

RENTAL TERMS & CONDITIONS

Supplynow Limited ("Owner")

These Rental Terms & Conditions ("Terms") govern all rental orders and quotes for safety equipment placed with Supplynow Limited. By placing an order or accepting a rental quote, the customer ("Renter") agrees to be bound by these Terms for all items included in that order or quote.

1. Definitions & Acceptance

Equipment means the safety equipment, accessories, calibration certificates and instruction manuals supplied under a rental order or quote.

Rental Period begins on the Delivery Date and continues until the Equipment is returned in accordance with Section 9.

Delivery Date is the date the Equipment is shipped by Owner to Renter.

Return Date is the date by which Renter must return the Equipment, as specified in the order or quote.

Acceptance of Terms. By placing an order or accepting Owner's rental quote, Renter acknowledges and agrees that these Terms apply to all items in that order or quote and that the Rental Period will continue—at the applicable rental rate—until the Equipment is returned.

2. Rental Fees & Payment

Fees. Renter shall pay the rental fees and any calibration fees, plus applicable taxes, stated in the order or quote.

Payment. All fees are due upon order confirmation or as otherwise agreed in writing.

Late Return. Equipment not returned by the Return Date will incur an additional daily fee equal to 150% of the daily rental rate until return.

3. Condition, Inspection & Calibration

Pre-Shipment Inspection. Owner certifies that all Equipment is inspected, tested, and calibrated immediately prior to shipment.

Renter Inspection & Testing. Upon receipt, Renter must inspect, test, and verify Equipment condition and calibration per the instruction manual. Any defects, damage, or calibration issues must be reported in writing within 24 hours of receipt.

Acceptance. If no timely notice of defect is received, Equipment is deemed accepted as fit for its intended purpose.

4. Use & Maintenance

Proper Use. Renter shall use Equipment only as intended and in strict accordance with the manufacturer's instructions.

Qualified Personnel. Only trained, authorized personnel may operate the Equipment.

No Modifications. Renter shall not alter, modify, or repair Equipment without Owner's prior written consent.

Care & Maintenance. Renter shall maintain Equipment in good working order, perform routine cleaning, and store it safely when not in use.

5. Risk of Loss & Title

Risk of Loss. Risk of loss, theft, or damage passes to Renter upon delivery and remains until Owner accepts the return.

Title. Owner retains title to all Equipment at all times.

6. Liability & Disclaimer

No Warranty. Equipment is supplied "as-is." Owner disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

Limitation of Liability. Owner is not liable for indirect, incidental, special, or consequential damages (including lost profits or business interruption), whether in contract, tort (including negligence), strict liability, or otherwise.

Customer Use. Renter assumes all risk of injury or damage from use of the Equipment and acknowledges that misuse or failure to follow instructions is Renter's sole responsibility.

7. Indemnification

Renter shall defend, indemnify, and hold harmless Owner, its officers, directors, employees, and agents from all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to:

Renter's use, operation, maintenance, or handling of the Equipment;

Renter's failure to perform inspections or testing per Section 3;

Renter's negligence or willful misconduct;

Third-party claims for injury or property damage related to the Equipment.

8. Insurance

During the Rental Period, Renter shall maintain, at its expense:

Commercial general liability insurance (minimum \$2,000,000 per occurrence) covering personal injury and property damage;

All-risks property insurance covering loss or damage to the Equipment (full replacement value);

Owner named as additional insured and loss payee on all policies.

9. Return, Damage & Replacement

Return Condition. Equipment must be returned in the same condition (reasonable wear and tear excepted), fully cleaned, tested, and calibrated.

Damages & Repair. Renter is responsible for repair or replacement of Equipment lost, stolen, damaged beyond normal wear and tear, or returned incomplete.

Replacement Cost. Renter shall pay Owner the current list price for any damaged or missing items within 15 days of demand.

10. Termination

Owner may suspend or terminate any rental order immediately if Renter breaches these Terms, fails to pay fees, or misuses Equipment.

Termination does not relieve Renter of outstanding fees, replacement costs, or indemnity obligations.

11. General Provisions

Governing Law. These Terms are governed by the laws of Ontario and the federal laws of Canada applicable therein.

Entire Agreement. These Terms, together with the order or quote, constitute the entire agreement and supersede all prior discussions.

Amendment. Any amendment must be in writing and signed by Owner.

Severability. If any provision is invalid, the remainder remain in effect.

Notices. All notices must be in writing and delivered to the addresses on record.

Renter Signature & Date

Print Name

Company Name