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|-------------------------------|
| Where did you hear about us ? |
|-------------------------------|

### ACCOUNT APPLICATION

Send us your application by email to [info@universelle.ca](mailto:info@universelle.ca), duly completed and signed

| A - COMPANY INFORMATION |  |  |  |
|-------------------------|--|--|--|
| Company name            |  | N.E.Q. <small>(Quebec Enterprise Number)</small> |  |
| Adress                  |  |  |  |
| Postal Code             |  | Telephone  |  |
| Age of Company          |  | Email  |  |
| Administrator(s)        |  |  |  |

| B - COMPANY CONTACTS                    |       |     |           |
|---|-------|-----|-----------|
| Controller:                             | Name  |     | Telephone |
|   | Email |     |           |
| Purchasing Manager:                     | Name  |     | Telephone |
|   | Email |     |           |
| Accounts Payable Manager:               | Name  |     | Telephone |
|   | Email |     |           |
| I agree to receive my invoices by email |       | yes | no        |
| Purchase order required ?               |       | yes | no        |

| C - BANKING INFORMATION |  |           |  |
|-------------------------|--|-----------|--|
| Bank name               |  |           |  |
| Adress                  |  |           |  |
| Account number          |  | Since     |  |
| Contact name            |  | Telephone |  |
| Email                   |  |           |  |

| D - SUPPLIER REFERENCES |       |              |       |           |
|-------------------------|-------|--------------|-------|-----------|
| Supplier Name           | Since | Contact Name | Email | Telephone |
| 1.                      |       |              |       |           |
| 2.                      |       |              |       |           |
| 3.                      |       |              |       |           |
| 4.                      |       |              |       |           |

|  |  |      |  |
|--|--|------|--|
| I certify that this information is accurate and agree to the following terms and conditions: |  |      |  |
| Authorized Signature   |  | Date |  |
| Name and title   |  |      |  |

## ***EQUIPMENT RENTAL FRAMEWORK CONTRACT***

### ***TERMS AND CONDITIONS***

#### **1. DEFINITIONS**

- 1.1. For the purposes hereof, unless otherwise indicated, the following terms shall have the following meanings
- i. "Delivery/pickup slip" means a document delivered and signed by the Lessee or agent upon receipt of the leased equipment
  - ii. "Agreement" means the terms and conditions hereof, the delivery/pickup slip signed by the parties and any subsequent amendments thereto authorized by the Lessor in writing.
  - iii. "Equipment" means the equipment described in the Agreement including all accessories, parts, spares, substitutions, additions thereto, or used in connection therewith, now attached to or delivered with or which may at any time be incorporated or attached to such equipment, whether or not supplied by the Lessor.
  - iv. "Lessee" means the firm, corporation or person who agrees to lease equipment from Universal Rentals Ltd.
  - v. "Lessor" means Universal Rentals Ltd. and its representatives.

#### **2. CONTRACT**

- 2.1. This Framework Contract represents the entire agreement between Lessor and Lessee.
- 2.2. This Framework Contract may be amended only by written agreement signed by the parties.
- 2.3. In the event of any inconsistencies or conflicts between the Master Agreement and the purchase order provided by the Lessee, the provisions of the Master Agreement shall prevail.
- 2.4. The provisions hereof are independent of each other and the invalidity of any one provision shall not invalidate the others.
- 2.5. This Agreement may only be cancelled by the Lessee without penalty if the Equipment has not yet been prepared for shipment. If the equipment is already ready for shipment or in the possession of the Lessee, a minimum 28-day rental fee may be charged as well as a handling fee when applicable.

### 3. EQUIPMENT RENTAL

- 3.1. The following paragraphs refer to Equipment rental by the Lessor as set forth herein.
- 3.2. The Lessor hereby leases to the Lessee the Equipment listed on the Delivery/Pickup slip.
- 3.3. The minimum rental period shall be 28 days or \$500, after which time the rental shall be prorated on a daily basis.
- 3.4. The rental period shall begin on the date the Equipment is shipped regardless of the shipping company responsible for delivery and terminate on the date the Equipment is returned to the Lessor's warehouse, said dates being as indicated on the delivery slips.
- 3.5. The Equipment is and shall at all times remain the personal and movable property of the Lessor, and the Lessee shall have no right, title, or interest in the Equipment except as expressly provided herein. The Lessee shall not allow the Equipment to become the subject of any claim, lien, encumbrance, security interest, mortgage, or other right in favour of any person.
- 3.6. At the end of the Rental Period, the Lessee shall return the Equipment at his/her expense to the Lessor in good working condition and shall pay all necessary maintenance and restoration costs of the returned Equipment to restore it to the condition it was in at the beginning of the Rental Period.
- 3.7. Loss, damage, or defects to the rented Equipment, however caused, shall, without prejudice to any remedy available to the Lessor, render the Lessee liable for a charge, the details of which shall be set forth in the damage cost invoice. Damage includes greater than normal wear and tear, breaks, cuts, or holes in the equipment.
- 3.8. The equipment shall be returned to the Lessor bundled, palletized, and cleaned. Failure to do so shall subject the Lessee to an additional charge.
- 3.9. The Lessor and the Lessee may agree to rent additional equipment in accordance with the terms hereof. Additional equipment ordered for the Lessee and provided by the Lessor, which is not on the original order, shall be charged at the then current rental rate.

#### 4. PAYMENT

- 4.1. Leased Equipment will be billed every 28 days, in arrears, and must be paid within 30 days of the billing date, unless otherwise specified.
- 4.2. Payment may be made by the following means:
  - i. Certified cheque;
  - ii. Cheque (allow 5 business days prior to delivery for cheque to clear);
  - iii. Wire transfer;
  - iv. Electronic transfer.
- 4.3. Lessor may terminate, at any time and at his/her sole discretion, any payment arrangement or credit facility granted to the Lessee.
- 4.4. Payment time is the essence of the contract.
- 4.5. All payments and other amounts due to the Lessor by the Lessee under this lease are absolute, unconditional, and payable without set-off, counterclaim, or abatement unless agreed to in writing by the parties.
- 4.6. The Lessee shall be responsible for all taxes, which shall be paid by the Lessee as they become due. Taxes shall include all taxes, levies, fees, duties and charges imposed at the present time and in the future by any federal, provincial, municipal, or other taxing authority on the Lessee, or the Equipment, or the rental, delivery, possession, use, maintenance or lease of the Equipment, or to the Lessor with respect to the foregoing, including sales, excise, use, property, business, transfer, goods and services and value added taxes, including penalties, or interest based on late payment of such amounts.
- 4.7. The Lessee shall pay interest at the rate of 2% per month, or 24% per annum on all invoiced amounts and any other amounts payable under this Agreement from the date the amount becomes overdue until paid in full.
- 4.8. The price list is subject to change without notice.
- 4.9. The Lessor reserves the right to terminate this agreement without any formality.
- 4.10. In addition to any other remedies available to the Lessor under this Agreement or by law, if the Lessee fails to pay any invoice within 30 days of the invoice date, the Lessor may, without notice and at his/her sole discretion:
  - i. Replace the lease agreement with a contract of sale;
  - ii. Close the customer account;
  - iii. Deny any future rentals to the Lessor.

## 5. DELIVERY

- 5.1. The Customer's receipt of Equipment shall be deemed to be upon loading the Equipment into the Lessee's or independent carrier's delivery vehicle.
- 5.2. The Customer's receipt of Equipment shall be deemed completed when the Equipment is delivered by the Lessor's carrier and the carrier leaves the delivery location.
- 5.3. A Delivery/Pickup slip shall accompany each delivery of Equipment. It shall be signed by the Lessee or his/her agent responsible for the delivery, clearly indicating the name and surname of the Lessee upon receipt of equipment.
- 5.4. The Lessor shall not assume any responsibility for the condition of the Equipment delivered, or for any discrepancies between the quantities shown on the Delivery/Pickup slip and the quantities actually received, unless the Lessee notifies the Lessor in writing immediately upon receipt of delivery by the Lessee. Any failure to timely notify the Lessor shall constitute a waiver of any claims or demands regarding discrepancies in quantity or condition of any Equipment delivered, and the Lessee shall be deemed to have unconditionally accepted the Equipment.
- 5.5. The Lessor shall load the Equipment for shipment and unload it upon return. The Lessee assumes responsibility for unloading the Equipment at the address where the Equipment will be used for the project listed on the Delivery/Pickup slip upon delivery and loading the Equipment for return.
- 5.6. Any of the Lessee's carriers and the independent carrier shall be considered agents of the Lessee.
- 5.7. All transportation and shipping charges both to and from the Lessor's warehouse shall be borne by the Lessee.
- 5.8. The Lessor may refuse to accept the return of the rented Equipment if it has been loaded, crushed, or otherwise unsafely secured in the transport vehicle, in which case the rental period shall continue until the Equipment is returned in a safe condition. The Lessor may also refuse to accept the return of equipment that is similar but not his/her own and continue with the rental until the original equipment is returned. Additional delivery charges will also be the responsibility of the Lessee.
- 5.9. The Lessor assumes no responsibility for delays caused by strikes, transportation of equipment, or any other cause. In no event shall the Lessor be liable for any loss, damage, or other inconvenience whatsoever resulting from the failure of a common carrier or third-party shipper to perform.

- 5.10. Equipment return shall be deemed to have occurred when the Equipment is unloaded at the Lessor's warehouse pursuant to the prior arrangements, or at another location designated by the Lessor upon written request to the Lessee.
- 5.11. All delivery documents shall be signed on site by the authorized person. When the Equipment is returned to the Lessor, the Lessee shall accept the preliminary inventory count of the Equipment recorded on the Preliminary Return Voucher completed by the Lessor.

## **6. HANDLING AND INSTALLATION**

- 6.1. The Lessee shall be responsible for the proper handling, maintenance, and installation of Equipment. The Lessee shall install, maintain, and operate the Equipment in a careful and diligent manner in accordance with industry safety practices and the requirements of applicable laws, ordinances, and regulations.
- 6.2. The Lessee shall maintain the Equipment in good working order at his/her own expense and shall not modify or alter the Equipment without the prior written consent of the Lessor. Any changes, additions, or improvements to the Equipment shall be made at Lessee's expense and shall immediately become part of the Equipment and the property of the Lessor.
- 6.3. The Lessee hereby releases and indemnifies the Lessor for all injuries, damages, or other losses suffered by the Lessee, or any third party arising out of the improper or negligent handling, assembly, maintenance, or use of Equipment.

## **7. PROPERTY AND CASUALTY**

- 7.1. Equipment casualty risk shall become the responsibility of the Lessee upon delivery in accordance with Section 5.1.
- 7.2. Until the obligations hereunder are fully performed, the Lessee shall bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the Equipment, or any part thereof. The Lessee shall not be relieved of his/her obligations hereunder by reason of any loss.
- 7.3. The Lessee shall indemnify and hold the Lessor harmless from and against all losses, damages, claims, expenses, personal injury, and damage to the Lessee's or any third party's property arising out of the ownership, use, custody, control, or disposition of the Equipment by the Lessee, his/her agents, employees, or third parties.
- 7.4. The Lessor shall have no liability based on contract, negligence or otherwise, for consequential, special, indirect, or economic losses however arising, including damages for loss of business profits.

- 7.5. The Lessee shall not remove, alter, or obscure any numbers, letters, or insignia on the Equipment that could reasonably be considered to indicate that the Equipment is owned by the Lessor.
- 7.6. Equipment lost or damaged while in the custody or control of the Lessee pursuant to this Agreement shall be charged to the Lessor at the then current price including applicable taxes.

## 8. INSURANCE

- 8.1. The Lessor shall maintain, at his/her expense:
- i. Comprehensive total risk insurance on Equipment for its full list price, which shall include:
    - (a) The Lessor as an additional insured;
    - (b) A beneficiary of indemnity clause in favour of the Lessor as first payee; and
    - (c) A waiver of subrogation in favour of the Lessor.
  - ii. Comprehensive third-party bodily injury or property damage insurance with liability limits equal to at least \$5,000,000 per occurrence to extend to all of the Lessor's obligations arising out of the use or possession of Equipment and to include the Lessee as an additional insured.
- 8.3. The Lessor shall provide to the Lessee, upon request, certified copies of all insurance policies or other evidence satisfactory to the Lessee as proof of satisfaction of such insurance commitments.

## 9. WARRANTIES

- 9.1. The Lessee acknowledges that it has selected Equipment based on his/her own skill and judgment, and further acknowledges and agrees that the Equipment may be used or new and is provided by the Lessor on an "as is" basis, and that no representations, warranties, or conditions, expressed or implied, oral or otherwise, are made by the Lessor, expressed or implied, oral or written, incidental or otherwise, is provided by the Lessor as to description, fitness for a particular purpose, condition, merchantability, durability, freedom from latent defects, quality, or suitability, all of which are excluded and waived by the Lessee.
- 9.2. The Lessor specifically disclaims all implied warranties with respect to Equipment, including the implied warranties of merchantability and fitness for a particular purpose.

## 10. DEFAULTS

- 10.1. Each of the following actions shall constitute a default by the Lessor (hereinafter referred to as a "Default"):

- 10.2. i. The Lessee fails to make any payment under any lease or purchase agreement with the Lessor when it becomes due and payable;  
ii. The Lessee fails to perform, observe, or comply with any obligation or condition hereunder;  
iii. A default event occurs under any other contract between the Lessee and the Lessor.

## 11. DEFAULT REMEDIES

### 11.1. Upon a Default Event:

- i. All unpaid amounts relating to any lease agreement between the Lessee and the Lessor, and all other amounts paid hereunder shall become immediately due and payable with interest at 24% per annum. This is liquidated damages and not a penalty.
- ii. The Lessee shall, at the Lessor's request, immediately return the Equipment to the Lessor at his/her own expense.
- iii. The Lessor shall indemnify and hold the Lessee harmless from any damages caused to the Lessor or any third party by reason of the Lessee's actions resulting from a Lessee Default.
- iv. All costs incurred by the Lessee as a result of a Default, including costs to repossess the Equipment, legal costs, costs incurred to repair, or restore the Equipment to its original condition, transportation costs, and other costs shall be payable by Lessee to the Lessor.
- v. The Lessor may terminate this agreement by providing written notice to the Lessee.
- vi. The Lessor may convert the Equipment included in the lease agreement into a purchase agreement;
- vii. All of Lessor's rights and remedies hereunder, at law or in equity, or otherwise available to the Lessor, are cumulative and not alternative.

## 12. GENERAL CONDITIONS

- 12.1. This Agreement and all of Lessor's rights, remedies, and benefits hereunder may be assigned by the Lessor without notice to or consent of the Lessee, and the Lessee hereby agrees to such assignment and waives service of process and delivery of a copy of any assignment document. Upon such assignment, the assignee shall be entitled to enforce the rights and remedies and receive all benefits that would otherwise accrue to the Lessor hereunder. Upon receipt of a notice of assignment, the Lessee shall unconditionally pay to such assignee all lease payments and other amounts due hereunder and shall not assert any claim or defense against such assignee.



- 12.2. Subject to applicable law, the Lessee hereby consents to the Lessor conducting a credit investigation of the Lessee and to the Lessor making requests for information from financial institutions or other persons having a business relationship with the Lessee in connection herewith. The Lessee hereby authorizes and requests such persons to respond to the Lessor's inquiries.
- 12.3. The Lessee shall promptly notify the Lessor in writing of the following situations and shall ensure that it receives confirmation of receipt thereof within 24 business hours:
- i. Any change in the Lessee's name;
  - ii. Any transfer, whether authorized or not, by the Lessee of any interest or benefit in the Equipment;
  - iii. Any change, whether or not authorized, in the location of the Equipment;
  - iv. Any change in the location of Lessee's main office.
- 12.4. This Agreement shall be governed by the laws applicable in the Province of Quebec.
- 12.5. Subject to its terms, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- 12.6. Any notice which may or shall be given hereunder shall be in writing.
- 12.7. If the Lessor accepts any late or partial payment, or delays enforcement of his/her rights or remedies hereunder on any occasion, such acceptance or delay shall not constitute a waiver by the Lessor of his/her rights hereunder and all amounts and obligations due hereunder shall remain payable when due.
- 12.8. The Lessee has read and understands this Agreement and signs it voluntarily and without duress. The Lessee has had the opportunity to obtain advice from independent legal counsel prior to signing this Agreement.
- 12.9. Except as otherwise provided, the invalidity or unenforceability of any term or condition herein shall not affect the validity and enforceability of any other term or condition. Any such invalid condition shall be treated as severable from the remaining conditions.