

Rental Service Terms

Rental of equipment from or provision of services by Matrix Equipment Rentals & Contracting Ltd.

Please read carefully. This agreement includes an indemnification clause, a class action and jury waiver, and limitations of Matrix Equipment Rentals & Contracting Ltd.'s liability. By accepting delivery of the Equipment or Services (defined below) or making payment(s) to Matrix Equipment Rentals & Contracting Ltd. for the same, Customer agrees to be bound by the Rental and Service Terms and the Terms and Conditions.

1. DEFINITIONS

“Agreement” means the Reservation Details (as defined below), any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

“Credit Card” means the credit card provided by Customer as part of this Agreement or otherwise kept on file with Matrix Equipment Rentals & Contracting Ltd.

“Customer” means the person or entity identified as such in the Reservation Details or any representative, agent, officer or employee of Customer.

“Equipment” means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to any items rented in association with the Services identified in Section 7 below, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

“Qualified Operator” means any individual who is permitted by Customer to operate the Equipment. This includes individuals identified in the Rental and Service Agreement as additional QUALIFIED OPERATOR(S). All Qualified Operators must have a valid operator's license (as applicable), and relevant experience and training to operate the Equipment and/or Equipment. By operating the Equipment, a Qualified Operator will be deemed jointly and severally responsible for Customer's obligations related to the Equipment and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Equipment.

“Rental and Service Agreement” means the agreement made between Customer and Matrix Equipment Rentals & Contracting Ltd. for Matrix Equipment Rentals & Contracting Ltd. to rent Equipment and/or provide Services, whether that agreement is made in person at the Store Location, online (including if Customer has accepted the agreement online without signature) or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and, to the extent applicable, the Rental Protection Plan that Matrix Equipment Rentals & Contracting Ltd. makes available to direct commercial customers.

“Rental Period” means the period of time between the “Rental Out” and “Scheduled In,” set forth in the Reservation Details, except that the Rental Period may terminate earlier as provided in Sections 21 and 28 hereof or if Customer returns the Equipment earlier.

“Reservation Details” means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

“Service” or **“Services”** means the delivery, pick up and repair of Equipment and other services provided by Matrix Equipment Rentals & Contracting Ltd. in connection with the rental of Equipment.

“Store Location” means the Matrix Equipment Rentals & Contracting Ltd. address set forth in the Rental and Service Agreement.

“Non-Hazardous Waste” means any material, substance or waste that does not fall under the definition of “Regulated Materials” defined in Section 8.

2. AUTHORITY TO SIGN

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. INDEMNITY / HOLD HARMLESS

To the fullest extent permitted by law, customer agrees to indemnify, defend and hold Matrix Equipment Rentals & Contracting Ltd., and all of its respective officers, agents, servants or employees, and affiliates, parents and subsidiaries, harmless from and against any and all liability, claims, loss, damage or costs (including, but not limited to, legal fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, bodily injury or damages relating to wrongful death) arising out of or related to the (a) installation, operation, use, alteration, modification, removal, possession or rental of the equipment, (b) claims by any customer, independent contractor or customer employee, against customer, including but not limited to any claim that customer failed to disclose or obtain consent to data collection contemplated under this agreement or (c) errors, omissions, inaccuracies or misrepresentations (whether intentional or inadvertent) in the documents or other information provided by customer, or obtained from others (including any third-party documents or documentation), upon which Matrix Equipment Rentals & Contracting Ltd. relies when providing the equipment or services. This indemnity provision also applies to any claims asserted against Matrix Equipment Rentals & Contracting Ltd. based upon strict or product liability causes of action. However, customer shall not be obligated to indemnify Matrix Equipment Rentals & Contracting Ltd. for that part of any loss, damage or liability caused solely by the intentional misconduct or sole negligence of Matrix Equipment Rentals & Contracting Ltd.. In furtherance of, but not in limitation of the indemnity provisions in this agreement, customer expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by any statutory or constitutional limitation of liability or immunity customer enjoys from suits by its own employees. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the agreement.

4. INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair and suitable for Customer’s needs. Customer

further acknowledges that the Customer has inspected the propulsion tank of Equipment registered and licensed, or required to be registered and licensed, for use on any highway or public road, prior to taking possession thereof and such propulsion tank contains no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing Equipment, if any. Customer acknowledges Matrix Equipment Rentals & Contracting Ltd. is not responsible for any damage to Customer's towing Equipment caused by detachable hitches or mirrors. If Customer discovers any malfunction or defect in the Equipment, Customer shall promptly notify Matrix Equipment Rentals & Contracting Ltd. Customer shall abide by all third-party manufacturer requirements regarding repair, maintenance, and notice.

5. LIMITATION OF LIABILITY

In no event shall Matrix Equipment Rentals & Contracting Ltd. be liable or responsible to Customer or any other party for: (A) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, or Services; (B) Matrix Equipment Rentals & Contracting Ltd.'s failure to deliver the Equipment as required hereunder or Matrix Equipment Rentals & Contracting Ltd.'s failure to repair or replace non-working Equipment; (C) any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (D) any civil penalties regarding compliance with any federal, provincial or municipal law or regulation related to use of the Equipment and any attorney fees and costs for any private enforcer pursuing such civil penalties; or E) any liquidated damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Matrix Equipment Rentals & Contracting Ltd. and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. CUSTOMER RESPONSIBILITIES

Customer shall provide Matrix Equipment Rentals & Contracting Ltd. with the information and the documentation Matrix Equipment Rentals & Contracting Ltd. requests to assess, plan and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed based on information provided by Customer or others, including the Database Information (as defined below), and Matrix is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for Matrix Equipment Rentals & Contracting Ltd. to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including Matrix Equipment Rentals & Contracting Ltd. and its employees, and for ensuring that the Services are carried out in compliance with applicable laws. In the event that Matrix Equipment Rentals & Contracting Ltd., in its sole discretion, determines that it is unable to perform the Services because Customer has not provided a secure and safe work environment,

Matrix Equipment Rentals & Contracting Ltd. reserves the right to refuse to provide the Services and/or provide the Equipment without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by Matrix Equipment Rentals & Contracting Ltd..

7. USE OF EQUIPMENT

Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of Equipment registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel in Equipment with tier 5 engines. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD MATRIX EQUIPMENT RENTALS & CONTRACTING LTD. HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY MATRIX EQUIPMENT RENTALS & CONTRACTING LTD. DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH EQUIPMENTS.** Customer agrees to: (1) check filters, oil, fluid levels and tire air pressure; (2) clean and visually inspect the Equipment daily; and (3) immediately cease using the Equipment and immediately notify Matrix Equipment Rentals & Contracting Ltd. if Equipment needs repair or maintenance. Customer acknowledges that Matrix Equipment Rentals & Contracting Ltd. has no responsibility to inspect the Equipment while it is in Customer's possession. Matrix Equipment Rentals & Contracting Ltd. shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason. Unless Customer otherwise notifies Matrix Equipment Rentals & Contracting Ltd. in writing at the time of signing the Agreement.

8. WARRANTY / DISCLAIMER OF WARRANTIES

Matrix Equipment Rentals & Contracting Ltd. warrants that the equipment will be in good working order upon delivery and the services will be performed in a good and workmanlike manner. Except as expressly set forth herein, Matrix Equipment Rentals & Contracting Ltd. makes no warranties, express or implied, with respect to the equipment, specialty media or services and makes no warranties, express or implied, as to the merchantability of the equipment or its fitness for any particular purpose, including the performance of any filtration equipment to meet any applicable regulatory standard. There is no warranty that the equipment is suited for customer's intended use, or that it is free from defects or contaminants. Except as may be specifically set forth in the agreement, Matrix Equipment Rentals & Contracting Ltd. disclaims all warranties, either express or implied, made in connection with this rental transaction. In the event of a breach of the above equipment warranty, Matrix Equipment Rentals & Contracting Ltd. shall, at its sole cost and expense, repair or replace the equipment. In the event of a breach of the above service warranty, Matrix Equipment Rentals & Contracting Ltd. shall, at its sole cost and expense, re-perform the service.

9. MALFUNCTIONING EQUIPMENT

Should the equipment be involved in an accident, become unsafe, malfunction or require repair, customer shall immediately cease using the equipment and immediately notify Matrix Equipment Rentals & Contracting Ltd. If such condition is the result of normal operation, Matrix

Equipment Rentals & Contracting Ltd. will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. Matrix Equipment Rentals & Contracting Ltd. has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.

10. RETURN OF EQUIPMENT / DAMAGED AND LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Matrix Equipment Rentals & Contracting Ltd.'s regular business hours or if Matrix Equipment Rentals & Contracting Ltd. has agreed to pick up the Equipment, Matrix Equipment Rentals & Contracting Ltd. shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies Matrix Equipment Rentals & Contracting Ltd. that the Equipment is called "off-rent". Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by Matrix Equipment Rentals & Contracting Ltd. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Matrix Equipment Rentals & Contracting Ltd. for any reason whatsoever, Customer will pay Matrix Equipment Rentals & Contracting Ltd. the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Matrix Equipment Rentals & Contracting Ltd. the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Matrix Equipment Rentals & Contracting Ltd. shall be under no obligation to commence repair work until Customer has paid to Matrix Equipment Rentals & Contracting Ltd. the estimated cost therefor. Customer agrees that Matrix Equipment Rentals & Contracting Ltd. reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this Section due to damaged or lost Equipment.

Disinfecting: During a widespread or global occurrence of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements: (A) disinfection must be performed by an independent contractor acceptable to Matrix Equipment Rentals & Contracting Ltd.; B) it must be documented to Matrix Equipment Rentals & Contracting Ltd.'s satisfaction; and (C) in the event Customer is unable to disinfect in accordance the Equipment, Matrix Equipment Rentals & Contracting Ltd. will disinfect it and charge Customer for the costs incurred.

11. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift basis (as defined in Section 16 below). The following shall not be considered reasonable wear and tear: (A) damage resulting

from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels, cavitation or freezing; (B) except where Matrix Equipment Rentals & Contracting Ltd. expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (C) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (D) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (E) wear resulting from use in excess of shifts for which rented; and (F) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

12. LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if Equipment is not ready for transport when Matrix Equipment Rentals & Contracting Ltd. comes to the Customer job site to pick up the Equipment, Matrix Equipment Rentals & Contracting Ltd., in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or (D) pay the agreed upon pickup fee if Equipment was not ready to be transported as agreed upon. Customer agrees that Matrix Equipment Rentals & Contracting Ltd. reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this Section due to late return of Equipment.

13. CUSTOMER PERSONAL PROPERTY

With respect to any personal property left in or on the Equipment upon expiration of the Rental Period, Matrix Equipment Rentals & Contracting Ltd. is not a bailee or warehouseman of Customer's, or any other person's, personal property. Matrix Equipment Rentals & Contracting Ltd. expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. Matrix Equipment Rentals & Contracting Ltd. or its agents may remove the personal property from the Equipment. Under no circumstances are Matrix Equipment Rentals & Contracting Ltd. or its agents responsible for any personal property that may be lost, stolen, or damaged. Customer personal property left in or on the Equipment upon expiration of the Rental Period may be considered abandoned, unclaimed property in accordance with applicable law.

14. RENTAL PERIOD / CALCULATION OF CHARGES

Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during Matrix Equipment Rentals & Contracting Ltd.'s regular business hours or picked up by Matrix Equipment Rentals & Contracting Ltd. after Customer notifies Matrix Equipment Rentals & Contracting Ltd. that the Equipment is "off rent" and obtains an "off rent" confirmation number from Matrix Equipment Rentals & Contracting Ltd. Pick-up and delivery by Matrix Equipment Rentals & Contracting Ltd. is subject to a "Delivery and Pick-up Service Charge", the amount(s) of which are disclosed on the Rental and Service Agreement. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the cost of the Delivery and Pickup

Service Charge, transportation surcharges, the cost of the Environmental Service Charge (as defined below) or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, Matrix Equipment Rentals & Contracting Ltd. shall invoice Customer for any additional excess cleaning or repair costs, including: (A) removal of any alterations made by Customer to the Equipment; (B) restoration of the Equipment to its original configuration; (C) disposal of any contents left in Tanks; or (D) transportation to and from an approved repair facility. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal “one shift” usage based on an eight (8) hours day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to Matrix Equipment Rentals & Contracting Ltd. the number of shifts the Equipment was operated. Customer’s right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement.

15. REFUELING SERVICE CHARGE

Customer acknowledges that a “Refueling Service Charge” will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

16. ENVIRONMENTAL SERVICE CHARGE

Due to the hazardous nature of some waste and other products, to comply with federal and provincial environmental regulations, and to promote a clean environment, Matrix Equipment Rentals & Contracting Ltd. charges an “Environmental Service Charge” for certain rentals. This is not a government-mandated charge. The Environmental Service Charge is not designated for any particular use and is used at Matrix Equipment Rentals & Contracting Ltd.’s discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99.00. Customer acknowledges the items indicated in the Rental and Service Agreement are subject to the Environmental Service Charge and Customer agrees to pay that Environmental Service Charge.

17. DEPOSIT

Customer’s Credit Card will be charged a deposit for the estimated rental (up to 28 days) 24 hours in advance of the scheduled rental start time. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Matrix Equipment Rentals & Contracting Ltd. as a result of the breach.

18. PAYMENT

All remaining amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental and service charges is essential

to Matrix Equipment Rentals & Contracting Ltd.'s business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Matrix Equipment Rentals & Contracting Ltd. agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Effective January 1, 2025 and where permitted by law, Matrix Equipment Rentals & Contracting Ltd. may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than Matrix Equipment Rentals & Contracting Ltd.'s merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by Matrix Equipment Rentals & Contracting Ltd. from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that Matrix Equipment Rentals & Contracting Ltd. reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s), pickup or delivery charge(s), extended rental(s), rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse Matrix Equipment Rentals & Contracting Ltd. for any Tax assessed that was attributable to Customer.

19. TITLE / NO PURCHASE OPTION / NO LIENS

The Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Matrix Equipment Rentals & Contracting Ltd. Unless covered by a specific supplemental agreement signed by Matrix Equipment Rentals & Contracting Ltd., Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

20. TIRE AND TUBE REPAIR OR REPLACEMENT

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

21. DEFAULT

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Matrix Equipment Rentals & Contracting Ltd. anticipate that Customer may become Insolvent; or otherwise, be in default. If Customer is in default, Matrix Equipment Rentals & Contracting Ltd. may do any one or more of the following: (A) terminate the Rental Period; (B) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (C) cause Matrix Equipment Rentals & Contracting Ltd.'s employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Matrix Equipment Rentals & Contracting Ltd. in retaking and repossessing the Equipment; or (D) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated

inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

22. CUSTOMER'S INSURANCE COVERAGE

- a. **Option 1 (Business):** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (1) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and (2) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Matrix Equipment Rentals & Contracting Ltd. Customer shall name Matrix Equipment Rentals & Contracting Ltd. as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by Matrix Equipment Rentals & Contracting Ltd. (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to Matrix Equipment Rentals & Contracting Ltd. shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of recovery against Matrix Equipment Rentals & Contracting Ltd. or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Matrix Equipment Rentals & Contracting Ltd. or its insurers. The policies required hereunder shall provide that Matrix Equipment Rentals & Contracting Ltd. must receive not less than 90 days' notice prior to any cancellation. Customer shall provide Matrix Equipment Rentals & Contracting Ltd. with documented proof of all required insurance coverage. **FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST NAME MATRIX EQUIPMENT RENTALS & CONTRACTING LTD. AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE.**

- b. **Option 2 (Personal):** Customer must have liability coverage that extends from their home insurance to provide coverage for accidental bodily injury and property damage.

23. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Matrix Equipment Rentals & Contracting Ltd., and any such action by Customer, without Matrix Equipment Rentals & Contracting Ltd.'s written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless Matrix Equipment Rentals & Contracting Ltd. approves otherwise in writing. Matrix Equipment Rentals & Contracting Ltd. may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

24. ENTIRE AGREEMENT / ONLY AGREEMENT

The Agreement, and any Addendum hereto, represent the entire agreement between Customer and Matrix Equipment Rentals & Contracting Ltd. with respect to the Equipment, the rental of the Equipment, and the Service(s) provided to Customer. If Customer has waived the need for Customer's signatures on subsequent agreements for Matrix Equipment Rentals & Contracting Ltd. to rent Equipment and/or provide Services to Customer that are not covered in the initial Reservation Details, then this Agreement applies and shall be deemed to apply all such subsequent rentals of Equipment and/or provision of Services to Customer. There are no oral or other representations or agreements not included herein. None of Matrix Equipment Rentals & Contracting Ltd.'s rights or Customer's rights may be changed and no extension of the terms of the Agreement may be made except in writing, signed by both Matrix Equipment Rentals & Contracting Ltd. and Customer or otherwise agreed to by Customer online without signature. Any use of Customer's purchase order number on the Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by Matrix Equipment Rentals & Contracting Ltd.

25. ORDER OF PRECEDENCE

The terms and conditions of the Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Matrix Equipment Rentals & Contracting Ltd. In the event that Matrix Equipment Rentals & Contracting Ltd. signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

26. CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to the Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Matrix Equipment Rentals & Contracting Ltd. as a class plaintiff or class representative, join as a class member, or participate as an adverse party in

any way in a class-action lawsuit against Matrix Equipment Rentals & Contracting Ltd. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

27. JURY WAIVER

The courts in the province in which the Store Location is located shall have exclusive jurisdiction over all matters relating to the Agreement. TRIAL BY JURY IS WAIVED. Matrix Equipment Rentals & Contracting Ltd. shall be entitled to orders of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

28. OTHER PROVISIONS

- a. Any failure of Matrix Equipment Rentals & Contracting Ltd. to insist upon strict performance by Customer of any terms and conditions of the Agreement shall not be construed as a waiver of Matrix Equipment Rentals & Contracting Ltd.'s right to demand strict compliance. Customer has carefully reviewed the Agreement and waives any principle of law which would construe any provision hereof against Matrix Equipment Rentals & Contracting Ltd. as the drafter of the Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of the Agreement.
- b. Customer agrees to pay all reasonable costs of collection, court, legal fees and other expenses incurred by Matrix Equipment Rentals & Contracting Ltd. in the collection of any charges due under the Agreement or in connection with the enforcement of its terms.
- c. Customer shall pay the rental charge(s) without any offsets, deductions or claims.
- d. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in Matrix Equipment Rentals & Contracting Ltd.'s Privacy Policy. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, postal code, telephone number, date of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information and financial information can be used for purposes of this transaction, any subsequent transactions with Matrix Equipment Rentals & Contracting Ltd. and for Matrix Equipment Rentals & Contracting Ltd. to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service purposes for which we disclose it to them.
- e. Matrix Equipment Rentals & Contracting Ltd. shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of: (1) permanent closure of the Store Location; (2) declaration of any emergency, disaster or similar situation by any federal, provincial, territorial or local government; or (3) as otherwise set forth in the

Agreement.

- f. Matrix Equipment Rentals & Contracting Ltd. may make any registrations, recordations, filings or financing statements necessary or desirable to protect or discharge, as the case may be, its ownership of and interests in the Equipment at the expense of Customer. Customer hereby consents to same and shall give such further assurances and do such acts and execute such documents as may be required by Matrix Equipment Rentals & Contracting Ltd. to give effect to the Agreement and the rights and obligations hereunder. To the extent permitted by applicable law, Customer irrevocably waives the right to receive a copy of any financing statement or financing change statement (or any verification statement pertaining thereto) filed under the personal property security statutes of the provinces and territories of Canada by Matrix Equipment Rentals & Contracting Ltd. in respect of the Agreement, and Customer hereby releases any and all claims or causes of action Customer may have against Matrix Equipment Rentals & Contracting Ltd. for failure to provide any such copy.
- g. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

29. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

30. GPS TRACKING

Customer and Matrix Equipment Rentals & Contracting Ltd. each consent to the collection and monitoring of electronic information, including Global Positioning System (“GPS”) data, generated by or in connection with Customer’s use of or the location of the Equipment (including the Telematics Devices). Customer agrees that Matrix Equipment Rentals & Contracting Ltd. owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit Matrix Equipment Rentals & Contracting Ltd.’s collection and use of data under this section.

31. FORCE MAJEURE

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, “Force Majeure” shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

32. CHANGES TO THE RENTAL AND SERVICE TERMS

Matrix Equipment Rentals & Contracting Ltd. reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the “Last update” date above and will be effective immediately upon public posting on Matrix Equipment Rentals & Contracting Ltd.’s website. Customer’s continued use of the Equipment following any such modification, or if Customer has waived the need for Customer’s signature on subsequent Rental and Service Agreements for Matrix Equipment Rentals & Contracting Ltd. to rent Equipment and/or provide Services to Customer not covered in the initial Reservation Details, then Customer taking possession of such Equipment or the commencement of Matrix Equipment Rentals & Contracting Ltd. providing such Services to Customer, constitutes and shall be deemed to constitute the Customer’s acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.

33. LANGUAGE

The parties agree that the Agreement and any other document contemplated hereby will be drawn up in the English language only. Les parties acceptent que la présente Convention et tous les autres documents envisagés aux présentes soient rédigés en anglais uniquement.

34. DIVISIBILITY

If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to affect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

35. HEADINGS

The section and paragraph headings in this Agreement are for convenience of reference only and shall not affect the meaning, construction, scope, or effect of this Agreement.