

## Cool Air Rentals—Terms & Conditions for Equipment Rentals

1. COOL AIR RENTALS LTD. ("Cool Air") agrees to rent to the Customer (as defined in the attached Quote or Contract) certain equipment, trailers and all of its related accessories, (together, the "Equipment"), and the Customer agrees to rent the Equipment from Cool Air, in accordance with (i) the terms of the Quote or Contract, and (ii) on the following terms, and subject to the following conditions (together, "this Agreement"):
2. RENTAL FEE: In return for renting the Equipment the Customer agrees to pay to Cool Air the fee and all related taxes and any disbursements (together, the "Rental Fee") shown either in the attached (i) Quote, or (ii) Contract issued to the Customer by Cool Air.
3. RENTAL PERIOD: The proposed period during which the Customer will rent the Equipment (the "Rental Period") is as shown either on the attached (i) Quote, or (ii) Contract issued to the Customer by Cool Air. For greater clarity, the Rental Period is the number of days the equipment is in the customer's possession (including days during which the Equipment is being transported to and from the site of its use by the Customer (the "Site")), and not the number of days during which the Equipment is used by the Customer. The Rental Period will continue until the Customer has either returned the Equipment to Cool Air, or has made the Equipment available to Cool Air on terms which are acceptable to Cool Air and in writing.
4. CALCULATION OF RENTAL FEE: The Rental Fee will accrue seven days per week, including on weekends and Holidays unless otherwise agreed to in writing by Cool Air. Monthly Rental Fees will be calculated based on a month comprising 28 days. The estimated Rental Fee will be as set out in either (i) the Quote, or(ii) the Contract. The actual Rental Fee will be as set out in the Invoice provided to the Customer at the end of the Rental Period.
5. CANCELLATION OF RENTAL AGREEMENT: The Customer may cancel this Agreement by providing written notice to Cool Air up to 24 hours prior to the start of the Rental Period. If the Customer cancels this Agreement within 24 hours of the start of the Rental Period then Cool Air will be entitled to charge the Customer a cancellation fee equal to the value of all of its expenses incurred by in preparing this Agreement, which fee is immediately due and payable by the Customer.
6. TRANSPORTATION: The Customer is responsible to pay all transportation costs and expenses to move the Equipment to the Site unless otherwise agreed to in writing by Cool Air prior to the start of the Rental Period.
7. SITE OF USE: During the entire Rental Period the Customer will keep the Equipment at the Site (as defined either in the contract or shipping order). The Customer covenants not to move the Equipment from the Site without first having obtained Cool Air's prior written consent to do so.
8. USE AND CARE: While the Customer or its agent(s) has possession of the Equipment:
  - (a) no one shall remove, alter, disfigure, or cover any numbering, lettering, trademarks or symbols displayed upon the Equipment;
  - (b) on one shall add any numbering, lettering trademarks or symbols to or upon the Equipment;
  - (c) the Equipment must be operated in the manner a prudent owner would operate it, and the Customer must ensure that the Equipment is not subjected to abuse, misuse, neglect, or careless, and/or rough usage;
  - (d) the Customer shall protect all Equipment from weather using suitable coverings;
  - (e) the Customer must comply with all of Cool Air's requirements, recommendations and instructions, as well as those of the manufacturer of the Equipment, all of which are either posted on Equipment or accompany it, including, but not limited to, those set out in the operator's manual(s) and any supplementary documentation issued by Cool Air;
  - (f) the Equipment must be used in the course of the Customer's normal business operations; and

(g) as the Equipment is subject to any obligations that Cool Air may have pursuant to servicing agreements, the Customer must ensure that at all times during the Rental Period Cool Air has access to the Equipment to conduct regular maintenance and inspections.

9. COMPLIANCE WITH BY-LAWS: The Customer covenants to comply with all by-laws, statutes and regulations which relate to the Equipment or its use, and to indemnify Cool Air from any loss, costs, charges, damages, and expenses arising from the breach of, or non-compliance with, any such by-laws, statutes or regulations. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES NECESSARY TO OPERATE THE EQUIPMENT, REGARDLESS OF THE LOCATION OF THE SITE.

10. NO ASSIGNMENT OR SUBLETTING: The Customer must not assign all or any part of this Agreement as set out in the Quote or Contract without first having received the prior written consent of Cool Air to do so. Further, the Customer must not sublet any of the Equipment without first having received the prior written consent of Cool Air, which consent, if provided by Cool Air at its sole discretion, shall not release the Customer from any of its obligations under this Agreement, and the Customer shall remain fully responsible to satisfy all its obligations under this Agreement including, but not limited to, the safeguarding of the Equipment and its timely return to Cool Air.

11. VALUE OF EQUIPMENT: For the purposes of this Agreement the value of the Equipment is its current replacement value, which includes all costs of procurement, parts, labour and transportation associated with the purchase by Cool Air of replacement Equipment (the "Value of the Equipment").

12. INSURANCE: the customer covenants to pay for insurance coverage on the equipment of amounts satisfactory to Cool Air. Customer is required to provide insurance documentation that states they are allowed to pull non-owned trailers and any damage occurred will be compensated to Cool Air. Customer will be liable for the full retail value of the non-owned trailers when damage occurs. Customer is required to provide minimum insurance coverage of \$2mil for Third Party Liability. Customer is required to provide documentation of SEF 27 coverage in order to use Cool Air trailers.

13. RISK. The Customer alone will bear the risk and liability for injury or damage to the Equipment from any source or cause whatsoever until it is received by Cool Air at the end of the Rental Period. The Customer shall pay to Cool Air, on demand, the full value of any such damage. Should the Equipment be lost, destroyed or rendered inoperable due to any cause whatsoever during the Rental Period the Customer covenants to pay to Cool Air, immediately upon demand, an amount equal to the Value of the Equipment.

14. DAMAGE WAIVER. Cool Air may, but is not required, to offer to the Customer prior to the start of the Rental Period a damage waiver for an additional daily charge. If Cool Air offers a damage waiver and the Customer accepts it then an additional charge will show Charge Summary attached to this Agreement, and as a result of the Customer's acceptance Cool Air will reduce the Customer responsibilities for loss of, or damage to, the Equipment subject to the following, for which Customer shall be fully responsible:

- (a) The difference between 10% of the value of the loss or damage and the damage waiver cost invoiced to the Customer from any cause other than those losses or damages to each item of the Equipment as set out in sections b, c, d, e, f and g below, for which Customer shall be fully responsible and liable;
- (b) Loss or damage resulting from overloading or exceeding the rated capacity of the Equipment;
- (c) Loss or damage to motors or other electrical appliances or devices caused by artificial electrical current;
- (d) Loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory;
- (e) Loss or damage caused by any breach of this Agreement by the Customer, its agents, employees, or any other person to whom the Equipment is entrusted;
- (f) Use of the Equipment in violation of any term of this Agreement;

- (g) The Customer further agrees that Company shall be subrogated for any recovery rights that Customer may have for damage to the Equipment rented hereunder, in the form of insurance protection for such damage.

A damage waiver is not insurance. If the Customer has insurance covering loss or damages relating to transactions such as its rental of the Equipment then the Customer shall diligently exercise every available right and take all action necessary to process any claim it may be entitled to make as a result of damage incurred to the Equipment during the Rental Period. The Customer further covenants to assign to Cool Air all its rights under any such claim, and to pay to Cool Air any and all proceeds payable to it as a result of having made the claim. Prior to the start of the Rental Period the Customer shall furnish to Cool Air the name of its insurance agent and insurance company, all additional information requested by Cool Air relating to the Customer's insurance coverage. Cool Air's waiver of the claims against Customer in accordance with this section 14 is contingent upon Customer having obtained a police report where applicable, and provided a copy to Cool Air.

15. **REPAIRS OR REPLACEMENT:** If the Equipment becomes unsafe, malfunctions or requires repair, the Customer must immediately (i) cease using the Equipment and (ii) immediately notify Cool Air in writing of the problems with the Equipment. Upon receiving such notice Cool Air will, at its sole discretion, determine whether to either repair the Equipment or replace it with Equipment which is substantially the same as that originally issued to the Customer. Cool Air has no obligation to repair or replace Equipment which is damaged or rendered inoperable for any reason other than due to the normal operation of the Equipment including, without limitation, damage resulting from a breach by the Customer of this Agreement, or misuse of the Equipment, or the acts or omissions of either the Customer or any other person. If the Equipment becomes damaged or requires any repair, the Customer hereby authorizes Cool Air to make such repairs, and covenants to pay to Cool Air at the prevailing price for the cost of the repairs, other than repairs required to remedy normal wear and tear. Cool Air may apply any payment received from the Customer firstly, to any handling charges or repair charges or to any other charges accruing under this Agreement for services which Cool Air is obliged to advance or to make, in priority to applying it to the payment of the Rental Fee. The Customer acknowledges and agrees that it is required to pay the Rental Fee to Cool Air for each period of time during which the Equipment undergoes repair.

Should the Customer (i) erroneously inform Cool Air that the Equipment unit isn't operating properly, (ii) the Customer requests that replacement Equipment be delivered to the Site in lieu of Cool Air providing troubleshooting services (in person or electronically) to remedy the problem, and (iii) following an inspection of the returned Equipment Cool Air determines that it was in fact operating properly, then the Customer will be responsible for all shipping costs relating to the delivery by Cool Air of the replacement Equipment to the Site.

16. **RETURN OF EQUIPMENT:** The Customer, at its sole expense, will return to Cool Air the Equipment in the same or better condition as it was received by the Customer at the start of the Rental Period, less reasonable wear and tear. "Reasonable Wear and Tear" in respect of the Equipment means deterioration of the Equipment caused by ordinary and reasonable use, or from any additional amount of use to which Cool Air in writing has agreed in advance. Cool Air reserves the right to refuse acceptance of equipment returned in either dirty or damaged condition and for rental charges to continue to accrue until the Customer returns the Equipment in state acceptable to Cool Air. Cool air also reserves the right to levy additional charges for reconditioning Equipment which has been improperly maintained by the Customer.

17. **TERMINATION:** If the Customer fails to pay any installment of rent for a period of thirty (30) days after the due date, or becomes bankrupt or insolvent, or violates any provision of this Agreement, or if the Equipment is levied upon or becomes liable to seizure then Cool Air may, at its option, terminate this Agreement without notice to the Customer. Cool Air will have the right to take possession of the Equipment without becoming liable for trespass, and may recover all rent due under this Agreement, and may recover full compensation for any damages sustained by the Equipment and for all expenses incurred by Cool Air in retaking possession of the Equipment. If

Cool Air terminates this Agreement pursuant to this clause, the Customer has no further rights under this Agreement. If Cool Air takes any legal steps to enforce the terms of this Agreement the Customer agrees that it is liable to pay to Cool Air, in addition to the costs and disbursements provided by statute, all of its reasonable legal fees incurred as a result of such action.

18. VALIDITY: If any term or condition of this Agreement is deemed to be invalid or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected, and this Agreement shall be construed as if the offending term or condition had not formed a part of this Agreement. The Customer further agrees that Cool Air may terminate this Agreement at any time and demand return of rented equipment and payment in full of all rentals owing.

19. PAYMENT: Provided that the Customer has received written approval from Cool Air to do so, the Customer shall pay all charges within 30 days of the date upon which Cool Air has issued its invoice to the Customer. In the absence of any such approval, payment of Rental Charges for the Rental Period is due and payable on the date upon which the Equipment has been delivered to the Customer, or upon any other date as directed by Cool Air. Interest on overdue accounts will be charged at the rate of 2% per month (26.82% per annum). Should the Customer wish to dispute the amount of any invoice then notice of the dispute must be provided to Cool Air with in 21 days of the date issuance of the invoice.

20. INDEMNITY: The Customer agrees to indemnify Cool Air from all losses, costs, charges, damages, and expenses suffered by Cool Air in respect of any injury (including death) to any person (including the Customer) or damage to any property (including, but not limited to, property of the Customer) arising out of the use by any person of the Equipment.

21. COMPANY'S REPRESENTATION: Cool Air represents and warrants that the Equipment supplied to the Customer is delivered in good working order. Notwithstanding that fact the Customer acknowledges and agrees that Cool Air is in no way responsible for the engineering in connection with the Equipment or the results, both positive and negative, of its use. Cool Air makes no representations or warranties to the Customer about the suitability of the Equipment for any particular use. UNLESS OTHERWISE AGREED TO IN WRITING, Cool Air will neither be responsible for arranging access to an appropriate water supply and/or drain for the Equipment, nor for arranging access to an appropriate electrical connection to power the Equipment.

22. FORCE MAJEUR: Cool Air shall incur no liability to the Customer whatsoever, and shall not be in breach or default of this Agreement, for any delay in, or failure to deliver the Equipment, nor for any delay or failure to perform any of its obligations under this Agreement as a result of any event, condition or circumstance (and the effect thereof) which is not within the reasonable control of Cool Air, 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.

23. NOT AN AGREEMENT OF PURCHASE AND SALE. Nothing contained in this Agreement shall be construed as creating an agreement of purchase and sale.

24. NOTICE: Any notice to be given by one party to the other shall be in writing, and may be mailed by prepaid registered post, or sent electronically to the other party at the addresses shown in this Agreement, or at any other address substituted therefor from time to time by proper notice. That notice shall be deemed to have been received by the addressee (i) in the case of mail, on the third business day following the date on which the notice was mailed or sent; and (ii) in the case of electronic delivery, following the sender's receipt of confirmation of delivery with no notice that the delivery was not successful.

25. ENTIRE AGREEMENT This Agreement along with any Quote, Contract or Invoice issued by Cool Air, or any other documents to which is specifically refers contains the entire agreement between Cool Air and the Customer pertaining to its subject matter, and supersedes all prior agreements, understandings, negotiations, and discussions between the parties, and there are no representations, warranties, covenants, conditions, or other terms other than expressly contained in this Agreement; PROVIDED, HOWEVER, that any third party terms & conditions for which Cool Air is responsible in the course of executing this Agreement shall also apply to the Customer.
26. TIME. Time is of the essence of this Agreement.
27. NO ALTERATIONS. Cool Air informs, and the Customer acknowledges, that no employee of Cool Air is authorized to alter in any way the terms of this Agreement.
28. PROPER LAW. This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of British Columbia.
29. BENEFIT AND BINDING NATURE OF THE AGREEMENT This Agreement will enure to the benefit of, and will be binding upon, the parties and their respective successors and permitted assigns.
30. SIGNATURES: This Agreement may be signed in counterparts, and this Agreement or a counterpart may be delivered electronically. The parties agree that each such counterpart, if any, will constitute an original document, and those counterparts, taken together, will constitute one and the same instrument.