up to the amount which would have been required to return the said equipment the lessor's yard.
5. **RECALLING AND RETURNING NOTICE.** The lessor may recall any or all equipment upon thirty days written notice to the lessee and the lessee may return any or all equipment upon like notice to the lessor.
6. **MAINTENANCE, OPERATION AND REPAIRS.** The lessee shall at one's own expense operate, maintain, and keep in good repair the equipment rented and return it in the same condition in which it was received. Specifically, the lessee must:
 - (a) Supply all fuel and lubricating necessary to operate the equipment.
 - (b) Execute all repairs necessary to keep the equipment in good running order.
 - (c) Replace all broken or worn-out parts.
 - (d) Return the equipment in a clean and unmarred condition.
7. **REFUELING SERVICE CHARGE.** Customer acknowledges that a fueling charge will be applied to all equipment not returned with a full tank of fuel. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel and Customer understands that such charges may be avoided if the equipment is returned with a full tank of fuel.
8. **TIRE AND TUBE REPAIR/ REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of the Customer and is not included in the rental rate.
9. **INSPECTION.** Before the equipment is loaded for transit to the lessee, the lessee may require an inspection thereof by proper authorities and if the equipment is not in satisfactory condition the case of inspection shall be paid by the lessor. If the lessee does not inspect the said equipment before it is loaded for transit than the lessee is conclusively deemed to have accepted that the equipment is in good running order without broken or worn-out parts and in a clean and unmarred condition.

The lessor shall have the right at any time and from time to time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purposes of inspection.
10. **DAMAGE TO EQUIPMENT.** The lessee shall be liable to the lessor for all loss or damage to the equipment while it is in the possession of the lessee. Subject to the provisions of clause 9 hereof, either party shall advise the other immediately following the receipt of the equipment of any damage claim which it might have against the other and unless such notice is given within such period, such claim for damage shall be invalid and unenforceable.
11. **LIABILITY OF LESSEE.** The liability for injury, disability, and/or death of workmen and other persons caused by the operation, handling or transportation of the equipment during the rental period shall be that of the lessee and he shall indemnify the lessor against all such liability. The lessee shall also indemnify and save harmless the lessor against all loss, expense, damages, and/or penalty or penalties which may arise out of any action for damages to property or person or persons occasioned by the operation, handling or transportation or the equipment during the rental period, and regardless of condition of said equipment or its suitability for the work it may be required to perform.
12. **INSURANCE.** The lessee shall at his own expense maintain public liability and property insurance to protect the lessee and the lessor against damage to property or persons from the operation, handling or transportation of the said equipment during the rental period. In addition, the lessee shall also provide; marine insurance to protect against any loss or damage to the equipment while it is in transport, storage or use in offshore or other marine purposes. All Land, Sea, and Air insurance is the responsibility of the lessee.
13. **LEGAL EXPENSES.** The lessee will pay all costs, charges and expenses including reasonable solicitor's account incurred in retaking possession of the equipment hereby rented or in the collection of any sums which may be due and owing the lessor by the lessee, including the defence of any action brought against the lessor damages caused by the lessor's equipment to any person while such equipment is in the possession of the lessee. The said equipment shall be deemed to be in the possession of the lessee for all purposes of this agreement from the time it is loaded for transit to the lessee until the time that the said equipment has been returned by the lessee to the lessor's yard or such other point as the lessor shall in writing direct.
14. **SUBLETTING.** No equipment shall be sublet by the lessee nor shall he/she assign or transfer any interest in this agreement without the consent in writing of the lessor.
15. **TERMINATION OF THIS AGREEMENT.** Should the lessee fall in arrears in making payment in accordance with the terms of this agreement or become bankrupt or make an assignment or fail to maintain and/or operate or to return the equipment as provided by the agreement or substantially violate any provision thereof, the lessor may without notice terminate this agreement, take possession of the equipment wherever it may be found without becoming liable for damages for trespass, and recover all rental due together with any damages for injury to the equipment, and all expenses incurred in returning and repossessing the equipment.
16. **SUPPLYING OPERATOR.** Unless otherwise mutually agreed in writing the lessee shall supply and pay all operators employed on the equipment for the rental period and shall employ no operators thereon who are incompetent to perform their respective duties. Should the lessor by agreement furnish any operators, each shall receive from the lessee such travelling expenses, board, lodging and wages as the lessor may agree upon in writing. The lessee shall provide and pay for workman's compensation and unemployment insurance and pay all payroll taxes required by law and applying to such operators and workman.
17. **OPTION.** At any time within _____ months from the date of shipment, the lessee has the option of purchasing the equipment for replacement value shown less _____% of the rental charges already paid: such balance to paid in cash at that time.
18. The conditions of this contract shall be the only conditions of the contract. Purchase orders are to be used as reference only, not as conditions of this contract.
19. **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 pursuant to applicable criminal and penal code provisions.