

TERMS AND CONDITIONS

DEFINITIONS. "Nova" means Nova Rentals. "Equipment" means, individually and collectively, the items of equipment described in the rental agreement, and shall include any Accessories delivered to Customer. "Accessories" means any and all accessories, attachments and other items furnished to the Customer for use with the Equipment including, but not limited to, air hoses, electric cords, welding cables, blades, liquid fuel tanks, nozzles, printed matter, and other similar items. "Customer" means the person or entity identified as the Customer on the rental agreement, including any representative, partner, agent, officer or employee thereof and all others over whom the Customer might reasonably be expected to exercise control. "Store Location" means the Nova address which is 5040 Maingate Dr., Unit 7, Mississauga, ON. "In-store Rentals" refers to the personal pick up and return of Equipment by the Customer at the Store Location.

AUTHORITY TO SIGN OR ACCEPT. Each individual signing or accepting (verbally or in writing) this contract represents and warrants that he or she is of legal age, and has the authority and power to sign or accept this rental agreement as or for the Customer.

DISCLAIMER OF WARRANTIES. NOVA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, NOVA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

INDEMNITY/HOLD HARMLESS/DAMAGES. Customer acknowledges and assumes all risks inherent in, arising from or in any way connected with the operation and use of the Equipment. While in possession of the Equipment, Customer will take all necessary precautions to protect persons and property from any injury or damage. Nova (which term, when used in this paragraph, shall include Nova, its agents, officers, employees and other persons for whom Nova is legally responsible), shall not be responsible for any injury, loss or damage of whatsoever nature or kind, however caused, including without restrictions any loss, damage or injury caused by, resulting from or in any way connected with the operation or use of the Equipment, any defect, malfunction or disrepair of Equipment or any misrepresentation, inaccuracy of deficiency of or contained in information or instructions given or provided by Nova (in whatever form or manner) or contained in any manual or other printed material furnished by Nova. Customer hereby releases Nova and agrees to defend, indemnify and hold Nova harmless from and against any and all liability, costs, claims and damages of any kind (including legal costs) sustained by the Customer or by any other person or entity, caused by, resulting from, or in any way connected with the Equipment or this agreement, and including without limitation, any damage to, or loss or destruction of property belonging to the Customer or any other person or entity, any bodily injury (including death), personal injury or loss, damages for personal discomfort, illness or distress, or any consequential injury or damage (including any loss of profits, business interruption or other special or consequential damages), however caused.

RECEIPT, INSPECTION AND USE OF EQUIPMENT. Unless Customer notifies Nova to the contrary within twenty-four hours of receipt of the Equipment, it is deemed that the Customer has inspected the Equipment, finds it in good working order and repair, and suitable for Customer's needs. Nova assumes the Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any; Nova is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. Customers will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, provincial, and federal laws, by-laws, ordinances and regulations which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily (or more frequently if required by Equipment specifications or good operating practices) and to immediately notify Nova when Equipment needs repair or maintenance. Customer acknowledges that Nova has no responsibility to inspect the Equipment while it is in Customer's possession.

MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall cease using such Equipment immediately and will notify Nova within twenty-four hours from the time of defect. If such condition is the result of normal operation, Nova will repair or replace the Equipment with similar Equipment in working order, provided that such replacement Equipment is available. Nova has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure, provided Customer notified Nova within twenty-four hours from the time of defect. In the event of In-store Rentals, the Customer must return Equipment to the Store Location within twenty-four hours from the time of defect in order to terminate rental charges.

RETURN OF EQUIPMENT. At the expiration of the rental term, Customers must contact Nova for pickup of the Equipment or return Equipment to the Store Location. Equipment returned to Nova by the Customer must be in as good condition and repair (clean, full fuel, in good working order) as when received by Customer, subject to reasonable wear and tear, as defined below. Customer's right to possess the Equipment terminates on the expiration of the rental period set forth in the rental agreement and retention of possession after this time is a material breach of this rental agreement. TIME IS OF THE ESSENCE of this agreement. For early returns of Equipment, Customers must contact Nova for pickup of Equipment or return Equipment to the Store Location.

DAMAGED AND LOST EQUIPMENT. Customer shall be liable for all damage to or loss of the Equipment, including any damage during transit from In-store Rentals; provided that if Nova has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment from the time of delivery to Customer until picked up by Nova. In the case of the loss or destruction of any Equipment, or inability or failure to return Equipment to Nova for any reason whatsoever, including theft, Customers will pay Nova the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Nova the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed.

REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, 40 hours per week) basis. The following shall not be considered reasonable wear and tear: (a) damage resulting from negligent lubrication, or damage resulting from failure to maintain, cleanliness, proper fuel, hydraulic, coolant or pressure levels; (b) except where Nova expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation, and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (e) damage to motors, generators, drills or other electrical appliance or devices caused by portable electric current, whether or not said portable current is supplied by Nova; (f) damage to tires, hoses and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment; (g) damage to any and all Accessories; (h) wear resulting from use in excess of shifts for which rented; and (i) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Nova and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

LATE RETURNS. Unless Nova agrees in writing to extend the rental period, Nova must be contacted for the pickup of Equipment or Equipment must be returned to the Store Location on the Due Date shown in the rental agreement. Late returns are subject to additional charges for each day beyond the expiration of the rental

period, based on the regular rental rates for the Equipment. Customer shall be responsible for any damage to or loss of the Equipment in the event the Equipment is returned after regular business hours.

RENTAL PERIOD AND CALCULATION OF CHARGES. Rental charges commence when the Equipment is delivered to the Customer or leaves the Store Location in the case of In-Store Rentals, and ends when the Equipment is returned to the Store Location or Nova is contacted to pick up Equipment. Rental charges accrue every day of the week, including Saturdays, Sundays and Holidays, regardless of weather. Rental rates are for normal usage based on an eight hour day, 40 hours per week and 160 hours per month. On power equipment, operations in excess of one shift (eight hours per day) will be at Nova's standard premium rates. Customer will truthfully and accurately certify to Nova the number of shifts the Equipment was operated.

ADDITIONAL FEES. Customers agree to an additional cleaning fees, in the case Equipment is not returned in the same clean state as received. A \$25 key fee will be applied to all rentals that return Equipment without the supplied key. A fuel charge of \$1.30 /L will be applied to rentals that return Equipment without refueling.

DEPOSIT. Customers authorize a deposit equal to, or greater than, the estimated rental charges for the duration of the rental period to be applied to the Credit Card provided by the Customer. In addition to securing the payment or rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Nova as a result of such breach, without prejudice to any other rights or remedies which may be available to Nova in respect of such breach. The deposit shall be removed from the Customer Credit Card upon payment of all charges in full.

PAYMENT TERMS. All rentals and other charges shall be due and payable in full upon return of the Equipment to Nova, or prior to 30 days following the date of Nova's invoice for Customers with a Credit Agreement with Nova. For long-term rentals, Customers will be invoiced every 4 weeks. Customers authorize a charge of the invoice amount applied to the Customer Credit Card on-file. Past due accounts are subject to a late payment fee equal to the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

INVOICING ERRORS. Customers are required to inform Nova of all errors associated with invoices and charges immediately. Nova is only able to make corrections to invoices and process refunds up to 90 days following the date of Nova's invoice to the Customer.

PAYMENT METHODS. Customers authorize the use of their Credit Card on-file as the primary form of payment and shall inform Nova in writing if they wish to use an alternate payment method prior to invoicing. Alternative payment methods include cash, cheques and e-transfers. It is the responsibility of the Customer to issue another form of payment to Nova. Payment may be dropped off in the mail slot of the Store Location or mailed. E-transfers can be sent to info@novarentals.ca. In the event the Customers Credit Card is charged, a full refund will be issued once another form of payment from the Customer has been received by Nova.

FAILURE TO DELIVER. Customer releases and discharges Nova from any and all liability or damages (including, without limitation, damages for loss of profit, loss of business opportunity and other economic loss) which might be caused by Nova's failure or inability to deliver any Equipment by any specified date or time.

TITLE/NO PURCHASE OPTION/NO LIENS. This agreement is not a contract of sale, and title to the Equipment shall at all times remain with Nova. Unless covered by a specific supplemental agreement signed by Nova, the Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances (including, without limitation, liens under the Repair and Storage Liens Act (Ontario) and other similar legislation). Customer shall notify Nova immediately if the Equipment is or becomes liable to seizure and shall indemnify Nova and hold it harmless from and against any and all claims, costs, actions, damages and expenses (including legal costs on a solicitor and its own client basis) resulting from or in any way connected with any such liens or encumbrances.

DEFAULT. Should Customer in any way fail to perform, observe or keep any provision of this rental agreement, Nova may at its option do any one or more of the following: (a) terminate this agreement; (b) declare the entire rent immediately due and payable and commence legal action therefor; (c) retake possession of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law, in equity or otherwise.

REPOSSESSION OF EQUIPMENT. Without limiting the generality of the previous paragraph, in the event of any actual or anticipatory breach by Customer, Nova's employees or agents may, without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Nova in retaking the Equipment.

CUSTOMER'S INSURANCE COVERAGE. Nova does not provide rental insurance coverage or an accidental damage waiver, Customers are liable for all damages and theft as outlined previously.

ENTIRE AGREEMENT/ONLY AGREEMENT. This written agreement represents the entire agreement between the Customer and Nova. There are no oral or other representations or agreements not included herein. None of Nova's rights or Customer's rights may be changed and no extension of the terms of this agreement may be made except in writing, signed by both Nova and Customer. The use of Customer's purchase order number on this agreement is for Customer's convenience only. This rental agreement superseded any purchase order Customer provisions or forms whether sent to or received prior, or subsequent to this agreement.

NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan the Equipment, and any such action by Customer shall be void. Customer agrees to use and keep the Equipment at the location set forth on the front page of this form unless Nova approves otherwise in writing.

INFORMATION AND PRIVACY. Customers allow Nova to securely store all personal and company information provided by the Customer, including Credit Card information and Driver's license numbers, for the sole purpose of this and future rental agreements. Information will never be shared outside of Nova.

OTHER PROVISIONS. (a) Any failure of Nova to insist upon strict performance by Customer of any terms and conditions of this agreement shall not be construed as a waiver of Nova's right to demand strict compliance. Customer has carefully reviewed this agreement and waives any principle of law which would construe any provision hereof against Nova as the draft person of this agreement; (b) Customer agrees to pay all reasonable costs of collection, legal and court costs (on a solicitor and his own client basis) and other expenses incurred by Nova in the collection of any charges due under this rental agreement or in connection with the enforcement of its terms. (c) Customer shall pay the rental charge without any offsets, deductions or claims; (d) The agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Ontario courts shall have exclusive jurisdiction over all matters relating to this agreement. Trial by jury is waived. Service of process may be effected by certified mail, return receipt requested or in any other manner permitted by law. Nova shall be entitled to decrees of specific performance (without posting bond or the security) in addition to such other remedies as may be available; (e) Notwithstanding any other provision of this agreement, Nova may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by Customer, either by any provision of this agreement, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions herein as to certain rights and remedies available by Nova by statute or the general law; (f) If any provision of this agreement is held to be illegal or unenforceable it shall remain in force to the fullest extent permitted by law; (g) This agreement shall be binding upon the parties, hereto, their respective heirs, legal representatives, successors and assigns. No rights, however, shall inure to the benefit of any sublessee or assignee of Customer.

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the Date Due may be considered a theft subject to criminal prosecution pursuant to applicable or penal code provisions.