



RENTAL TERMS AND CONDITIONS

1. Rental Period. The rental period with respect to each piece of Equipment (the "Rental Period") shall commence on the earlier of: i) the date shown for commencement of the Rental Period on the face hereof, or ii) the day of Delivery of the Equipment to the Customer. For the purposes of this Agreement, "Delivery" of the Equipment shall occur when each piece of Equipment is released to the Customer's agent (including, without limitation, any third party carrier) or the Customer, whichever occurs first. The Rental Period shall end on the earliest of: i) the expiry of the Rental Period shown on the face hereof; ii) Finning, in its sole discretion, providing the Customer seven (7) days' notice of the termination of the Rental Period; or iii) Finning terminating the Rental Period as may be provided for otherwise in this Agreement. Finning may in its sole discretion, permit the Customer to extend the Rental Period, provided however that the Rental Period, as extended, may be terminated by Finning, in its sole discretion, providing the Customer seven (7) days' notice. Except to the extent stated otherwise in this Agreement, all obligations of the Customer hereunder shall survive the expiry or earlier termination of the Rental Period.

2. Rental Charges. Rental rates for Equipment ("Rental Charges") are based on a "one shift" basis (meaning 10 hours per day, 50 hours per week, and 200 hours per 4 week basis), or as otherwise agreed to in writing by Finning. Over hour charges ("Over Hour Charges") shall be charged to Customer for the number of hours in excess of the "one shift" basis. Rental Charges together with Over Hour Charges (if any) and all other amounts which the Customer may owe to Finning pursuant to the terms of this Agreement shall be collectively referred to herein as the "Charges". Customer shall be responsible for the payment of Charges even if the Equipment or any portion thereof is not used during the Rental Period. If Finning should permit the Customer to extend the Rental Period for any Equipment, Finning reserves the right, in its sole discretion, to increase the Charges, or any component thereof at any time by providing the Customer notice in writing. Unless otherwise agreed to in writing by Finning, the Customer shall be solely responsible for all loading, unloading, installing, dismantling, transportation and carrier expense, and any demurrage charges. Should the Customer return the Equipment to Finning prior to the end of the Rental Period, subject to any agreement of Finning otherwise in writing, Finning shall be entitled to solely responsible for all loading, unloading, installing, dismantling, transportation and carrier expense, and any demurrage charges. Should the Customer return the Equipment to Finning prior to the end of the Rental Period, subject to any agreement of Finning otherwise in writing, Finning shall be entitled to immediately invoice the Customer for all Charges through to the end of the Rental Period notwithstanding that the Customer shall no longer have the use of or any rights whatsoever in respect of the returned Equipment.

3. Payment Terms. Provided that the Customer has received credit approval from Finning, the Customer shall pay all Charges within 30 days of the date of invoice issued to Customer by Finning. In the absence of such approval, payment of Rental Charges for the Rental Period is due and payable upon Delivery of the Equipment and/or otherwise as Finning may direct. overdue payments shall bear interest at 18% per annum, compounded monthly. Recovery by Finning of interest on overdue payments shall not operate as a waiver of any of Finning's remedies or default as provided elsewhere in this Agreement. Payments made by the Customer and applied to any indebtedness arising under this Agreement (including, without limitation, any interest) shall be applied first, to reimburse Finning for any costs, charges or expenses paid or incurred by Finning in relation to remedying Customer's defaults and/or repossession of the Equipment as provided for in this Agreement; second, towards payment of Charges and interest, if any, in arrears; third, toward payment of current Charges; fourth, on account of any monies owing to Finning in relation to damage or loss of Equipment as described in this Agreement.

4. Finning's Limited Representation and Inspection Rights of Parties. Finning represents and warrants the Equipment will be in good condition and running order at the time of Delivery. Unless Customer notifies Finning of any problems with the Equipment within 24 hours of Delivery, Finning shall be deemed to have satisfied its obligations in this regard. Finning does not make, and specifically disclaims any representation or warranty with respect to the suitability, merchantability, condition, quality, fitness for purpose, durability of the Equipment, or any other representation or warranty of any kind or character, express or implied, with respect to the Equipment. During the Rental Period, Finning may, upon providing reasonable notice to the Customer, enter the premises or place where the Equipment is located and the Customer shall provide access to all necessary facilities for the purpose of Finning inspecting the Equipment without any trespass being occasioned by such inspection by Finning.

5. Title and Risk of Loss. Title to the Equipment shall at all times be and remain vested in Finning and nothing contained in this Agreement shall be deemed to have the effect of conferring upon Customer any right or title whatsoever in or to the Equipment, other than that of renter or lessee. Unless agreed to in writing, signed by Finning, the Customer shall have no option or other right to purchase the Equipment. Any replacement components or parts of whatever kind or nature placed in or upon or attached to the Equipment shall immediately belong to and become the sole and exclusive property of Finning, shall form part of the Equipment, and shall be subject to the provisions of this Agreement. Customer shall not claim, or permit to exist any claim, security interest, lien, charge, or other encumbrance to, on, or with respect to the Equipment nor any part of the Equipment (a "Lien"). Customer shall provide Finning with immediate written notice if the Equipment becomes liable to seizure or subject to any Lien in contravention of this Agreement and Finning shall be entitled to take whatever action, in its sole discretion, is advisable so as to protect its interest in the Equipment against such Lien at the Customer's sole expense. Finning may, in its sole discretion, make registrations or take other action to protect its interest in the Equipment. To the extent permitted by law, Customer hereby waives all rights to receive notice of registration or copies of financing statements, financing charge statements, verification statements, or any other notices or documentation associated with the foregoing and Customer hereby agrees to execute all such further documentation as Finning may require in this regard. Finning and Customer hereby confirm their intention that the Equipment shall always remain and be deemed personal property or movable property even though the Equipment may have been attached or affixed to realty and regardless of the manner in which it may become affixed or attached. The Equipment shall be at the sole risk of loss of Customer and Customer is responsible for the Equipment until it has been delivered to the Return Location and accepted by Finning.

6. Reasonable Wear and Tear. "Reasonable Wear and Tear" in respect of the Equipment means the deterioration of the Equipment that is caused by ordinary and reasonable use on a "one shift basis" or amount of use as otherwise agreed in writing by Finning. Upon acceptance of the Equipment by Finning at the Return Location, Finning shall calculate the Reasonable Wear and Tear and the excess wear and tear to the Equipment and/or the tires and tires on the Equipment (the "Excess Wear and Tear"). The Customer agrees to pay for Excess Wear and Tear, as determined by Finning in its sole discretion. Unless otherwise agreed to in writing by Finning, if the Equipment is equipped with tires or undercarriage, Finning and the Customer agree that Reasonable Wear and Tear with respect to tires or undercarriage mounted on the Equipment shall mean five (5) percent per month.

7. Maintenance, Operations and Repairs. The Customer: i) shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed on or attached to the Equipment; ii) shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed on or attached to the Equipment; iii) shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia on or attached to the Equipment; iv) shall ensure that the Equipment is not subjected to abuse, misuse, neglect, or over use, or rough usage; v) shall comply with all requirements, recommendations, and instructions of Finning and the manufacturer of the Equipment that are posted on the Equipment, included in the operator's manual(s), and as otherwise communicated by Finning; vi) shall only use the Equipment in the normal business operations of Customer; vii) subject to any obligations that Finning may have pursuant to servicing agreements for the Equipment, if the Rental Period in respect of the Equipment is for a period of more than one day, the Customer shall perform all daily and other regular maintenance as posted on the Equipment, recommended by the manufacturer, and otherwise as may be directed by Finning (including, without limitation, scheduled oil sampling), shall only use parts, supplies, materials and consumables which meet or exceed the Equipment manufacturer's specifications therefor, and, at the Customer's sole expense, maintain and ultimately return to Finning the Equipment and its appurtenances, together with any tools and accessories pertaining thereto in the same or better condition as it was on Delivery. Reasonable Wear and Tear excepted. Subject to the terms of this Agreement, if at any time during the Rental Period the Equipment requires repair, the Customer shall not be liable for such repair, and the Customer shall, in its sole discretion, determine whether to repair or replace the Equipment. Finning is not responsible or liable to the Customer for any downtime or inconvenience caused to the Customer to perform repairs on the Equipment, or by failure of any tires, tubes, wheels and/or associated equipment.

8. Damage to or Loss of Equipment. If the Equipment is damaged during the Rental Period, Finning may at its option, repair the Equipment and the Customer shall reimburse Finning at Finning's regular billing rates on being invoiced for such repairs. If the Equipment shall at any time while at the risk of the Customer be lost, destroyed, or in Finning's sole opinion damaged beyond economic repair, the Customer shall pay to Finning an amount equal to the fair market value of the Equipment, as determined in Finning's sole discretion, as of such date and Finning shall have no obligation whatsoever to provide replacement equipment. In addition, the Customer shall pay to Finning all amounts which outstanding under this Agreement up to the date of such loss, destruction or damage and Rental Charges for the remainder of the Rental Period.

9. Equipment Repair or Replacement. If the Equipment becomes unsafe, malfunctions or requires repair, the Customer shall immediately cease to use the Equipment and notify Finning in writing as soon as practicable thereafter and Finning will determine in its sole discretion, whether to repair or replace the Equipment with substantially similar equipment. Finning has no obligation to repair or replace Equipment which is damaged or rendered inoperable as a result of any reason other than normal operation of the Equipment, including, without limitation, as a result of breach of this Agreement, misuse and/or the acts or omissions of the Customer or others.

10. Return of Equipment. At the expiration or termination of the Rental Period, the Customer shall return the Equipment to the Return Location in the same or better condition as it was when Delivered by Finning, including, without limitation, the same fuel level, Reasonable Wear and Tear excepted. Unless otherwise agreed to in writing by Finning, the Customer's right to use, retain, and possess the Equipment terminates on the expiration or termination of the Rental Period. Late returns may, in Finning's sole discretion, be subject to additional charges for each hour the Equipment is retained beyond the expiration or termination of the Rental Period. In the event the Equipment is returned after Finning's regular business hours, the Equipment shall be deemed to have been returned at the commencement of normal opening hours on Finning's next regular business day, and all risk of loss shall remain with the Customer until the Equipment is accepted by Finning.

11. Indemnity. The Customer shall indemnify, defend, and hold harmless Finning's affiliates and their respective directors, officers, employees, agents and representatives (collectively, "Finning Group") against any and all liens, claims, loss, costs, charges, expenses, penalties, demands, damages, liabilities, actions and suits of every kind and nature whatsoever, including, without limitation, legal costs on a full indemnity basis and costs of collection (collectively "Damages") which may be asserted against or incurred by Finning or any of its affiliates, agents, employees, contractors or other act or omission by the Customer, its agents, employees, contractors, or others for whom it may be responsible at law ("Customer Group"); and/or (ii) may be required to pay for personal injuries (including death) and/or property damages suffered by any person (including the Customer Group) in any way relating to or arising out of the rental, delivery, possession, retention, operation, use, maintenance, handling, transportation or repossession of the Equipment. The Customer hereby releases Finning from all claims which it may have against Finning for any loss or damage which it 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.

12. Insurance. Unless otherwise agreed to in writing between the Customer and Finning, the Customer agrees to obtain and maintain the following insurance at its own expense during the Rental Period and for such additional period of time, if any, until the Equipment is returned to the Return Location and accepted by Finning: (i) public liability insurance including any (including death) and property damage in an amount not less than \$5,000,000 and (ii) "all risks" insurance for the full replacement value of the Equipment, as determined by Finning, against loss or damage to the Equipment including, without limitation, loss by collision, theft, flood, fire and all other risks of loss as are customary for the intended use of the Equipment and in the business in which the Customer is engaged. All such policies of insurance shall: (i) be with such insurers as are satisfactory to Finning; (ii) name Finning as an additional named insured, and include a cross liability clause in respect of public liability insurance; (iii) name Finning as first loss payee in respect of all risks insurance; (iv) contain a clause requiring the insurer to give to Finning at least 30 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof; and (v) not, without the prior written consent of Finning, contain any clause excluding coverage in respect of: (A) loss due to soft soil, quicksand, swamp conditions, ice, muskeg or other equivalent or similar terrain; (B) loss when used in an application other than the specified use; (C) loss resulting from operation of the Equipment in an overloaded condition or contrary to the manufacturer's instructions; (D) loss while waterborne; (E) loss while the Equipment is leased, rented, lent, or sublet to a third party; or (F) loss by fire in the event that fire suppression equipment required to be installed on the Equipment is disconnected for any reason. The Customer shall be solely liable for the full amount of any deductible(s) or retained amounts associated with its insurance and shall ensure that a waiver of subrogation against Finning is in place. The Customer agrees to promptly deliver evidence of such insurance to Finning upon request and agrees to promptly notify the insurer and Finning of any change in the use of the Equipment. The limits of insurance contained herein and the availability of coverage for losses shall not be construed so as to limit the Customer's liability under this Agreement.

13. Limit of Liability. Finning's total aggregate liability, if any, in contract, tort (including, without limitation, as may arise out of Finning's negligence), equity, or any other theory of liability whatsoever shall be limited to the amount of Rental Charges actually received by Finning under this Agreement. Finning shall not be liable for any personal injury (including death) to any person (including, without limitation, Customer and members of the Customer Group) or for any other loss or damage, either direct, indirect, or consequential, whether to the Equipment, any other property, or otherwise, which is in any way related to this Agreement and its subject matter (including, without limitation, as may be related to the delivery, possession, retention, operation, use, maintenance, handling, transportation or repossession of the Equipment or by any defect therein). In addition, in no case shall Finning be liable for loss of profits, downtime, loss of production, and of loss of use of the Equipment whether or not caused or contributed to by the negligence or default of Finning. All limits of Finning's liability contained in this Agreement shall survive the expiry or earlier termination of this Agreement. The Customer's sole remedy for any personal injury and/or property damage that the Customer, or any third party, may suffer arising out of or in any way relating to a failure in the Equipment that is attributable to the acts and/or omissions, negligence or otherwise, of Finning shall be being released of its obligation to pay Rental Charges accruing after the time of failure and until the Equipment is repaired or replaced in accordance with the terms of this Agreement ("Post Defect Charges"). The Equipment must be returned to the Return Location, or such other location as may be designated by Finning in writing, within 24 hours from the time such failure occurs in order for the Customer to be released from its obligation to pay any Post Defect Charges.

14. Termination. Notwithstanding anything else in this agreement, if the Customer: (i) fails to make any payment after it becomes due, (ii) becomes bankrupt, insolvent, has a receiver appointed, and/or takes the benefit of creditor protection legislation, (iii) breaches this Agreement, (iv) fails to return the Equipment as provided herein, and/or (v) fails to comply with any reasonable direction given by Finning in respect of the Equipment, Finning may at its option: (i) immediately terminate the Rental Period, (ii) re-take possession of the Equipment without becoming liable for trespass, and (iii) with prejudice and in addition to any other rights which Finning may have under this Agreement, recover all accrued Charges, including, without limitation, those associated with repossession of the Equipment. All of Finning's rights and remedies herein are cumulative and are not intended to be exclusive and are in addition to any right or remedy previously referred to or otherwise available to Finning at law or in equity. Any one or more of Finning's rights and remedies may from time to time be exercised independently or in combination and without prejudice to any other right or remedy Finning may have or may have exercised.

15. Subletting and Location. The Customer shall not assign this Agreement or any of its rights under this Agreement without the prior written consent of Finning. Finning shall be entitled to assign its rights under this Agreement in or to any of the Equipment without the consent of Customer. Customer may not sublet any of the Equipment without the prior written consent of Finning, which consent, if provided by Finning in its sole discretion, shall not release the Customer from any of its obligations and the Customer shall remain fully responsible for the Equipment and bear full risk with respect to the Equipment notwithstanding any subletting of the Equipment. Unless otherwise agreed to by Finning in writing, the Equipment shall be used only at the location shown on the face of this Agreement and Customer shall not remove or permit the removal of the Equipment from such location without the prior written consent of Finning.

16. Tax. The Customer shall pay and discharge when due, all license fees, levies (including, without limitation, environmental levies), assessments, and all taxes including, without limitation, all sales, use, property, rental, excise, goods and services, harmonized sales, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the services or Equipment which are the subject matter of this Agreement (except income taxes payable by Finning) whether they are payable by or billed or assessed to Finning or the Customer, together with any penalties or interest in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to, or is subject to, the particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of applicable law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall forthwith reimburse Finning therefor. The amount of any such payment shall bear interest at the rate of 18% per annum, compounded monthly.

17. Subrogation. In the event of any loss or damage to the Equipment, Finning may, in its sole discretion, exercise a right of subrogation with respect to any right of the Customer to recover against any person, firm or corporation with respect to such loss or damage. The Customer agrees to promptly execute and deliver whatever instruments and filings or actions are required and to do whatever else is necessary to secure such rights. Customer will cooperate fully with Finning and/or Finning's insurers in the enforcement and prosecution of those rights and will neither take or permit nor suffer any action to prejudice Finning's rights with respect thereto.

18. Waiver of Rights. Any waiver by Finning of any of the provisions of this Agreement will be binding only if it is in writing, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of Finning in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

19. Force Majeure. Finning shall incur no liability to Customer whatsoever, and shall not be in breach or default of this Agreement, for any delay in delivery of, or failure to deliver, the Equipment or for any delay or failure to perform any of its obligations under this Agreement as a result of any "Force Majeure". For the purposes of this Agreement "Force Majeure" means an event, condition or circumstance (and the effect thereof) which is not within the reasonable control of Finning, including without limitation, strike, lockout, threat of strike or lockout, flood, interruption or delay in transportation or carrier, acts of nature, any requirement or shortage of labour or equipment or material, acts of God, fire, explosion, widely spread or localized disease, illness, and/or infection, civil disturbance, war, riot, insurrection, military or action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, drought and action or restraint by the order of any governmental authority.

20. Other Defaults. Any breach by Customer of any other agreement between Finning and Customer shall constitute a breach of this Agreement and any breach by Customer of this Agreement shall constitute a breach of each of such other agreements.

21. Notice. Any notice to be given by one party to the other shall be in writing and may be mailed by prepaid registered post, faxed or emailed to the other party at the address shown in this Agreement or at such other address as may be substituted therefor from time to time by proper notice and such notice shall be deemed to have been received by the addressee (i) in the case of mail or email, on the third business day following the date on which such notice was mailed or sent; and (ii) in the case of fax following receipt of a confirmation fax.

22. Compliance with laws. Customer shall at its sole cost comply with the provisions of all applicable laws and regulations made by any government or other regulatory body applicable to the Equipment and the rental, use, retention and/or possession of the Equipment by Customer.

23. Governing Law. This Agreement will be governed by and construed according to the laws of the Province of Alberta without reference to conflict of laws principles and each of the parties to this Agreement attorns to the jurisdiction of the courts of the Province of Alberta for the settling of any disputes hereunder.

24. Data Sharing. Customer understands, acknowledges and agrees that Finning and Caterpillar Inc., and its and their respective groups of companies, business affiliates, business partners, third party service providers and other third parties can and will collect, use and disclose information about the Customer, including, without limitation, information about Customer's maintenance and use of Caterpillar machines and other equipment (including, without limitation, equipment and machines not manufactured by Caterpillar Inc.) provided by or through, or maintained, serviced or managed by Finning. Details relating to the information that is collected, how it is collected, how it is used and disclosed, and how it is kept secure are all contained in Finning's Data Governance Statement which can be viewed at https://www.finning.com/en_CA/policies/data-governance.html and the Caterpillar Data Governance Statement which can be viewed at www.cat.com/en_US/legal-notices/data-governance.html

25. Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding on the parties hereto and their respective heirs, executors, agents, administrators, successors and permitted assigns.

26. Finning Terms and Conditions Govern. Except as otherwise expressly agreed by Finning and the Customer in writing no terms and/or conditions set out in any purchase order, acceptance document, or other document not explicitly referenced on the face hereof shall be of any force or effect. To the extent agreed by Finning, Caterpillar National Account terms and conditions may be applicable.

27. Entire Agreement. This Agreement consists of those terms noted on the face hereof along with any other explicitly referenced documents. The Agreement represents the entire agreement between the parties. All other documents, communications (written or oral), or other representations are hereby expressly disclaimed. In the event of any conflict or ambiguity in any documents comprising this Agreement, for any matter relating to the rental of the Equipment, these Rental Terms and Conditions shall govern. **REV. 08/20**