

Northern Equipment Rentals

REGISTRATION NUMBERS

Northern Equipment Rentals 1866487 Ontario Inc.
Form 1000 and HSE documents available at info@thenortherngroup.ca
HST: 136241510RT0001
WSIB: 7159595 • Clearance available online

1. APPLICABILITY: These terms and conditions apply to each agreement, purchase order, or the like ("Agreement"), between Northern Equipment Rentals and its customer, client, contractor ("Customer") in relation to the provision of goods and/or services ("Work"). No terms and conditions of whatever kind of the Customer and/or referred to by the Customer and/or customarily in use by the Customer are applicable and any such terms and conditions are hereby explicitly rejected by Northern Equipment Rentals.

2. HOURLY RATE: Unless explicitly stated otherwise in a Quotation, the hourly rate includes the regular hourly rate for a crane operator and an apprentice operator where required by the collective agreement or by any legislation applicable at the location where service is provided. The hourly rate does not include extra expenses and overtime. Unless otherwise stated in these General Conditions, the applicable hourly rate shall be the rate in effect at time service is provided, according to Northern Equipment Rentals pricing. Additional charges shall be added for each additional crane operator, apprentice operator or other employee, at the rate in effect at the time the work is performed, according to Northern Equipment Rentals pricing.

3. CALCULATION OF TIME: Bare Rental equipment is subject to the details outlined in Northern Equipment Rentals Equipment Lease Agreement.

4. OVERTIME: The Customer agrees to pay any supplement to the hourly rate resulting from overtime worked by crane operators, apprentice crane operators and other employees in addition to regular working hours. Overtime for Operator" at a rate of \$90 per hour per person will apply in addition to the machine rental rates to cover costs incurred during premium time hours. In accordance with our contract with the International Union of Operating Engineers, Local 793, we are required to pay a premium of "double "the regular hourly rate to an operator who works overtime. Overtime applies to any time worked or travelled on weekdays before 7:30 am and after 4:00 pm or 7:00 am and after 3:30 pm and after 8-hours worked per day; and to all time worked or travelled on weekends and holidays.

5. MINIMUM TIME OF SERVICE: For each request for crane service and/or standby time, the following minimum number of hours per day shall be charged: A) Conventional cranes (crawler or truck-mounted); minimum eight (8) hours. B) Telescopic cranes (truck-mounted, self-propelled, or all-terrain); (i) 70-ton capacity or less: six (6) hours; (ii) 70-ton capacity or greater: eight (8) hours; C) Rough Terrain cranes minimum eight (8) hours.

6. TRAVEL: Time for transport, assembly, installation, dismantling and disassembly when required shall be charged in addition to the above noted calculation of rates.

7. INCLEMENT WEATHER: A) If work has already commenced and there is inclement weather, the Customer shall pay for the time worked or the minimum time of service stipulated above, whichever is greater; B) If there is inclement weather that prevents the work from commencing; the crane and operator shall be charged at four (4) hours at the crane rate and four (4) hours for any operator and/or apprentice. Any other employees on site shall be charged at the eight (8) hour minimum. Inclement Weather shall mean any weather that would prevent the safe operation of cranes/equipment at the sole discretion of Northern Equipment Rentals.

8. ADDITIONAL CHARGES: In all cases, the Customer shall pay Northern Equipment Rentals the following charges: A) The hourly rate applicable for the crane involved, for the time required for assembly, installation, dismantling and disassembly of the crane and accessories or as otherwise agreed to in writing between the parties. B) Transportation expenses for the crane operator and apprentices, in addition to their time at the hourly rate in effect at the time the work is performed, according to Northern Equipment Rentals pricing and for their travel between the worksite and Northern Equipment Rentals place of business, when the crane is kept on the worksite. C) The cost of transporting any of the following by truck or trailer to and from the worksite: equipment, booms, jibs or extensions, counterweights, mats or other required accessories; D) Call-in pay provided in the collective agreement, at the rates in effect for each crane operator and assistant crane operator when the work is performed; E) The cost of any additional rigging or other equipment required (including transportation) on site but not originally requested by Customer in order to perform the Work; F) The Customer shall pay any costs incurred for bridges, ferries, toll roads, escorts, weight tickets, passes and other permits, fines for legal infractions, and other incidental expenses. Third party costs shall be charged additionally to the Customer on an open-book basis, at cost plus 20%.

Northern Equipment Rentals

9. BOARD: Where applicable, the Customer shall pay for accommodation and meal expenses for the crane operators, apprentice operators and other employees, based on the relevant collective agreement in place when the work is performed. Expenses such as Room & Board for operators are extra, at cost, in accordance with our Union Contract is chargeable at \$195 per day for (4) or less days (3) nights. Once a (4th) night out of town is required, the weekly room and board rate applies which is chargeable at \$1,370.00 per week.

The hourly rates for crane operators, apprentice operators and other employees, board and travel expenses, and transport costs mentioned in these General Conditions are subject to change without notice in proportion to future increases under any agreement.

10. GROUND CONDITIONS: The Customer shall be responsible for identifying any unusual site conditions such as but not limited to, hidden services, underground structures, etc., which could be damaged by any crane(s) or other equipment. The Customer guarantees the strength of the ground, pavement, soil, and any structure on the worksite and in the area, to withstand the weight of the crane and any other equipment, whether loaded or not and whether immobile or not, and to withstand the vibrations and tremors the crane will cause. Northern Equipment Rentals assumes no responsibility for damage to roadways, parking lots, sidewalks, landscaping, curbs etc. howsoever caused. If the worksite is inadequate to provide clear passage or to support the operation of crane(s) or other heavy equipment, or if the subsurface conditions necessitate reinforcement and/or relocation of facilities and/or services, all such work and the co-ordination of same required to permit the work to proceed in a timely manner shall be the sole responsibility of and at the expense of the Customer. If additional towing or pushing of our equipment is required because of site conditions, any costs incurred will be for the Customer's account. Any damages incurred to property or equipment (including Northern Equipment Rentals equipment) because of towing or pushing will be charged as an extra.

11. ADDITIONAL PERSONNEL: Upon request by Northern Equipment Rentals, the Customer shall provide competent and experienced personnel as may be required for the performance of the service, but such personnel shall remain entirely under the responsibility and control of the Customer.

12. OPERATION: The Customer shall be responsible for guaranteeing the actual weight of cargo to be moved or lifted by any equipment and/or crane(s). Northern Equipment Rentals equipment and/or crane(s) shall always be operated in accordance with the applicable Occupational Health and Safety Act and Regulations, Northern Equipment Rentals, Manufacturer's Lift Charts and Operating Manuals.

13. PERMITS: The Customer shall obtain all required permits from the authorities, in advance and at the Customer's own expense unless such permits are provided by Northern Equipment Rentals. The Customer shall assume, at its expense, control of traffic around entrances to the worksite and shall install enough safety lights and barricades, in accordance with applicable laws and regulations.

14. INTERRUPTIONS AND DELAYS: Northern Equipment Rentals reserves the right to suspend the operation of the equipment at any time if it judges this appropriate for reasons of the safety of persons or the protection of equipment and property; the Customer shall not be entitled to claim damages for this. If service is prevented, delayed or halted as a result of unsuitability of the crane for the work, or of a breakdown, mechanical defect, accident, force majeure, or any other cause beyond the control of Northern Equipment Rentals – for example a labour disruption or the unavailability of or delay in obtaining a replacement piece of equipment – Northern Equipment Rentals shall be relieved from its obligations for the duration of such prevention, delay or stoppage, and shall not be liable for, nor shall the Customer be entitled to claim, damages for, but not limited to, loss of use of the crane, waiting time for the Customer's employees, or similar claims against the Customer by third parties.

15. LIABILITY: The Customer assumes all liability for any damage, including damage to Northern Equipment Rentals equipment, resulting from any false or inaccurate statement regarding the nature of the work to be performed or the weight of objects to be transported or lifted, or from following inappropriate signals given by a person employed by the Customer as a signaller, or from an error made by any other employee of the Customer. In the event of partial or total breakdown or the theft or disappearance of all or any part of the equipment, the Customer shall pay Northern Equipment Rentals the rate for rental of such equipment without operation, for the duration of repairs in the case of breakdown or until Northern Equipment Rentals has been fully indemnified for its loss, in the case of theft or disappearance. The Customer agrees that if the machinery and accessories are immobilized because of a strike or other dispute, it shall pay Northern Equipment Rentals the charges for regular service for eight (8) hours per working day. Northern Equipment Rentals accepts no liability whatsoever. The Customer shall furthermore hold Northern Equipment Rentals harmless from any claim by any third party for damages sustained by such third party and caused as aforesaid in this paragraph.

Under no circumstances shall Northern Equipment Rentals, its affiliates, employees, officers or agents be liable for any special, incidental or consequential damages arising out of the use of the crane(s) or our of any other equipment

Northern Equipment Rentals

supplied by Northern Equipment Rentals or any services performed hereunder howsoever caused, even if Northern Equipment Rentals had previously been advised or made aware of the possibility of these damages and shall not be liable for any person's lost profits, lost revenue or failure to realized expected savings.

16. INDEMNITY: The Customer assumes full responsibility for the strength or tension of any line, cable, accessory, or part anchored or attached to any object to be transported or lifted.

The Customer agrees to indemnify Northern Equipment Rentals and hold it harmless from any liability for physical damage or bodily injury either caused or sustained by objects owned by the Customer or third parties that are transported or lifted during the performance of the work, and to defend Northern Equipment Rentals against any legal action including, but not limited to, any suit seeking damages because of pollution resulting from the spill, discharge, emission or dispersal of any solid, liquid or gaseous substance into the atmosphere, water, ground, water mains, drainage systems or any other place, and shall pay any legal and other costs resulting from such action.

17. INSURANCE: Northern Equipment Rentals maintains commercial general liability and standard automobile liability insurance with limits of \$5,000,000 each in aggregate. The Customer undertakes to insure, at its expense, all objects owned by the Customer or third parties that must be transported or lifted, against any loss or damage sustained during the performance of the work, for an amount equal to their value.

18. WARRANTY: Northern Equipment Rentals is a heavy lift and transport company and as such, a warranty or warranty period is not applicable to the scope of work being performed.

19. TAXES: The Customer agrees to pay all taxes that may become legally payable in the Province where the work is performed.

20. CHANGES: The Customer may make changes, in writing, by altering, adding to, or deducting from the scope of work including changes to weights or dimensions subject to adjustments in price and the completion schedule and subject to the right of Northern Equipment Rentals to refuse any such changes.

21. INTELLECTUAL PROPERTY RIGHTS: All intellectual property rights to drawings, technical specifications, designs, calculations, models, etc. which have been produced by Northern Equipment Rentals and have been provided to you, shall remain vested in Northern Equipment Rentals. These documents shall not be copied, displayed, or provided to third parties without the prior written express approval of Northern Equipment Rentals. Such documents shall be return to Northern Equipment Rentals immediately upon request.

22. CONSENT: Whenever Customer's approval, consent, inspection, or review are required and whenever Northern Equipment Rentals requires supplementary information or instructions, it is agreed that the Customer shall, acting reasonably, respond in a timely manner, and such approval or consent shall not be unreasonably withheld or delayed.

23. PAYMENT TERMS: VISA, MASTERCARD, E-TRANSFER, accepted, or C.O.D. For established credit accounts: Net 30 Days from date of invoice. A late fee of .05% per day (19.5% per annum) will be levied on accounts not paid within terms. Quoted prices are subject to availability of equipment. Quoted discounts, or rate reductions apply only if credit accounts remain in good standing, and do not apply to cost recovery items such as overtime for operators, meter, and fuel surcharges. Quotations, in writing, are valid for a period of 60 days, unless otherwise specified. Please reconfirm after that time.

24. APPLICABLE LAW AND SEVERABILITY: The work shall be governed and interpreted according to the laws of the Province where the work is performed. If any of the provisions or amendments of these General Conditions are held to be unenforceable or invalid by a court of justice, the validity and enforceability of the remaining provisions or amendments shall not be affected.

25. INTERPRETATION: If service is provided with a type of equipment other than a crane, the terms, and conditions of herein shall apply to the extent that they are applicable, with such adaptations as may be necessary.

26. Northern Equipment Rentals makes every effort to provide fast and efficient service, however, we cannot accept responsibility for costs incurred by the customer for lost time, inclement weather, strikes or lockouts or any circumstances beyond our control, nor for delays that occur due to properties.

Northern Equipment Rentals

Customers are required to observe minimum clearances and follow safety procedures with respect to use of the equipment near or around power lines, Additional charges will apply for Northern Safety Representatives to be present on site as per Northern Safety Procedures of working in proximity and encroaching limits of approach for power lines.