



AGREEMENT GENERAL CONDITIONS

- 1. THE RENTAL PERIOD:** The Rental Period commences on the date of pickup or shipment of the equipment and continues until the late of, (i) the expiry of the minimum term specified in this agreement and (ii) the date the equipment is actually returned to Kor Rentals Inc. and includes all time consumed in transporting the equipment to and from Kor Rentals Inc.'s yard.
- 2. PAYMENT:** Rental payments are due in advance of each month, week or day of the Rental Period, as applicable. Overdue rental payments will bear interest of 1.5% per month calculated and compounded monthly for an effective annual rate of 19.56%.
- 3. TRANSPORTATION:** Rental rates do not include transportation charges to and from Kor Rentals yard. These are the customer's responsibility and if delivered by Kor Rental, a separate additional charge applies.
- 4. MAINTENANCE & REPAIR:** The customer is responsible for all fuels, lubricants, normal servicing, maintenance and repairs necessary to maintain the equipment in proper operating condition in accordance with the operator's manual. All replacement parts used shall be original equipment manufacturers parts.
- 5. DAMAGE TO EQUIPMENT:** The customer is responsible for any damage done to the equipment during the Rental Period (including during transport) and shall return the equipment in good operating condition, without limitation, including any necessary to fix such damage or otherwise to restore the equipment at the customer's expense. Customer shall use properly trained personnel to operate the equipment, being 21 years or older.
- 6. TIRES:** without limiting the customer's obligations under Section 5, any cuts or other damage to tires is the customer's responsibility, and tire repairs or replacement of tires, will be made at the customer's expense.
- 7. CLEANING:** It is the customer's responsibility to return the equipment in the same clean condition in which it was received; otherwise, there will be a cleaning charge if necessary.
- 8. INSPECTION:** Kor Rentals has the right to inspect the equipment at any time during the rental period at the job site.
- 9. INSURANCE:** The customer must insure the machine for its full replacement value for the entire Rental Period (including during transportation). The customer must provide adequate proof of insurance to Kor Rentals showing Kor Rentals as the name insured, prior to commencement of the Rental Period and thereafter upon request. The customer hereby assigns to Kor Rentals – the benefit of and proceeds from any and all insurance policies held by the customer covering the equipment.
- 10. LIABILITY:** The customer shall indemnify Kor Rentals and its officers and employee against any and all claims for personal injury (including death), damage to property and any other claims resulting from the possession or use of the equipment during the Rental Period (including during transportation). The customer acknowledges having inspected the equipment and that the customer is not relying upon representation by Kor Rentals as to its suitability for any particular purpose and hereby waives all claims against Kor Rentals for any loss or damage (including economic loss), of any nature whatsoever, which may be suffered because of the condition of the equipment or its fitness for any particular purpose. The aggregate liability of Kor Rentals hereunder, if any, shall be limited to the amount paid to it by the customer under this agreement. This agreement represents the entire agreement between the parties with respect to the equipment. There is no oral or other agreement. Any change to this agreement must be signed by Kor Rentals. The customer shall pay all costs and expense Kor Rentals incurs to enforce its rights on a full indemnity basis whether in Court or otherwise.
- 11. ASSIGNMENT:** The customer shall not transfer or assign any rights or liabilities hereunder or rent the equipment to any other party or allow another party to use or possess the equipment without prior written consent of Kor Rentals which consent may be withheld by Kor Rentals at its sole discretion.
- 12. LOCATION:** The customer shall not remove the equipment from the province in which it was contracted to work without prior written consent of Kor Rentals which consent may be withheld by Kor Rentals in its sole discretion. The customer shall advise Kor Rentals of any change in the location within the province it was contracted to work, noted on the face of this agreement, at which the equipment is to be used.
- 13. TERMINATION:** If the customer fails to observe any of the terms of condition of the agreement (including the timely payment of rental charges), Kor Rentals may, in addition to any other rights and resources it may have, retake possession of the equipment without becoming liable for trespass. This agreement may also be terminated by Kor Rentals upon the customer becoming insolvent or bankrupt or making an assignment for the benefit of its creditors, or if a petition is filed by or against the customer for bankruptcy, or if a receiver or other person with similar powers is appointed for any of the customer's assets. In any such event, the customer shall remain liable for all outstanding rental arrears, repair costs, and other damages notwithstanding the termination of this agreement.
- 14. TITLE:** Title to the equipment will remain with Kor Rentals and the customer has no right or title to the equipment except provided in this agreement. The customer shall not incur or permit to exist any lien or other encumbrance on or with respect to the equipment.
- 15. PRIVACY:** The customer consents to the collection of personal information by Kor Rentals and the use, retention, and disclosure of such information by Kor Rentals.
- 16. PRODUCT LINK:** In the event this machine is equipped with Product Link, data concerning this machine, its condition and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve the customer and to improve upon Caterpillar products and services, The information transmitted may include: machine serial number, machine location, and optional data, including but not limited to: fault codes, emissions data, fuel usage, service meter house, software and hardware version number, and installed attachments. Caterpillar will not sell or rent collected information to any third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. The customer agrees to allow this data to be accessed by Caterpillar, its dealers and Kor Rentals.