

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. Company hereby rents, leases and loans to the Customer as indicated on the invoice and the customer hereby hires and leases from the Company the equipment described in the invoice and on all schedules which may hereinafter be executed by the parties for the purpose of adding equipment thereto, which equipment including all original replacing items, parts, accessories and additions relating therefore called the "Equipment".
2. The Customer authorized Company to complete the description of the equipment on the invoice with the insertion of the serial numbers and other details specifically identifying the equipment.
3. The Customer represents and warrants that it/ him/ her has the power to enter into this agreement and that this agreement is proper and lawfully authorized and executed by it/ him her.
4. The Customer acknowledges that ownership of and title to the equipment shall remain vested in the Company and covenants to defend the same from and against on any contrary claim. No title shall pass to the Customer hereunder notwithstanding any options to renew or to purchase, the exercise of which by the Customer shall constitute a separate transaction.
5. The term of this rental agreement with respect to each piece of equipment shall commence on the date of receipt of such piece of equipment (which day in the month shall hereinafter be referred to as "Due date") be the consumer and shall continue for a term of twenty-eight days. Billing will occur automatically at the beginning of each twenty-eight days cycle, unless Company is notified by Customer otherwise. Partial credits are available to the Customer if equipment is returned prior to the fifteenth day of the rental period.
6. The Customer shall pay the Company the first month's rent and a security deposit equal to one month's rent upon delivery of the equipment. In the event any default shall be made in the performance of any of the covenants on the part of the Customer herein contained. The Company shall have the right, but shall not be obligated, to apply such security to the curing of such default. If there has not been any default in the performance of any of the covenants on the part of the Customer, the security deposit shall be refunded upon delivery to the Company of all equipment rented by the Customer.
7. The Customer shall pay to the company the rental in the amount shown on the reverse side on the due date of each and every month in advance without notice or demand. The Customer shall make such payment to the Company at the address shown on the reverse side or as otherwise designated by the Company, without any set off or reduction whatsoever for claims the Customer may assert against the Company. Any payment not paid when due shall bear interest thereafter at 1.5% per month and (1.5%x12) per annum until paid.
8. Order, delivery and installation of equipment shall be entirely at the Customers risk and expense, and such expenses are not included in the item rental cost. Any account in arrears will result in Customer being, charge for equipment at present market value as determined by the Company plus costs incurred in collection of such funds.
9. The Customer will not alter, add to or improve the equipment without the Company's prior written consent.
10. The Customer assumes all liability for directly, or indirectly, out of the possession, use or operation of the equipment whether or not caused by negligence.
11. The Customer covenants and agrees to keep the equipment and every part thereof free and clear of any security interest, mortgage, loan, claim, charge or and/ or encumbrance whatsoever created by the Customer and the Customer agrees to defend the equipment against the claims and demands of all other parties claiming the same of an interest therein, and not to sell lease or otherwise dispose of the equipment so long as the Customer owes money to the Company pursuant hereto.
12. Default by the customer shall have occurred if:
 - a. The Customer fails to fulfill any term or condition hereof.
 - b. The Company shall determine that the equipment is misused or abandoned;
 - c. The Company shall decide that its equipment hereunder is unsafe or in jeopardy, and so notifies the customer.
13. Upon default by the Customer all monies owing on the date of default or due thereafter shall become due.
14. Customer shall reimburse the Company for all solicitors' fees, court costs and expenses incurred by the Company to enforce collection or to preserve or enforce the Company's rights under this agreement.
15. In the event that the Customer default in making any payments due to the Company or breaches any of the terms of this agreement the Customer agrees at the time of this agreement that by inserting their credit card number in the identification box on the reverse, the Customer authorizes and consents to the Company debiting the total value of any damages suffered there by the Company to the Customers respective credit card by comp letting a sales draft in the Customer's name as if it had been processed as a "phone order" and payment in full (without recourse to the Company), by the credit card Company shall serve as a Release against the Customer by the Company.
16. This agreement and the terms hereof constitute the entire agreement between the parties hereto and its execution has not been induced, nor do any of the parties hereto rely upon or regard as material any representations or writings whatsoever not incorporated herein and made a part hereof.
17. If any provision of this agreement shall be found to be or be deemed illegal or invalid, the remainder of the agreement shall not be affected thereby.
18. A failure to enforce any provision of this agreement or a waiver by the Company of any breach or term hereof shall, not operate or be construed as a waiver of any continuing or subsequent breach or any of the terms of this agreement by the Company.
19. The validity and interpretation of this contract shall be governed by the laws of Ontario.