



NCSG Crane & Heavy Haul Services, Inc.  
Bare Rental Agreement

Bare Rental Agreement #

Date of Agreement

Customer/Billing Address

Jobsite/Project Location

| Description of Equipment<br>(Make and Model) | Unit Number | Manufacturer's<br>Serial Number | Estimated<br>Replacement<br>Value of<br>Equipment | Delivery Date | Minimum<br>Rental Term<br>(months) | Rental Rate | Maximum Hours<br>per Month |
|----------------------------------------------|-------------|---------------------------------|---------------------------------------------------|---------------|------------------------------------|-------------|----------------------------|
|                                              |             |                                 |                                                   |               |                                    |             |                            |

The Rental Rate provided is subject to the Minimum Rental Term above. The definition of a month as referenced in this Agreement and in the accompanying Bare Rental Terms and Conditions is intended to be any consecutive twenty-eight (28) day period from the initiation of the rental period. After expiration of the minimum rental period, the rental payment for any succeeding period shall be the above noted monthly Rental Rate. The weekly rate will be 1/3 of the monthly rate and the daily rate will be 1/15 of the monthly rate.

**Additional Charges/Services**

**Excess hour charge** - The Rental Rate is based on the Maximum Hours per Month shown above. Additional rent will be charged at the Additional Hourly Rate noted below for the hours the equipment is operated in excess of the maximum hours. For additional information see Section 5 of the Bare Rental Terms and Conditions.

Additional Hourly Rate

Return Date

Crane Hours at Commencement

Crane Hours at Completion

**Unserviced hour charge** - The Customer is required to maintain the Equipment as defined in Section 9 of the Bare Rental Terms and Conditions. If the Equipment is not maintained as required, the Customer will be billed an extended service hour charge equal to the Unserviced Hour Charge below times the hours operated since the last required or recommended service interval.

Unserviced Hour Charge

**Optional maintenance program** - The Customer may engage NCSG to maintain the Equipment or complete necessary repairs. The charge for maintenance at prescribed interval levels is outlined below. The cost for repair work is based on the hourly rate below plus the cost of parts/materials at a rate of cost plus 20%.

| Cost Per Service | Service Interval |            |            | Hourly<br>Repair Rate | Hourly Travel<br>Rate | Client Accepted<br>(Client Initials) |
|------------------|------------------|------------|------------|-----------------------|-----------------------|--------------------------------------|
|                  | 500 hr           | 1000 hr    | 1500 hr    |                       |                       |                                      |
|                  | \$800.00         | \$1,200.00 | \$1,600.00 | \$175.00              | \$140.00              |                                      |

**Mobilization/Demobilization** - The Customer is responsible for the delivery of the Equipment. The following charges will apply to mobilization/demobilization services provided by NCSG. See Special Conditions below for Inclusions. For additional information regarding Equipment Delivery see Section 6 of the Bare Rental Terms and Conditions.

Mobilization Charge

Charges include assembly and disassembly - Yes or No?

Demobilization Charge

**Extended Services** - The following charges will apply to the extended services below requested by the Customer.

|               |            |                                                                                                                 |
|---------------|------------|-----------------------------------------------------------------------------------------------------------------|
| Rigging Crew  | \$1,030.00 | NCSG supplies three riggers and supervisor for mob and demob services billable hourly.                          |
| Supervision   | \$150.00   | NCSG supplies hourly Supervision for project billable hourly at rate shown. Includes vehicle.                   |
| Miscellaneous | \$225.00   | NCSG supplies subsistence for crew / supervisor at daily rate shown. Billed as per day on site not days worked. |

**Special Conditions/Additional Services and Related Charges**

Invoicing will be monthly with payment terms of Net 30 days from date of invoice.

This Agreement together with the Bare Rental Terms and Conditions attached hereto constitutes the entire agreement with respect to the rental of the above referenced Equipment. Except as otherwise set forth in this Agreement, all terms and conditions contained in the Bare Rental Terms and Conditions remain unchanged and in full force and effect.

Receipt and Acceptance of this Agreement and the Bare Rental Terms and Conditions attached hereto is hereby acknowledged:

Authorized Customer Representative (Signed)

Authorized NCSG Representative (Signed)

Name and Position of Authorized Representative (Printed)

Name and Position of Authorized Representative (Printed)

Date Executed by Customer



## NCSG Crane & Heavy Haul Services, Inc. Bare Rental Terms and Conditions

**1. Applicable Terms:** All proposals or quotations by NCSG Crane & Heavy Haul Services, Inc. ("NCSG") and all acceptances by NCSG of Customer's purchase orders are subject to these Equipment Bare Rental Terms and Conditions ("Terms and Conditions") and all specific terms and conditions set forth in the Bare Rental Agreement ("Agreement"). The terms of the Agreement are hereby incorporated in these Terms and Conditions by reference. Customer, by submission of a purchase order, acceptance of the proposal or quotation, submission of initial payment, or any other act in furtherance of requesting NCSG to lease equipment to Customer, accepts and agrees to these Terms and Conditions and waives any conflicting or additional provisions contained in any of Customer's forms or documents. Any provision, printed or otherwise, contained in any purchase order, acceptance, confirmation, or acknowledgement issued by Customer that is inconsistent with, different from, or in addition to these Terms and Conditions is hereby expressly rejected by NCSG and will not be considered as part of the agreement between Customer and NCSG. All purchase orders are subject to review and acceptance by NCSG.

**2. Equipment Rented:** Customer hereby rents from NCSG the equipment as described in the Agreement (the "Equipment") for use at or near Customer's jobsite or project location as identified in the Agreement (the "Project Location"). The Agreement, together with these Terms and Conditions constitute the total Agreement between NCSG and Customer with respect to the Equipment.

**3. Special Conditions:** Customer acknowledges and agrees that it has sole responsibility and liability for the selection of the type and capacity of the Equipment to be rented by Customer based on specifications, applications, design and/or engineering developed by or for Customer. At all times during the Rental Term, the Equipment will be and remain in Customer's possession and under Customer's control. Except with NCSG's prior written consent, the Equipment will not be possessed, used or operated by any individual, company or legal entity other than Customer and Customer's employees (or other person receiving prior written approval by NCSG), nor may the Equipment be removed from the Project Location.

**4. Rental Term:** Unless otherwise specified in the Agreement, the Rental Term for the Equipment will begin on the date the Equipment leaves NCSG's yard (as defined in the Agreement) and, subject to the Minimum Rental Term, will end when the Equipment is received by NCSG at the yard of origin of the Equipment or another location approved by NCSG. Any extension will be subject to the Agreement. Notwithstanding the above term, the minimum Rental Term shall be at least one month and Customer will be responsible to make payments for a minimum of one month.

**5. Rental Rate and Payment:** The daily, weekly and monthly Rental Rates for the Equipment will be as specified in the Agreement. Rent will not be subject to any deduction or credit on account of Equipment idle time during the Rental Term. Unless otherwise specified in the Agreement under Maximum Hours per Month, Rental Rates are based on 176 hours per month. Additional rent will be calculated on a proportioned hourly basis for the time that the Equipment is operated in excess of the maximum hours at the rate defined in the Agreement. When the Equipment is operated in excess of the maximum hours, the Customer shall notify and pay NCSG the additional hourly rent within five (5) days of the end of the applicable rental period. The Customer covenants and agrees to open for inspection by a NCSG representative, any and all payroll records and hour meter readings for the purpose of verifying the actual hours worked.

NCSG will invoice Customer for rent due that month for the Equipment on a monthly basis on the first day of rental commencement and on the first day of subsequent months. Payment will be made in accordance with net thirty (30) day terms from date of invoice, (unless otherwise agreed to by the NCSG) payable to NCSG and sent to the billing

address set forth on the invoice. At NCSG's option, late payments will accrue interest at the rate of 2% (two percent) per month (26.8% per annum), or the maximum rate permitted by law, if less. Any damage to the Equipment for which Customer is responsible pursuant to these Terms and Condition will be itemized and invoiced to Customer upon identification.

**6. Equipment Delivery:** Customer is solely responsible for and will pay the cost of preparing the Project Location as required for the delivery, unloading, assembly, operation, disassembly, and load-out of the Equipment and use of an assist crane, if applicable. Customer will also procure, pay the cost of, and comply with all permits and clearance required in connection with the foregoing, including but not limited to any traffic control measures, street permits, barricades, re-routing of traffic, and/or flagmen. Customer, at its expense, shall be responsible for complying with all laws and regulations, including, without limitation, procuring any and all required permits, complying with any boom flagging and/or lighting requirements, and any notice requirements with respect to the Equipment boom height, whether or not due to the Project Location's proximity to any airports or flight paths. If NCSG will be delivering, unloading, assembling, disassembling, and/or loading the Equipment at the Project Location, the Customer will ensure NCSG has sufficient access and area for delivery and temporary storage of Equipment component parts and any required assist cranes. Unless otherwise specified in the Agreement, Customer is responsible for all freight and other mobilization charges to transport the Equipment to and from the Project Location at the commencement and termination of the Rental Term.

**7. NCSG's Warranty:** NCSG warrants that the Equipment will be delivered, or, if NCSG is assembling the Equipment, turned over to Customer, in good operating condition. The acceptance by Customer of the Equipment constitutes Customer's acknowledgement that Customer has inspected the Equipment and that it is good, safe, serviceable and fit for the use intended by Customer. Unless within twenty-four (24) hours after the Equipment is received, Customer notifies NCSG in writing that the Equipment is not serviceable, specifying the reason(s) therefore, the equipment is assumed to be accepted "AS IS". NCSG's sole responsibility under the above warranty will be, at its option, to either repair or suitably replace the Equipment within a commercially reasonable time. Customer will provide NCSG with reasonable access to the Equipment during normal work hours to allow NCSG to meet its obligations hereunder. The above warranty is contingent upon proper use of the Equipment by Customer and will not apply if adjustment, repair or replacement is required because of accident, misuse, improper handling, improper operation, or improper maintenance by Customer or anyone for whom Customer may be liable, unusual physical stress or weather conditions.

**THE FOREGOING IS THE EXCLUSIVE WARRANTY GIVEN IN CONNECTION WITH THE EQUIPMENT. NCSG IS NOT THE MANUFACTURER OF THE EQUIPMENT. NCSG MAKES NO OTHER WARRANTY, CONDITION OR GUARANTEE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE, PURPOSE, DESIGN OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.**

**8. Operation and Use of Equipment:** Customer will provide, at its own expense, competent, trained, and experienced personnel to operate, maintain, and direct the Equipment (the "Operating Crew") properly and safely in strict accordance with the manufacturer's operation manuals and specifications, including rated load capacities, as well as to comply with all issued permits, laws, regulations, rules, ordinances and orders of lawfully constituted authorities. Use of the Equipment by the Operating Crew constitutes Customer's representation that the Operating Crew is familiar with the Equipment, has received

appropriate training, certification and licensing, and is competent and qualified to unload, assemble, operate, rig, maintain, direct the operation of, disassemble and load the Equipment in a safe manner and in accordance with the manufacturer's manual, guidelines and procedures and all applicable health and safety regulations. Customer will assure that only qualified riggers are permitted to attach loads to the crane hook and to perform all rigging work required to load, unload, assemble, and disassemble the Equipment. Customer will inspect the Equipment prior to each shift, and will keep and maintain all inspection records with the Equipment and will provide copies of all inspection records to NCSG.

The Customer will bear all expenses incidental to the possession, use, and operation of the Equipment. All assessments, taxes, fees, and similar charges imposed on the rental, possession, use or operation of the Equipment during the Rental Term will be paid by Customer irrespective of whether or not such assessments, taxes, fees, and similar charges may be imposed by any federal, state, and/or local authority either upon Customer or upon NCSG. Customer will pay any and all levies, attachments, liens, encumbrances, personal property tax (if specified in the Agreement), sales taxes (whether assessed against NCSG or Customer), fines and other charges on or incurred with respect to Customer's possession and/or use of the Equipment during the Rental Term. There will be no reduction in the rent if the Equipment is seized, impounded, or rendered unusable by legal or government action due to the fault of Customer or an event for which Customer is otherwise responsible, and in such case the Agreement and Customer's obligation to pay rent will continue until the Equipment has been released and returned to NCSG.

If any Equipment has been fitted with a load measuring device, Customer acknowledges and agrees NCSG has made no warranties or representations whatsoever with respect to the ability of the load measuring device to accurately measure the weight of loads being lifted by the Equipment. It is the responsibility of Customer to independently determine the weight of every load to be lifted and to ensure the load does not exceed the rated load as determined by the Equipment's capacity chart. The load measuring device will be used as an operator-aid only. Customer releases NCSG from and will indemnify NCSG, as provided in Section 11 or elsewhere in these Term and Conditions, for any Claim arising out of or related to the failure of any load measuring device to perform accurately. Without restricting the generality of the foregoing, Customer covenants and agrees it will not sue NCSG for any such losses, costs, damages, claims or demands. Customer acknowledges and agrees that if it relies in any way whatsoever on any load measuring device that it does so completely at its own risk.

**9. Maintenance and Repairs:** Customer, at its expense, will maintain the Equipment on a daily and other periodic basis as prescribed in the manufacturer's instruction manual or by NCSG, and as required by applicable health and safety regulations and good industry practice. Customer will be responsible for normal basic service, including filters, lubrications, fuel, materials, parts and supplies of every nature and kind required to operate and so maintain the Equipment and to make all necessary repairs and replacements thereon including structural and mechanical failure, protection against freezing and restoration of parts affected by abnormal exposure. Customer, at its own expense, shall replace broken or worn out parts, fair wear and tear excepted, and make all repairs to the Equipment during the Rental Term necessary to keep and maintain the Equipment in good mechanical condition and repair, including all repair occasioned by accident or casualty. It is the Customer's responsibility to ensure all appropriate documentation required by law or other statutory provisions are maintained and kept with the Equipment, including crane log books and other maintenance and inspection related documents. Customer is responsible to return to the NCSG the completed documentation with the Equipment at the end of the Rental Term as detailed in the Agreement.

In the event the Equipment rented is a crawler crane, Customer will limit the amount of movement or "walking" of the Equipment to a

minimum to avoid excessive wear and tear on the Equipment and possible damage to the tracks, sprockets, and other components, and will be solely responsible for keeping and maintaining the Equipment in good mechanical condition and repair. Should the Equipment experience excessive wear and tear, Customer acknowledges and agrees that it will be responsible for the costs of any repair or replacement of any tracks, sprockets, or other components.

If specified in the Agreement, NCSG will perform periodic maintenance on or repair to the Equipment for which Customer is responsible hereunder, at Customer's expense. In such event, Customer will notify NCSG in a timely manner so that such maintenance can be performed within the proper time intervals. Customer will make no alteration or modification to the Equipment without NCSG's prior written consent, nor will Customer remove, alter, disfigure or cover any insignia or other identification of the equipment. NCSG has the right at any time to enter the premises occupied by the Equipment and will be given free access thereto for the purpose of inspection and will be entitled to take possession or remove all or any part thereof without legal process at any time at Customer's expense while Customer is in violation of the Agreement or when, in the opinion of NCSG, the Equipment is being abused or neglected or, because of labour disputes or any other conditions, the Equipment is in danger of being lost or damaged.

**10. Risk of Loss:** All loss or damage to the Equipment from any cause while on rental or in Customer's care custody and control, including but not limited to wind, fire, flood, theft, comprehensive losses, collision and/or rollover and Acts of God, will be the sole risk and responsibility of Customer and will be paid to NCSG promptly upon Customer's receipt of an invoice therefore. Notwithstanding the foregoing, Customer will not be liable or responsible for any loss or damage to the Equipment to the extent caused by a latent manufacturing defect in the Equipment. In case of total loss of Equipment for which Customer is responsible hereunder, such responsibility will include payment of an amount equal to the agreed fair market value of the Equipment (as set forth of the Agreement), minus any salvage value, as reasonably determined by NCSG at the time of such loss or damage, plus an administrative fee of 0.5% of the Equipment cost and NCSG's direct damages. In case of damage to the Equipment that does not constitute a total loss, Customer hereby acknowledges and agrees that all damaged parts that are critical to the safe operation of the Equipment will be replaced by new or manufacturer certified remanufactured parts. In addition to parts costs, the cost of labour for repairs will be either NCSG's then prevailing rate for labour or the rate for labour charged to NCSG for repairs, as the case may be. NCSG reserves the right to perform any needed repairs to the Equipment. There will be no abatement of rent accruing to NCSG hereunder during any down time of the Equipment or claim processing resulting from any of the foregoing.

**11. Indemnification:** To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless NCSG and its affiliated companies, and their respective directors, officers, managers, employees, agents, successors and assigns (the "NCSG Group") from and against any and all loss, damage, cost, expense, penalty, lien, award or judgment, including attorney's fees and court costs, arising out of or related to any claim, demand suit, or legal action or proceeding or any nature, including without limitation personal injury and/or property damage (including to the Equipment) (collectively a "Claim") made upon or against the NCSG Group, or any of them, and caused by, or otherwise arises under or is related, directly or indirectly, to Customer's possession, use, operation, custody, maintenance, repair, delivery, handling or transportation of the Equipment, any other action or omission of Customer, its contractors, employees, borrowed servants, agents and representatives, or any other person for whom Customer may be liable or Customer's failure to observe and perform its obligations under this Agreement; provided, however, that Customer will not be required to indemnify the NCSG Group to the extent a Claim arises out of any negligent act or omission of the NCSG Group. The Customer's indemnify obligations hereunder are in addition to any other

rights available to any member of the NCSG Group and shall not be limited in any manner by the provisions of applicable workers' compensation, disability benefits, or other employee benefit statutes, nor by Customer's obligation to procure and maintain Insurance under these Terms and Conditions. The provisions of this Section will survive the termination of the Rental Term.

**12. Insurance Coverage:** Customer is responsible for, and will procure and maintain at all times during the Rental Term or while the Equipment is in Customer's care, custody and/or control, the insurance coverage specified herein and in the Agreement and to furnish to NCSG certificates of such insurance at least ten (10) days prior to the date Customer will take delivery of the Equipment except as otherwise provided in the Agreement. Such policies and certificates will certify that Customer is protected on the work with: (A) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater (b) primary, non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate (non-contributory excess/umbrella policy may be utilized to meet aggregate limits); (c) physical damage insurance providing coverage for the Equipment against ALL RISK PERILS INCLUDING BOOM, JIB AND OVERLOAD (which will be specifically set forth on the applicable insurance certificate) in an amount no less than the full replacement value; and (d) automobile liability and collision insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All policies will be written with deductibles and other terms and by insurance carriers acceptable to NCSG. All liability policies (other than workers compensation policies) and insurance policies and certificates will name NCSG as an Additional insured. All property insurance policies and certificates will name the NCSG as an Additional Insured/Loss Payee as its interests may appear. Customer will also provide a waiver of subrogation against NCSG with respect to the insurance required under subsections (b) and (c) above and provide evidence of such waiver in the certificate of insurance provided to NCSG.

All policies and certificates will be endorsed to require the insurance carriers' agreement to provide NCSG with no less than (30) thirty days advance written notice of modification, cancellation or expiration of the coverage specified herein. NCSG's policies will be considered excess over all Customers' policies. Indemnification obligations by Customer under these Terms and Conditions are in addition to, and not an alternative, to the insurance coverage required herein, and Customer's maintenance of any such insurance coverage will not operate to waive any such indemnification obligations. If Customer fails to procure and maintain the required physical damage insurance coverage in accordance with this Section, NCSG will have the right (but not the obligation), without notice and at Customer's expense to place such insurance coverage and/or enroll Customer in any force-placed or waiver programs maintained by NCSG from time to time, and Customer will pay the cost thereof upon the terms set forth in NCSG's invoice made in accordance with the provisions of Section 5 hereof. To the extent Customer may perform under this Agreement without obtaining the required insurance coverage, such an occurrence will not operate in any manner as a waiver of NCSG's right to maintain any breach of contract action against Customer.

**13. ACCIDENT/DAMAGE REPORTING: CUSTOMER WILL IMMEDIATELY NOTIFY NCSG IN THE EVENT OF ANY ACCIDENT INVOLVING THE EQUIPMENT, WHETHER CAUSING PERSONAL INJURY OR PROPERTY DAMAGE, SO THAT NCSG'S ABILITY TO PROPERLY INVESTIGATE THE ACCIDENT IS NOT PREJUDICED. REPAIRS ARE NOT TO BE ATTEMPTED WITHOUT THE EXPRESS CONSENT OF NCSG.**

**14. FORCE MAJEURE:** NCSG will not be responsible or liable for any delays or its failure to perform the Agreement if such delay or failure is caused by events or circumstances beyond the control of NCSG,

including without limitation, acts of God, fire, catastrophe, weather conditions, strikes, lockouts, labour shortages, unavailability of parts, war, riots, civil commotion, confiscation, or governmental action or restriction, including frost law restrictions. In the event that the imposition of frost law restrictions of any state impede, but do not prohibit NCSG's performance of any of its obligations under this Agreement (e.g. Equipment transport, assembly or disassembly), in order to reduce or eliminate any delay in NCSG's performance, Customer may request NCSG to amend its freight plan as necessary to perform such obligations taking into account the application of such frost law restrictions, provided Customer will pay NCSG for any and all additional charges made and expense incurred by NCSG occasioned thereby. Notwithstanding the foregoing, NCSG will not be liable for any loss or damages resulting from any such delay. Customer shall indemnify and hold NCSG harmless from and against any claims for any damages or losses resulting from such delay, and rent and other charges will continue to accrue during any such delay in accordance with the terms of this Agreement.

**15. LIMITATION OF LIABILITY: IN NO EVENT WILL NCSG BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, WORK STOPPAGES, LOSS OF USE OF EQUIPMENT, LOST TIME, LOST PROFITS OR OTHER ECONOMIC LOSS, INCONVENIENCE, OR ANY INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. ANY LIABILITY OF NCSG, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER, WILL NOT EXCEED THE TOTAL AMOUNT OF RENT PAID TO NCSG BY CUSTOMER FOR THE EQUIPMENT. THE REMEDIES OF CUSTOMER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER'S REMEDIES ARE LIMITED TO THE REMEDIES STATED IN THESE TERMS AND CONDITIONS AND THESE REMEDIES WILL NOT FAIL OF THEIR ESSENTIAL PURPOSE BECAUSE CUSTOMER IS LIMITED TO THE EXCLUSIVE REMEDIES PROVIDED HEREIN.**

**16. Notice and Return of Equipment:** Except as otherwise provided in the Agreement, Customer may return any or all of the Equipment to NCSG at any time (except that Customer may not call Equipment off-rent during the imposition of any frost law restrictions) provided that seven (7) days' notice is given. Notwithstanding any other term or condition contained in the Agreement, NCSG may terminate the Rental Term and recall the Equipment by giving thirty (30) days' notice to the Customer. At the termination of the Rental Term, Customer will return the Equipment, together with all attachments, accessories, and operating manuals, to NCSG in the same condition (including fuel level) in which it was received by Customer, except for ordinary wear and tear and natural depreciation. Excessively worn or damaged cables, guardrails, tracks, sprockets undercarriages, platform floors or other components that require replacement will not be considered normal wear and tear. Any new attachments, accessories, replacement parts, repairs or additions made to the Equipment while this Agreement is in effect will become NCSG's property. Customer is responsible for providing with the Equipment, a completed and up to date record of the statutory equipment documentation logging the required maintenance and other mandatory information. NCSG at its expense will inspect the Equipment upon its return. Any loss or damage to Equipment will be listed and notice thereof supplied to Customer within a reasonable time after the Equipment has been returned. Any damage to the Equipment, unreturned operating manual, incomplete or unreturned logging for which Customer is responsible hereunder will be invoiced to Customer in accordance with Section 5 hereof with labour charged at the applicable shop charge out rate and parts / materials at a rate of cost

plus 20%. Customer will also be liable for rent at the rental rate then in effect under this Agreement during any period the equipment is not in working condition, undergoing repairs, or replacing documentation required by law or other statutory provisions for which Customer is responsible.

**17. Title, Assignment, and Subletting:** Title to the Equipment will be and remain at all times vested in NCSG (or its affiliate), and Customer will take all action necessary or appropriate to protect NCSG's (or its affiliate's) title to the Equipment. Upon NCSG's request, Customer will promptly execute and/or deliver to the NCSG all documentation (such as estoppel certificates or landlord waiver), as NCSG deems necessary or appropriate for the preservation, perfection or enforcement of NCSG's (or its affiliate's) interests in the Equipment and NCSG's rights under the Agreement. Customer will give NCSG immediate notice in the event any Equipment is or may be levied upon, or becomes subject to seizure or forfeiture from any cause. NCSG may assign the Agreement or any interest herein without Customer's consent, but NCSG will remain liable to perform its obligations under the Agreement. In the event of an assignment of the Agreement by NCSG, Customer agrees to pay all amounts due to the assignee at such place as the assignee may designate and to otherwise perform its obligations under the Agreement. Neither this Agreement nor Customer's right hereunder, may be assigned by Customer, nor may the Equipment be sublet by Customer, except with NCSG's prior written consent. In any permitted assignment by Customer hereunder, the assignee will be required to become bound by, and to observe and perform its obligations under the Agreement, provided that consent by NCSG to assignment of Customer's interest will not release Customer from any obligations under the Agreement.

**18. Default and Remedies:** Time is of the essence with respect to Customer's performance of its obligations hereunder. Customer will be in default: (a) if Customer fails to fully and timely pay any rent or other amounts when due hereunder; or (b) if Customer fails to maintain in force at all times the required Insurance coverage; or (c) if Customer fails to observe, keep or perform any of its obligation under the Agreement or its Addendum (or addenda), which failure is not cured to NCSG's satisfaction within five (5) days after NCSG's notice to Customer thereof; or (d) if Customer is in default under any other agreement executed between NCSG including any affiliate and Customer; or (e) if Customer ceases operations, becomes insolvent, or files or has filed against it any bankruptcy, receivership or similar proceeding for reorganization or adjustment of its debts which proceedings remain pending for more than thirty (30) days. In the event of any default by Customer hereunder, NCSG will have the rights, at its option and without notice, to exercise any or all of the following remedies: (a) to terminate this Agreement and all rights of Customer hereunder; (b) to declare the entire unpaid rent (including any rent accruing during any minimum Rental Term) to be immediately due and payable; (c) to enter the Project Location or premises where the Equipment is located, take possession of and remove the Equipment or render the Equipment inoperable, with or without legal process; (d) to demand Customer surrender and deliver up possession of the Equipment to NCSG; (e) with or without terminating the Agreement, to re-let the Equipment on such terms and conditions as are then available and otherwise acceptable to NCSG, and apply rent payment received, after deduction of all costs and expenses incurred by NCSG, to amounts due from Customer, (f) within NCSG's sole discretion, but without any obligation, to take such action or make any payment to remedy and default, including but not limited to, procuring any required insurance coverage, paying any fine, imposition, penalty, taxes or fees incurred to recover and/or release the Equipment from any forfeiture, seizure, confiscation or similar producing, or from any lien or other encumbrance imposed on the Equipment, all such payments of which will be reimbursed by Customer; (g) to exercise any and all other rights and/or remedies available at law or in equity. All rights and remedies are cumulative. In addition to payment of any amounts due NCSG hereunder, Customer will be responsible for and will reimburse NCSG for all costs and expenses incurred by NCSG in

connection with the exercise of any rights and remedies hereunder, including all expenses incurred in the removal and transportation of the Equipment to NCSG's premises, any cleaning, service and/or repair of the Equipment, and in the enforcement of the Agreement or damages recoverable hereunder, including costs of collection and reasonable attorney's fees (including fees and expenses incurred in any bankruptcy proceeding or on appeal, or in successful defense against offsets and counterclaims by Customer).

**19. Waiver:** Any forbearance or other delay on the part of NCSG to exercise any of its rights and remedies available under this Agreement in connection with Customer's branch thereof in any particular instance will not constitute a waiver by NCSG to require Customer's strict compliance with the Agreement in the event of any subsequent breach.

**20. Applicable Law and General Provisions:** This Agreement will be construed under and enforced in accordance with the laws of Province of Alberta, Canada without regard to conflict of law principles. Customer agrees that exclusive jurisdiction to bring and maintain any action of proceeding arising out of or related to the Equipment or the Agreement will be brought in the courts of the Province of Alberta. Any provision of the Agreement that is deemed by a court of competent jurisdiction to be invalid and/or unenforceable will not operate to invalidate the remaining provisions hereof. This Agreement will inure to the benefit of and will be binding upon the parties and their respective successors and permitted assigners. Captions provided in the Agreement are inserted for convenience only and will not be considered a part of this Agreement.

**21. Entire Agreement:** These Terms and Conditions, together with the applicable Agreement, constitute the entire agreement between the parties hereto with respect to the Equipment described in the Agreement, having incorporated and/or superseded all oral and/or written agreements between the parties with respect thereto, and will not be subject to amendment or modification except in writing, signed on behalf of the parties by their authorized representatives, and making specific references to this Addendum or the Agreement and the amendment thereof. No representation of any kind has been made by either party to induce making or signing this Agreement except as set forth herein

**22. Acceptance of Terms & Conditions:** Acceptance of the Equipment by Customer or its representative will constitute Customer's performance under, and acceptance of these Terms and Conditions and Agreement, and will conclusively evidence that the Agreement is in full force and effect.