

Rental Terms and Conditions

<u>The Rental Period:</u> The Equipment is rented on a daily, weekly, or monthly (4 week period) basis. The rental period includes all calendar days and shall commence on the date the Customer receives the equipment, provided the equipment was shipped for next business day delivery, and shall continue until the date the Equipment is received by T3 Safety Rentals at agreed location. T3 Safety Rentals may, however, require return of the Equipment at the end of the rental term set forth on the website or any written quote.

- I. Ownership and Use of Rental Equipment All rental Equipment is leased pursuant to the Equipment Lease Agreement (the Equipment is and shall at all times remain the property of T3 Safety Rentals Ltd (The Company). Customer shall not sublease, rent, transfer, assign, sell, alter, modify, or encumber the Equipment without T3 Safety Rentals prior written consent.
- 2. Use of Equipment The Customer represents and agrees that the Equipment will be used at all times only by personnel trained, both in classroom and hands-on, on the proper use and limitations of the Equipment. Customer's acceptance of the Equipment certifies that it's personnel have been properly trained in the use and limitations of the Equipment and Customer hereby agrees to assume all liability for use of the Equipment. Customer is solely responsible for appropriate care and maintenance of the Equipment at all times while being used by Customer.
- 3. Authorization/Responsibility for Credit Card Charges When you provide credit card information or other payment information to the Company, you represent to the Company that you are the authorized user of the credit card; and, that the credit card account is in good standing and available for transactions. You agree that the Company is authorized to charge the credit card for any costs or charges identified in these terms and conditions at the time such costs or charges are incurred and that no further authorization from you or any other person will be required in order for the Company to do so. The credit card holder is responsible for all costs or charges that are identified in these terms and conditions including but not limited to those charged to the credit card, whether such costs or charges were incurred by the credit card holder or anyone using the credit card with the permission of the cardholder. You agree that the Company is authorized to ship the Equipment to an address that is different from the credit card billing address. You agree to promptly notify the Company if the credit card expires or is cancelled for any reason; of any changes to the credit card number, its expiration date, billing address; or, other billing information.
- 4. Security Deposit A security deposit may be added in addition to the rental amount of the Equipment being rented. The deposit will be held by the Company to cover any damage and/or replacement cost over and above the normal wear and tear of the Equipment as outlined in Paragraph five (5) and six (6) below. The Customer and the Company recognize that the deposit amount may not be sufficient to cover any or all chargeable damage to the Equipment, in which case the Customer agrees to pay any additional charges for damage over and above the normal wear and tear that exceeds the amount of the deposit within ten (10) days upon notification by the Company. Upon return of the Equipment and inspection of the same by the Company, the deposit will be returned to the Customer, less any charges over and above the normal wear and tear of the Equipment.

- 5. Condition of Equipment The Customer agrees to accept the Equipment as is. The Company shall not be liable to the Customer for any loss, claim, liability, cost, damage or expense of any kind, caused, or alleged to be caused, directly or indirectly, by the Equipment, or by any inadequacy thereof. Normal wear and tear is included in the rental price and includes, but is not limited to, small scratches or minor abrasion damage. Damage which the Customer shall be responsible for are any damages caused above normal wear and tear, as a result of improper use.
- 6. Charges and/or Replacement Costs of Rental Equipment The Customer acknowledges that the Equipment is costly to replace. The Customer shall take all precautions necessary to prevent any damage outside of normal wear and tear, including but not limited to the destruction, theft or unauthorized alteration to the Equipment. In the event of a total loss or destruction of the Equipment or elements of the Equipment, the Customer shall be liable for replacement costs.
- 7. Disclaimer The Company is not responsible for any damages resulting from the rental or use of all subject rental Equipment. Except as stated, no express or implied warranties are given. Damages, if any, are limited to the rental cost incurred. The Company will not assume any liability to injury or loss of life as a result of malfunction or damage to the Equipment. The Company will be held harmless of any loss of life or injury.
- 8. Remedies In the event of default of any obligations hereunder the Company can and will pursue all available civil and criminal remedies.
- 9. Entire Agreement These terms and conditions, and any other terms and conditions set forth in any writing signed by you and the Company, constitute the entire agreement between you and the Company regarding your rights and obligation relative to the rental of the Equipment from the Company.