

Master Equipment Rental Agreement

This Master Equipment Rental Agreement, (the "Agreement") shall govern any and all Equipment lease transactions between Cahill Services Operating (Canada), Inc. (Alberta), as well as its affiliates and subsidiaries (collectively, the "Company") and the customer signatory to this Agreement (the "Customer", together with the Company, the "Parties") and the applicable Rental Quote Form, attached hereto, which is hereby incorporated by reference into this Agreement. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Rental Quote Form. If there is any inconsistency between the provisions of this Agreement and the Rental Quote Form, the provisions of this Agreement shall control.

SECTION 1. RENTAL RATES

Rates and Taxes. Company shall provide Customer the equipment at the prices as set forth on the applicable Rental Quote Form (the "Equipment") upon the terms and conditions set forth in this Agreement. Rental rates do not include applicable taxes. Company shall collect and remit all applicable taxes and shall separately state such taxes on all invoices. Customer shall pay all license fees, registration fees, assessments, duties, and taxes which may now or hereafter be imposed upon the possession, lease or use of the Equipment, excepting only those based on Company's net income or exempted by law. Customer shall promptly notify Company of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning taxes, fees, or assessments. Customer shall pay all license, permit, certification or safety inspection/ hazmat fees or taxes imposed upon or with respect to the sale, installation, storage, transport or use of the Equipment.

Method of Rental. Rentals for each project or piece of Equipment performed under this Agreement may be ordered through the issuance of a Rental Quote Form which must be signed by an authorized representative of the Customer. The Rental Quote Form will outline the specifics for each individual project or Equipment rental; however, all Rental Quote Forms will still operate under the terms and conditions of this Agreement. All Rental Quote Forms are subject to Equipment availability. In the event Equipment included in a Rental Quote Form is later determined by Company to be unavailable, Company shall give written notice of the Equipment's unavailability and of the termination of the Rental Quote Form as to the unavailable Equipment to Customer, with no damage or penalty to be paid to Customer by Company.

SECTION 2. PAYMENT TERMS

Payment Terms. Customer shall pay all equipment rental invoices from Company promptly upon receipt, but in no event later than thirty (30) days from the date of the invoice. Customer shall pay all fuel invoices from Company promptly upon receipt, but in no event later than ten (10) days from the date of the invoice. Company agrees that no payment shall be considered due until and unless delivery of the Equipment for which invoices are rendered has been accomplished in a satisfactory manner and in full compliance with the terms hereof. If Customer's equipment rental invoices are not paid in full within the abovementioned thirty (30) days, or their fuel invoices are not paid within the above mentioned ten (10) days, Customer shall be deemed in default of this Agreement and hereby authorizes Company to withhold services and charge an interest payment of 1.50% per month on any unpaid balance or the maximum amount as permitted by law. Customer shall be financially responsible for all collection and legal fees incurred by Company to collect an outstanding balance. Company shall further be entitled to seek any other remedies that it may have available at law or in equity including placing a lien on the Delivery Address. Termination of this Agreement by either Party shall not relieve Customer of its payment obligations.

No Setoff. Customer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, compensate, recoup or debit any amounts owed (or to become due and owing) to Company or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Company or its affiliates, whether relating to Company's or its affiliates' breach or non-performance of this Agreement or any other agreement between Customer or any of its affiliates, and Company or any of its affiliates, or otherwise.

SECTION 3. TERM AND TERMINATION

Term. This Agreement shall remain in full force and effect until terminated with respect to all Equipment. Unless otherwise stated in the Rental Quote Form, the lease term with respect to any Equipment shall commence on the date the Equipment is delivered to Customer at the Delivery Address or as otherwise negotiated as on-rent, as set forth in the Rental Quote Form, and shall cease when Customer notifies Company in writing that it wishes to stop renting such Equipment, unless sooner terminated under this Agreement. The Customer cannot stop rent on any date earlier than the date on which it provides the foregoing written notice to Company.

Termination. On the occurrence of any of the following events, Company may at its option, after three (3) days' notice in writing of such event, terminate this Agreement, retrieve any Equipment without liability for damages or trespass, and/or, in addition to any other remedies Company may have, recover all amounts due together with any damages to

the Equipment and all expenses incurred in recovering, retrieving or repossessing any Equipment: (i) Customer fails to make payment in accordance with the terms of this Agreement and such failure continues for a period of five (5) days; (ii) Customer becomes bankrupt, insolvent or makes an assignment for the benefit of its creditors; (iii) Customer fails to maintain and/or operate or to return any Equipment as provided by this Agreement; (iv) Customer fails to maintain the required insurance and such failure continues for a period of fifteen (15) days; (v) Customer violates any provision hereof; (vi) any Equipment is lost, damaged, stolen, destroyed or seized by a governmental agency after it had been placed in the possession of Customer, (vii) Company has a reasonable belief that there is an unusual risk of damage to any Equipment or that Customer cannot adequately protect all Equipment, or (iv) a Force Majeure event, as described in the provision titled "Force Majeure", that lasts longer than two (2) weeks. In the event Customer fails to return the Equipment for any reason whatsoever upon termination of this Agreement, Company shall continue to issue equipment rental invoices for such Equipment and Customer shall remain obligated to pay such invoices in accordance with this Agreement until such Equipment is returned, or until Customer advises Company in writing that such Equipment is destroyed, lost, stolen, taken by government or damaged beyond repair. In the case of the latter, the Equipment shall be paid for by Customer to Company at its then-current list price.

Obligations on Termination. Upon termination of this Agreement, Customer shall be solely responsible to pay for all costs associated with removing Equipment. It is further agreed that Company shall not be liable for any injury or damage to Customer's premises (including the Delivery Address) occasioned by any removal of Company's Equipment, including the removal of underground tanks and piping

SECTION 4. TRANSPORTATION, DELIVERY, INSTALLATION, OPERATION

Maintenance. Customer is solely responsible for the condition of Equipment while it is in Customer's possession. Customer will return all Equipment in the same usable and good condition as it was received, reasonable wear and tear excepted.

Customer agrees that no services, connections, disconnections or the like will be made to Equipment except by Company employees or its authorized representatives. At all times the Customer shall grant Company the right to have the necessary access to Equipment in order to inspect, service, change, repair, replace or remove all or part of the Equipment. Company shall be held harmless by Customer for authorized servicing of Company's Equipment and for defects or liabilities caused by fuel equipment owned by and fuel supplied by the Customer. Customer shall not move the Equipment from its original location at the Delivery Address, nor part with possession thereof or encumber the same in any way, and shall surrender the Equipment to Company upon termination of this Agreement in the same usable and good condition as it was received, normal wear and tear excepted. Customer further agrees to advise Company in writing of any apparent malfunction in Equipment so that Company may repair such malfunction, or replace the Equipment, in its sole discretion, promptly.

Customer also agrees to pay a reasonable cleaning charge for Equipment that is returned to the Company dirty. Equipment that is destroyed, lost, stolen, taken by government or damaged beyond repair shall be paid for by Customer at its then-current list price. All repair costs will be borne by Customer. Equipment with gas/diesel engines must be returned at same level of fuel as when taken into Customer's possession, or Customer will be charged at the Company's then-current fuel rate plus a 20% service charge (plus any applicable taxes). Use of the Equipment in the following circumstances is prohibited, and constitutes a breach of this Agreement: (i) use for illegal purpose or in an illegal manner; (ii) use when the Equipment is in bad repair or is damaged or unsafe; (iii) improper, unintended use or misuse, including use of the Equipment beyond its capabilities, outside of its intended uses, in adverse conditions (including inclement weather), or not in accordance with the manufacturer's instructions; (iv) use by anyone other than Customer or its qualified employees or personnel, without Company's prior written permission; (v) use at any location other than the Delivery Address furnished to Company without Company's prior written permission; and (vi) any unauthorized alteration, modification, or other changes to the Equipment.

Fuel Use. Fuel stored in site tanks or Equipment is solely-owned by Customer. Furthermore, there are no refunds for any fuel that may be pumped out or remaining in the tanks/cylinders of Equipment when Company retrieves them and Customer is responsible for all fees and costs associated with pumping out remaining fuel. **THE TANKS CANNOT BE LEGALLY TRANSPORTED WITH MORE THAN FIVE (5%) PERCENT OF THE FUEL CAPACITY REMAINING IN THEM. IF COMPANY MUST PUMP THE TANKS DOWN TO THEIR 5% FUEL LEVEL, THE PER-HOUR CHARGE STATED ON THE APPLICABLE RENTAL QUOTE FORM SHALL BE INVOICED FROM PORTAL-TO-PORTAL, WITH A MINIMUM CHARGE OF FOUR HOURS.** The rate that propane can be pumped from a tank is approximately 150 gallons per-hour.

Transportation and Delivery. Customer must have an authorized agent available to sign a bill of lading upon delivery of the Equipment by the carrier. If no agent is provided at the time of delivery, Customer authorizes Company's employee to execute the bill of lading as Customer's agent and such execution shall be deemed an acceptance of the condition of

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the Equipment upon delivery, and for all losses occurring to the Equipment thereafter while in Customer's possession. It is the responsibility of the Customer to notify the Company in writing if any Equipment is moved from the delivery point at the Delivery Address to a different address.

Inspection. Before the Customer takes possession of Equipment, Customer may require an inspection thereof by a qualified inspector. If Customer does not inspect the Equipment before it is loaded for transit, then Customer is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and in a clean and unmarred condition. Company shall have the right at any time and from time to time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection, service, change, repair, replacement and/or removal. The Company shall have the right, but not the obligation, to at any time, without notice, during the rental period to enter upon the premises or place where the Equipment is located and shall be given free access and afforded all necessary facilities for the purpose of maintenance and inspecting, servicing, changing, repairing, replacing and/or removing the Equipment without any trespass being occasioned thereby.

Installation. Upon request, the Company shall provide a service technician to advise Customer regarding initial installation and operation for the fee(s) and/or charges set forth in the Rental Quote Form. Customer shall install and operate the Equipment in a careful and proper manner consistent with industry best practices and any guidelines or instructions provided by the manufacturer or Company.

Service Calls. Any visit to the delivery site by Company Service Personnel after the installation date shall be billed at prevailing time and material cost unless deemed a Company covered issue. If Company personnel determine that the basis for the service call is due to faulty Equipment or installation, the Company will credit back the fee charged. However, any relocation of the installed Equipment, change in fuel source hookup or failure by Customer to properly ventilate the Equipment or to leave Equipment on maximum settings without physical inspection and monitoring daily by Customer, shall be conclusive evidence of damage to Equipment caused by Customer.

Operation. Customer shall at its own expense operate, maintain, and keep in good repair the Equipment and return it in the same usable and good condition in which it was received, reasonable wear and tear excepted. Specifically, Customer must: (a) ensure that the Equipment is operated by qualified employees or other personnel in accordance with applicable manufacturer's guidelines and instructions; (b) ensure that the Equipment is used for applications within the capacity ratings of the Equipment; (c) comply with all applicable federal, state, provincial and local laws and regulations in connection with installation, operating, storage, handling and transporting the Equipment; (d) inspect the Equipment on a regular basis; (e) supply all fuel, coolants, and lubricants necessary to operate the Equipment; (f) immediately notify Company of any known problems or malfunctions or suspected malfunctions or problems or those that should reasonably be known or suspected upon regular inspection that are necessary to keep the Equipment in good running order; (g) perform all routine and minor repairs and maintenance necessary to keep the Equipment in good running order, unless otherwise agreed in writing; (h) replace all broken or worn out parts on the Equipment, unless otherwise agreed in writing, and notify Company immediately of any broken or worn out parts on the Equipment; (i) return the Equipment in a clean and unmarred condition. All safety signs and markings necessary or desirable for the operation of the Equipment shall be responsibility of Customer.

Returning/Recalling. Customer shall peaceably and promptly tender the Equipment to the Company at Company's site from which the Equipment originated in good order and condition upon expiration of the rental period, or at any time upon the termination of this Agreement. In the event that Customer has not so tendered the Equipment, the Company shall charge the Customer the full rental rate, plus applicable taxes, for each day thereafter until the Equipment is returned. If at any time the Company deems, in its sole discretion, itself or the Equipment insecure or at risk, the Company may enter the premises immediately and remove the Equipment without being required to first obtain a court order, and Company hereby unequivocally and irrevocably grants its permission for the Company to do so. Company may recall any or all Equipment upon thirty (30) days written notice to Customer and Customer may return any or all Equipment upon like notice to Company, as soon as possible. In the event of a manufacturer or Company recall, Customer shall remain responsible for any loading, unloading, and transportation costs. Customer shall pay the cost of inspection and maintenance of the Equipment upon return of the Equipment to the Company.

Repairs and Changes. Unless otherwise agreed upon in writing, Customer shall not make any alterations, additions, or improvements to the Equipment without Company's prior written consent. Customer shall obtain the written consent of the Company prior to making any alterations or modifications to the Equipment. All approved and completed alterations or modifications shall become part of the Equipment, and title thereto shall vest in the Company. The alterations or modifications undertaken by Customer shall be performed and completed in workmanlike manner and pursuant to best industry standards.

If the Equipment goes down for maintenance or repairs while in Customer's service, Customer must notify Company of same and Company shall, at its sole option, either (i)

arrange for the return of the down Equipment, and make arrangements to send Customer Equipment to replace it (and Customer shall pay all costs related to transportation of the Equipment); or (ii) arrange for the repair of the Equipment by a qualified technician (and Customer shall pay for travel time, mileage, labor, and parts for the services of each such technician).

Additionally, the Parties hereto acknowledge that the Equipment is unique in design and manufacture, and as to Company, it is inherently valuable as rental Equipment. Therefore, in the event of damage to the Equipment, regardless of whether ultimately deemed a total loss, Company and Customer agree that the loss to Company comprises, in addition to the Replacement Cost or cost of labor and parts to repair the Equipment, storage, handling and transportation costs, travel time, mileage, and other such incidental costs, the loss of use of such rental Equipment (rentals) until it can be fully repaired or replaced. In such event, Customer shall also be liable for, and agrees to pay within thirty (30) days from receipt of Company's invoice, the loss of use and rentals which such damaged Equipment could have produced, at Company's then current published rental rate, for such period of time which elapses from the loss until the Equipment can be repaired or replaced.

SECTION 5. RISK, LIABILITY, INSURANCE

Risk of Loss. Risk of loss of or damage to the Equipment will pass to the Customer when care, custody and control passes to the Customer. Care, custody and control of the Equipment shall pass to the Customer when physical possession of the Equipment has been given to the Customer or a carrier for transport to the Customer. Care, custody and control of the Equipment shall remain with the Customer until physical possession of the Equipment is returned to the Company. Customer assumes and shall bear the entire risk of loss, theft or destruction of or damage to, or government taking of, the Equipment from any cause whatsoever, whether or not covered by insurance.

Insurance. Customer shall at Customer's own expense and for all relevant periods maintain: (i) commercial general liability insurance with minimum coverage of US\$1,000,000 per occurrence and a US\$2,000,000 general aggregate, (ii) commercial auto insurance with minimum coverage of US\$1,000,000 per occurrence and a US\$2,000,000 general aggregate; (iii) broad form property insurance covering the Equipment at the replacement value identified on the Rental Quote Form or bill of lading, and (iv) if Customer is hauling the Equipment, all risk cargo insurance, at the Replacement Value, (v) workers compensation insurance in amounts required by the laws of the state or province in which the Customer is operating or the work is performed, and (vi) such other insurance as may be requested by Company in advance of shipment of Equipment by Company to Customer.

Customer shall cause its insurer to issue an endorsement identifying that all insurance identified in this Section 5 shall be primary to that of Company to the extent of Customer's obligations herein and that Customer and its insurer agree to waive their subrogation rights with respect thereto. Customer shall provide thirty (30) days advance written notice to Company of change or termination of any such policy prior to change or cancellation and Customer shall cause Company to be named as an additional insured on each such policy, other than for Workers' Compensation insurance. Failure to provide the requisite insurance shall not be deemed as a waiver of this provision.

Safety/Environmental Hazard. The Customer shall observe and comply with all applicable environmental and safety laws, rules and regulations, including applicable OSHA and Occupational Health and Safety standards and guidelines, and/or as directed by the Company for project specific safety concerns. In the event the Equipment is damaged by Customer, including due to the negligence of Customer employees and agents in any manner which is deemed under law to be an environmental risk or hazard, Customer shall be deemed to have purchased the Equipment at its then-current full replacement cost and shall promptly pay such amount to Company. Customer shall bear the entire costs of reclamation, remediation and disposal as specified under applicable federal, state, provincial or local law, regulation, ordinances and rules, including responsibility for obtaining necessary approvals, licences or permits. Customer, at Customer's expense, shall be responsible for certain operational, maintenance and installation activities as agreed upon by the Parties in the applicable Rental Quote Form

SECTION 6. REPRESENTATIONS AND WARRANTIES, LIMITATION ON LIABILITY, INDEMNIFICATION

Customer Representations. Customer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Customer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Customer agrees to (i) not use any defective Company Equipment or any appliances, hoses, pipes or other equipment connected thereto and to immediately notify the Company of such defective or damaged Equipment and of any such defect or need for repair; (ii) allow only properly qualified, trained and instructed personnel to connect appliances to the Equipment; (iii) not allow any other company or persons to fill the Company's fuel tanks or service Equipment; and (iv) only use the Deliverables and Equipment in compliance with all applicable laws, regulations and safety codes.

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Specifically as it relates to Company's Equipment that may be in Customer's care, custody and control, Customer shall: (i) maintain the Equipment in good operating condition; (ii) use the Equipment in the regular course of business only, within its normal capacity, without abuse, and in accordance with the manufacturer's and Company's instructions; (iii) comply with all laws, ordinances, regulations, requirements, and rules with respect to the Equipment including the procurement of all necessary licenses and permits; (iv) not make any modification, alteration, or addition to the Equipment without Company's prior written approval; and (v) shall keep the Equipment at the Delivery Address indicated on the Rental Quote Form.

Customer acknowledges that the Equipment is not meant for consumer leasing or retail sale. Customer further acknowledges that catalogs, circulars and similar pamphlets of the Company, including the information regarding the Equipment available on the Company's website, are issued for general information purposes only, shall not constitute a representation or warranty, express or implied, by the Company of the fitness, characteristics or suitability of the Equipment and shall not be deemed to modify the provisions hereof.

Company Representations. Company shall deliver Equipment to Customer on the date of delivery to Customer and such Equipment shall be in good operating condition and in compliance with the specifications set forth in the applicable Rental Quote Form and this Agreement and with applicable laws and regulations.

Customer Liability. Customer assumes the risk of all loss or damage at the job site related to the cylinders, tanks, and Equipment, except to the extent such loss was directly caused by Company's employees' gross negligence or willful misconduct. Customer acknowledges that the possession, installation, operation, use, storage, and/or maintenance of the Equipment may give rise to the risk of personal injury and/or property damage and Customer assumes all risks in connection therewith. Any gross negligence or willful misconduct by a Company employee must be reported to the Company's office in writing within twenty-four hours of such incident.

COMPANY (INCLUDING ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS) MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT.

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLATORY OR SPECIAL DAMAGES, INCLUDING, BUT IN NO WAY LIMITED TO LOSS OF USE, LOSS OF REVENUES, PROFITS OR ANTICIPATED PROFITS, LOST LABOR TIME, LOST OR SPOILED PRODUCT, DELAY, LIQUIDATED OR PUNITIVE DAMAGES OR ANY DAMAGES RELATING IN ANY WAY TO ENVIRONMENTAL CONTAMINATIONS OR ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE DELIVERY OR USE OF THE DELIVERABLES AND/OR EQUIPMENT, EVEN IF COMPANY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE FOR BODILY INJURY, PROPERTY DAMAGE, OR A DECREASE IN PROPERTY VALUE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF ANY PETROLEUM SUBSTANCES OR DERIVATIVES INTO OR UPON CUSTOMER'S PROPERTY, ANY SURROUNDING PROPERTY, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COMPANY.

CUSTOMER SPECIFICALLY AGREES THAT ANY LIABILITY ON THE PART OF COMPANY ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, EXTRACONTRACTUAL LIABILITY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED ANY AMOUNTS PAID BY COMPANY OVER THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT LED TO THE INITIATION OF SUCH A CLAIM.

Indemnification. Customer shall defend, indemnify and hold harmless the Company and its directors, officers, shareholders, employees, agents, contractors, affiliates, subcontractors and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses (including without limitation, reasonable attorneys' and other consultants' fees and any lien, hypothec or security interest filed against the Equipment), arising out of, connected with, or resulting from any claim of a third party in connection with the Customer's rental or use of the

Equipment, howsoever caused and regardless of negligence or fault of the Company. Customer shall further indemnify and hold the Company harmless from all loss or damage to the Equipment. Customer shall not enter into any settlement without Company's prior written consent.

Customer recognizes and agrees that included in this indemnity provision, without limitation, is the Customer's assumption of any and all liability for injury, disability, death or property damage caused directly or indirectly by the operation, use, control, storage, handling or transportation of the Equipment.

Subject to the liability limitations contained herein, Company shall indemnify, defend, and hold harmless Customer, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) gross negligence or willful misconduct committed by Company or its employees, (b) the failure of Company to observe and comply with any local, state, provincial or federal law or regulation applicable to the business conducted by Company pursuant to this Agreement, and (c) the material breach by Company of any of the terms of this Agreement.

SECTION 7. MISCELLANEOUS

Entire Agreement. This Agreement, together with the attached Rental Quote Form represents a final, complete and exclusive statement of the agreement between the Parties, supersedes any prior agreement or understanding between the Parties, and may not be modified except in writing signed by both Customer and Cahill Services Operating (Canada), Inc. (Alberta). Without limiting the generality of the foregoing, any terms and conditions provided by the Customer (or referred to in any other document exchanged between the Parties, including any purchase order issued by Customer) shall be inapplicable and unenforceable between the Parties.

Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement and applicable Rental Quote Form (each, a "Notice") in writing and addressed to the other Party at its address set forth below on the Rental Quote Form. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

Confidential Information. All non-public, confidential or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Customer shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section, without proof of actual damages (and without the requirement of posting a bond or other security). This Section shall not apply to information that is: (a) in the public domain; (b) known to the Customer at the time of disclosure without any obligation of confidentiality; or (c) rightfully obtained by the Customer on a non-confidential basis from a third party that is not under an obligation to maintain confidentiality.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein, Customer's indemnification obligations and Customer's payment obligations shall survive the expiration or earlier termination of this Agreement.

Assignment. Company may, at Company's sole option, assign all or any portion of Company's rights and/or remedies under this Agreement without Customer's consent. CUSTOMER MAY NOT ASSIGN CUSTOMER'S RIGHTS, OBLIGATIONS, OR REMEDIES UNDER THIS AGREEMENT, NOR MAY CUSTOMER SUBLEASE, LOAN, OR ENCUMBER ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT COMPANY'S PRIOR WRITTEN CONSENT, AND ANY ASSIGNMENT IN VIOLATION OF THIS PROVISION WILL BE VOID. Any successor in interest to Customer's rights, obligations, and remedies under this Agreement will be bound by the Agreement. An authorized assignment or sublease will not relieve Customer of its obligations or liabilities under the Agreement.

Waiver. No delay in exercising, or failure to exercise, any right or remedy accruing to the Company under this Agreement will impair or waive such right or remedy, nor will a waiver of any single breach by the Company be deemed a waiver of any other prior, subsequent or concurrent breach. Any waiver, permit, consent or approval on the part of

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the Company in respect of this Agreement must be in writing and shall have the effect only to the extent specifically set forth in such writing.

Force Majeure. If the performance by either Party of any of its obligations shall in any way be prevented, interrupted or hindered as a consequence of an Act of God, war, civil disturbance, riot, strike, lockout, fire, earthquake or other natural calamities, legislation or restriction of any government or other authority, force majeure or any other circumstances beyond the reasonable control of such party, the obligations of the Party concerned shall be wholly or partially suspended during the continuance and to the extent of such prevention of interruption or hindrance.

Cumulative Remedies. All rights and remedies of Company provided in this Agreement are cumulative and not exclusive, and the exercise by Company of any right or remedy does not preclude the exercise by Company of any other rights or remedies that may now or subsequently be available to Company at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

Ownership. The Equipment is, and shall at all times remain, the exclusive property of Company, and Customer shall have no right, title or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement. Customer shall not remove or deface any labels, plate or marking on the Equipment identifying Company as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall at all times remain, personal property of Company notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. In the event the Equipment or any part thereof becomes in any manner affixed or attached to any real or immovable property, Customer will be required to provide, as soon as possible, written notice to Company of same and Customer is hereby required to provide, upon request, any other information required by the Company. Customer shall keep the Equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give Company prompt notice of any attachment or judicial process affecting the Equipment.

Security Interest and Registrations. The Customer hereby confirms and agrees that Company may register a security interest in and to the Equipment, all components and parts thereof (whether or not attached to the Equipment), all replacements of the foregoing, all insurance proceeds in respect of the foregoing and all proceeds of the foregoing (the "Equipment Collateral"). The Customer and Company acknowledge that Company may, at Customer's expense, register its security interest in the Equipment Collateral under the laws in any jurisdiction necessary or desirable to perfect, make valid and opposable to third parties Company's security interest in the Equipment Collateral, or in Québec, the Company may, at Customer's expense, register a reservation of ownership of the Equipment. Customer hereby confirms and agrees that Company may, when applicable, register a purchase money security interest (or other similar interests) against the Equipment. Upon the return of the Equipment to Company and the full and final payment by Customer of all amounts owing under this Agreement, Customer may request that Company discharge any and all registrations relating to the Equipment or the Equipment Collateral at Customer's cost and expense.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties hereto (which includes for certainty, the affiliates and subsidiaries of Cahill Services Operating (Canada), Inc. (Alberta)) and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason hereof or thereof.

Dispute Resolution. In the event of a dispute related to this Agreement, the Parties will meet and negotiate in good faith to attempt to resolve the dispute.

In the event the dispute is not resolved within thirty (30) days of the date one Party sent written dispute of the dispute to the other Party and if any Party wishes to pursue the dispute it will be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association. This arbitration clause will apply to all disputes between the Parties that arise out of this Agreement, including those based on federal, provincial and state law. In no event will this arbitration clause be interpreted to allow a class action arbitration. Unless the Parties hereafter mutually agree otherwise, the award of the arbitrators will be final and binding on the Parties hereto and judgment upon such award may be entered into a court having jurisdiction thereof. Arbitration under this provision will be conducted in Wilmington, Delaware the Parties will mutually agree upon an arbitrator. If the Parties are unable to agree upon an arbitrator, each Party will choose one arbitrator and those two arbitrators together will appoint a third arbitrator. The third arbitrator will then conduct the arbitration process. The arbitrator will have no authority to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and will be bound by controlling law.

The Parties agree that any action, including arbitration, in relation to an alleged breach of this Agreement will be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. Any action or arbitration not brought within that one-year time period will be barred, without regard to any other limitations period set forth by law or statute.

Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Delaware.

Counterparts. This Agreement may be executed and delivered by the Parties in counterparts and by facsimile or other electronic means and shall together constitute one and the same Agreement.

Language. The Customer, to the extent located in the Province of Québec, confirms that it has been provided with both a French and English version of this Agreement (including all annexes, attachments and schedules, as applicable) and confirms its agreement to be bound by the English version of this Agreement and all ancillary agreements, including in respect to any discrepancies between the two versions.

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