

## MASTER RENTAL AGREEMENT

### GENERAL TERMS AND CONDITIONS

1. PARTIES: As used in this agreement, 'ENINCO' and or 'LESSOR' is ENINCO Rentals Inc. 'Customer' is the lessee of the equipment identified on a rental order subject to the MASTER Rental Agreement. 'Equipment' is the personal property identified on a rental order. 'Rental Order', attached hereto as a schedule, is a listing of the Equipment that the Customer is renting.
2. INTEGRATION: This writing along with the corresponding Rental Order(s) comprises the complete and exclusive statement of the terms between the parties and it is acknowledged that there are no understandings, representations, warranties, promises, verbal or otherwise, pertaining to this Agreement or to the Equipment, which are not Incorporated herein expressly, by reference or by schedule attached hereto. The Customer's execution of the Master Rental Agreement, or the taking of possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for ALL present and future rentals between ENINCO and Customer.
3. SEVERABILITY: If any provisions of this Agreement or the application thereof shall be held to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall remain in force to the fullest extent permitted by law.
4. MODIFICATION: This Agreement may not be modified or amended except in writing, signed by both ENINCO and Customer.
5. DISCLAIMER OF WARRANTIES: ANY WARRANTIES ON THE EQUIPMENT ARE THOSE MADE BY THE MANUFACTURER. ENINCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR THAT IT IS FREE OF DEFECTS, AND IN NO EVENT WHATSOEVER SHALL ENINCO BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES TO CUSTOMER OR ANY THIRD PARTIES.
6. SAFETY REGULATIONS: Customer shall, at Customer's sole expense:
  - a. erect, maintain, store, and use the Equipment in a safe and proper manner as described by the manufacturer and good industry practices;
  - b. comply with all applicable laws, ordinances, rules and regulations or any public authority having jurisdiction for the safety of persons or property, including, but not limited to, ALL FEDERAL AND PROVINCIAL OCCUPATIONAL SAFETY AND HEALTH REGULATIONS; and
  - c. comply with any rules or regulations promulgated by ENINCO with respect to the Equipment, its manner or erections, maintenance, storage and use.
7. NOTICE OF NON-WAIVER: The failure of ENINCO at any one or more times to insist upon strict performance by Customer of the conditions and terms of this Agreement, or ENINCO acceptance of partial or delinquent payments, or failure of ENINCO to exercise any right to remedy shall not be construed as a waiver of ENINCO right to demand strict compliance. Time is expressly made the essence of the agreement.
8. LEGAL COSTS AND GOVERNING LAW: If ENINCO is required to pursue enforcement of any provision of this Agreement or collection of any amount due, or file suit, claim or action in regards to this Agreement, Customer agrees to pay all reasonable enforcement costs including, but not limited to, legal fees and costs of litigation on behalf of ENINCO. The parties agree that this Agreement shall be deemed to have been entered into at the address of ENINCO appearing herein and this Agreement shall be governed and construed in accordance with the laws in force in the Province of Alberta and venue shall be exclusively in Edmonton, Alberta
9. ASSIGNMENT: This Agreement will be binding on and enure to the benefit of the parties and their respective successors and permitted assigns. The Lessor may assign this Agreement, title to the Equipment or any of its rights or obligations hereunder, including the right to receive Rental payment from Customer, to any other party without the consent of Customer. The Lessor will notify Customer in writing of any such assignment to another party. The Customer shall not assign this Agreement or any of its rights or obligations hereunder, or delegate the performance thereof, to a third party without the prior written consent of the Lessor, which consent may be arbitrarily withheld. Any attempt by Customer to assign this Agreement or any of its rights or obligations, or delegate the performance thereof to a third party, without such consent shall be void and of no effect.

10. LATE PAYMENT CHARGE: CUSTOMER AGREES TO PAY A LATE PAYMENT CHARGE WHICH WILL BE MADE ON ANY PAST DUE BALANCE REMAINING UNPAID AFTER THIRTY (30) DAYS FROM INVOICE DATE. SUCH CHARGES WILL BEAR INTEREST AT 2% PER MONTH CALCULATED MONTHLY FOR AN EFFECTIVE ANNUAL INTEREST RATE OF 24%.
11. HEADINGS AND NUMBER: The headings used in this Agreement are solely for the convenience of the parties and the headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing one gender include the other gender.
12. FURTHER ASSURANCES: The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to meet their respective obligations under this Agreement. Each party shall provide such further documents or instruments as required by the other Party as may be reasonably necessary to give effect to this Agreement.
13. COUNTERPARTS: This Agreement may be executed in any number of counterparts, including electronic signatures by email, facsimile or portable document format (pdf) signatures, each of which when executed and delivered shall be deemed to be an original and fully binding, and all such counterparts shall together constitute one and the same instrument.
14. SCHEDULES: All schedules attached to this Agreement and all terms, conditions and provisions therein are incorporated by reference and made a part of this Agreement as fully as if they were set forth in the body of this Agreement. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Schedule, the terms and conditions of this Agreement shall prevail.
15. NOTICES: Any notice under this Agreement shall be sufficiently given if in writing and served personally or by courier or by electronic facsimile transmission or by letter, postage prepaid (unless at the time of mailing or within four days thereafter there shall be a strike, interruption or lockout in the postal service, in which case the notice shall be given by personal delivery, courier or electronic facsimile transmission) addressed to the Customer at such address provided in the Rental Order and to ENINCO at 510046 Range Rd 24, Vermilion River County, Alberta T0B 2P0, or such address as further directed by ENINCO.
16. FORCE MAJEURE: ENINCO shall incur no liability to Customer whatsoever for any delay or failure to deliver the Equipment or for any delay or failure to perform any of its obligations hereunder by reason of strike, lockout, fire, flood, act of nature, war, insurrection, mob violence, requirement of governmental authorities, embargo, or any other cause beyond ENINCO's control.

#### RENTAL TERMS AND CONDITIONS

1. TITLE: The Equipment shall at all times be and remain the sole property of ENINCO. The Customer shall not, at any time, either temporarily or permanently, conceal, hide, alter or remove any identification label affixed to or displayed on the Equipment. The Customer shall have only the right to use the Equipment under the terms and conditions contained herein. Customer shall not incur or permit to exist any liens, hypothecs, charges, security interests or any other encumbrances ('Liens') on or with respect to the Equipment. Customer shall give ENINCO immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure. ENINCO may discharge any lien, hypothec, charge, security interest or any other encumbrance in regard to the Equipment, and the payments made by ENINCO shall be added to the amounts owed by Customer to ENINCO hereunder.
2. AVAILABILITY AND ACCEPTANCE: All Equipment rentals are subject to the availability of equipment at the time of order. No orders for Equipment shall be binding upon Lessor until accepted by an authorized employee of ENINCO; and in all events any such order shall be subject to these terms and conditions. Failure of ENINCO to object to provisions contained in any purchase order or other communication from Customer shall not be construed as a waiver of this agreement, nor an acceptance of such provisions.
3. TIME PERIOD: The rental period commences and is billable from the day of shipment of the Equipment from the originating facility, or from the beginning of its use, whichever event comes first, and ends on the day the Equipment is returned to the originating facility.
  - a. The total or partial loss, fire, theft or disappearance of the Equipment does not terminate this Agreement or the Time Period.

- b. The Customer is responsible for the Equipment from the time it leaves the originating facility until the Equipment is returned to the originating facility.
  - c. No allowance is made for Sundays, Holidays, or time in transit.
  - d. The lease period shall not exceed 364 consecutive days on any rental.
4. RENT: The Customer shall pay Rentals at the applicable Rental Rates and Additional Charges. 'Rental' means all sums of money, other than Additional Charges, payable by Customer pursuant to the Lease for rental of the Equipment plus Goods and Services Tax ('GST') thereon. 'Rental Rates' are determined solely by ENINCO. The standard Rental Rate is based on up to 8 hours of usage on one (1) calendar day. 'Additional Charges' means all sums of money, other than Rental, payable by Customer pursuant to this Agreement.
5. PAYMENT: Rentals are billed in accordance with the applicable Rental Rates and based on monthly (28 day), weekly (7 day) or daily (24 hour) period(s), as the case may be. Billing for Rentals and any Additional Charges will be monthly (28 day), or upon the return of the Equipment, whichever comes first. Customer agrees to pay the charges for all Rentals in advance unless Customer has and has maintained in good standing a credit account with ENINCO. Payment for the Rentals on a credit account are due as per the terms set out in the credit agreement. ENINCO may charge Customer for all additional time periods not shown on the Rental Order hereof during which time Customer shall have possession of the Equipment. The rent may be paid either by:
  - a. Bank transfer.
  - b. Cheque (a \$35.00 fee will be charged for any cheque returned Not Sufficient Funds (NSF).
  - c. Cash.
  - d. Credit Card - Visa/MasterCard (a signed credit card consent form is required).
6. WAIVER OF DEFECTS: Customer acknowledges that prior to taking the Equipment Customer has examined it, that it was then in good condition, and represented to ENINCO that it was suitable for Customer's purposes, and that Customer was familiar with the proper and safe manner of using said Equipment. Customer agrees that they shall inspect the leased Equipment at the designated location prior to any use and shall maintain a continuing inspection of the leased Equipment at all times throughout the lease term. If the Customer does not inspect the equipment before taking the Equipment, then the Customer is deemed to have accepted that the Equipment is in good, clean and unmarred condition and running order, without broken or worn out parts, and suitable for Customer's purpose.
7. LIMITATIONS OF USAGE: Customer agrees that the Equipment will be used solely by them only at the location identified on the Rental Order and solely for the purpose for which it was manufactured and intended. The Customer further undertakes that the Equipment will be operated or otherwise used only by competent, qualified persons possessing the necessary skills and expertise to operate said Equipment. The Equipment shall not be transferred, leased to, or used by any other than Customer. Customer shall at all times and at their own expense keep the leased Equipment in good, safe and efficient working order, repair and condition and shall not permit anyone to injure, deface or misuse the Equipment. Customer agrees that ENINCO shall have no responsibility, direction or control over the manner loading, offloading, unloading, erection, maintenance, storage, use or operation of the Equipment.
8. RISK OF LOSS: The total or partial loss, fire, theft or disappearance of the Equipment, as determined solely by ENINCO, while in the possession of Customer does not terminate this Agreement or a Rental Order. The Customer shall be liable to ENINCO for the full replacement value of the Equipment in an amount equal to the MANUFACTURER'S LIST PRICE for the same or similar Equipment. In addition, Customer shall be liable to ENINCO for ordinary rental fees from the date of delivery of the Equipment until complete payment of the full replacement value is received by ENINCO from Customer.
9. NOTICE OF LOSS: In the event of loss, theft or damage to Equipment, Customer agrees to notify ENINCO Immediately by telephone, and thereafter to promptly report in writing all information related thereto to ENINCO and the public authorities (where required by law or ENINCO). Customer shall cause its agents and employees to give ENINCO and the public authorities' full and complete information and assistance in the investigation and prosecution of any matter arising from said loss, theft or damage.
10. MAINTENANCE: Customer shall perform all routine maintenance on the Equipment, including, but not limited to, routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/ tracks, cutting edges and cleaning in accordance with the manufacturers' specifications as applicable. During the Rental Period, Customer, at its own expense, shall pay the cost of: (a) all fuel and lubricants required to

operate and maintain the Equipment; (b) all repairs required to be made to the Equipment in order to keep it in good and proper operating condition in accordance with the operator's manual; (c) replacement of broken or worn out parts (all replacements parts must be original equipment manufacturer's parts); and (d) maintenance of all tires and tubes on the Equipment. Service calls to the location of the Equipment by ENINCO or by a third party contracted by ENINCO will be charged to Customer. If the Equipment is not returned to ENINCO's originating facility the Customer will be charged for ENINCO or a third party contracted by ENINCO to retrieve the Equipment and return the Equipment to ENINCO's originating facility.

11. REPAIR AND CLEANING: If Customer returns the Equipment in a damaged or unclean condition as determined solely by ENINCO, normal wear and tear excepted, Customer agrees to pay all reasonable charges for cleaning and repair. ENINCO may repair at Customer's expense using its own labourers and bill for their usual charges in making such repairs for third parties. Customer may at his own expense elect to have the Equipment repaired elsewhere, provided that any repairs to be made, any person making said repairs and any parts to be utilized or replaced in making said repairs shall be pre-approved by ENINCO.
12. ACCESS: ENINCO shall at all times have the right of free access to the Equipment for the purpose of inspecting it and watching its use, maintenance or storage or determining the nature and extent of its uses. ENINCO may terminate this Agreement and demand immediate return of the Equipment if it observes the Equipment being used improperly or in violation of any term of this Agreement.
13. INDEMNIFICATION: CUSTOMER AGREES TO INDEMNIFY AND DEFEND ENINCO AGAINST AND HOLD ENINCO HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITES, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITIES. DIRECT OR CONSEQUENTIAL, INCLUDING LEGAL FEES AND COSTS OF LITIGATION, WHICH ARISE FROM OR RELATE TO ANY INJURY TO PERSON OR PROPERTY OCCASIONED BY THE OPERATION, HANDLING OR TRANSPORTING OF THE EQUIPMENT DURING THE LEASE TERM OR WHILE THE EQUIPMENT IS IN THE POSSESSION OR CONTROL OF THE CUSTOMER.
14. LIMITATION OF LIABILITY: Unless further limited elsewhere in this Agreement, the liability of ENINCO to the Customer for any breach of this Agreement, regardless of the basis of the claim, including, without limitation, any claim in tort or of fundamental breach of contract, shall be direct damages only in an amount not to exceed the payments made to ENINCO by the Customer to the date of the breach. In no event shall ENINCO be liable for any indirect, incidental, special, punitive, aggravate or consequential damages, or for lost profits or revenues or failure to realize expected savings of the Customer relating to the lease, delivery, erection, operation or other use of the Equipment, even if ENINCO has been informed or is aware of the possibility thereof. For greater certainty, and without limiting the generality of the foregoing limitation of liability, the Lessor shall not be liable for any loss or damage, whatsoever, arising from: (a) the misuse, neglect, or improper operation of the Equipment; (b) the electrical connections or current, or any subsequent repairs, modifications or other alterations to the Equipment; (c) accidents, fire, vandalism or acts of force majeure; or (d) damage to the Equipment or its surrounding environment as a consequence of erection, operation or other use of the Equipment.
15. DEFAULT: ENINCO shall have the right without notice to terminate this Agreement and take possession of the Equipment upon occurrence of any of the following events of default (a) breach of any of the terms, conditions or promises contained to this Agreement, including, but not limited to, Customer fails to pay any amount under this Agreement when due; (b) Customer becomes insolvent or otherwise unable to pay its debt to ENINCO or others when due; (c) institution of any proceedings in bankruptcy or receivership by or against Customer; or (d) if any execution, levy, restraint or attachment is levied or threatened to be levied upon the leased Equipment. Customer expressly grants to ENINCO the right to enter upon any location, without prior notice, where said Equipment may be located for the purpose of taking possession of the Equipment. Customer expressly releases ENINCO and its agents from any claims for damage or trespass arising out of the retaking possession of said Equipment. ENINCO shall retain all payment received to date from Customer as partial payment for use of the Equipment by Customer, and may lease or sell the Equipment upon such terms and conditions and for such other consideration as ENINCO deems appropriate.
16. INSURANCE: The Customer shall obtain and maintain, at its own expense, insurance covering public liability, theft and casualty, property damage, all risk property insurance and any other insurance policy deemed necessary to indemnify ENINCO for any and all loss of Equipment, up to the replacement value and fully cover Customer's liability and indemnification obligations under this Agreement. The Customer undertakes to maintain said insurance policies in effect from the moment the Equipment is rented by the Customer or

delivered by ENINCO until the time it is returned. The Customer shall provide a Certificate of Insurance evidencing the applicable coverages. The certificate must also include an additional insured clause issued in favor of ENINCO. Customer hereby assigns to ENINCO the benefit of and proceeds from any and all insurance policies held by the Customer covering the equipment. Notwithstanding Customer's failure to obtain or maintain insurance in accordance with this Agreement or to otherwise comply with the insurance requirements hereof or the insufficiency of Customer's insurance coverage, ENINCO's liability and indemnification obligations under this Agreement will not be voided, limited or reduced and ENINCO may claim against Customer for recovery of any losses. In the event that any loss or damage to the Equipment is not covered by insurance for any reason, or in the event of seizure of the Equipment, the Customer shall forthwith pay to ENINCO the amounts that remain to be paid to ENINCO under this Agreement.

17. **TAXES AND FEES:** The Customer shall bear applicable federal, provincial, municipal, and other government taxes. Taxes, fees or charges of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between ENINCO and Customer, are not included in prices. ENINCO will charge the Goods and Services Tax (GST) on all transactions. Customer is responsible for identifying, reporting, and paying all other taxes, fees or charges to the appropriate authority.
18. **ASSET TRACKING:** In the event the Equipment is equipped with a telematics or other tracking system, Customer and ENINCO consent to the collecting of and monitoring of electronic information, generated by or in connection with the Customer's use of or the location of the Equipment. The information transmitted and collected may include, but is not limited to; Equipment identification number, location, operational data, fault codes, emissions data, fuel usage, service meter hours. Customer agrees that ENINCO owns all the data and may use the data, for any purpose, including commercial or legal purposes.
19. **AUTHORISED SIGNATORY:** The Customer acknowledges that the signatory to this Agreement is duly authorised by the Customer to sign and bind the Customer.
20. **LANGUAGE:** The parties hereto expressly declare that they require this Agreement, and all documents and notices relating thereto, to be written solely in the English Language. Les parties déclarent expressément qu'elles exigent que ce contrat, ainsi que tous les documents et avis s'y rapportant, soient rédigés et écrits exclusivement en anglais.

Date signed by ENINCO: \_\_\_\_\_, 20

**ENINCO Rentals Inc.**

Per: \_\_\_\_\_

Print Name: \_\_\_\_\_

I have the authority to bind the corporation.

Date signed by Customer: \_\_\_\_\_, 20

**Customer:** \_\_\_\_\_  
(Print name of corporation)

Per: \_\_\_\_\_

Print Name: \_\_\_\_\_

I have the authority to bind the corporation.