



Please complete and have both pages of this document signed by an authorized person and send it to ouverturedecompte@simplex.ca

Company Section

Legal name of the company : _____ Phone: _____
 Trade name : _____ Check if identical to legal name
 Address : _____ City : _____ Prov.: _____ Postal : _____
 Do you have other accounts with Simplex : Yes No If yes, number : _____
 Are you a tax-exempt organization? Yes No If yes, number : _____
 NEQ/NEC : _____ Estimated annual rental volume : _____

Contacts

President's name : _____ Email : _____ Phone : _____
 Head of Accounting : _____ Title : _____
 Mobile : _____ Phone : _____ Ext : _____ Email : _____
 Invoice email: _____ Statement email: _____
 Person in charge of rentals : _____ Email : _____ Mobile : _____
 Purchase order required : Yes No Requisition no. required: Yes No Project no. required: Yes No

Payment terms

Credit limit request
 (30-day payment terms –Bank transfer required)
 Bank institution : _____
 Account number : _____ Transit : _____
 Do you have a line of credit? : Yes No

No payment terms
 (Payment required for each rental.)
 Payment by credit card
 A deposit will be required for each rental

Credit Check Consent

The undersigned hereby authorizes SIMPLEX, as well as its credit information providers, to collect, use, and disclose credit information, whether it originates from suppliers, banking institutions, or other relevant sources. This authorization applies both to the credit information of the account holder and to the consumer credit information of the account holder's owners or principal shareholders, when their date of birth is provided above. This information will allow SIMPLEX to assess the account holder's creditworthiness, respond to their requests for products and services, administer their account, and comply with applicable laws.

The undersigned confirms having read and fully understood the rental conditions appearing on the reverse of this form.

Name : _____ Title : _____ Signature : _____ Date : _____

Personal Guarantee – Surety

By signing this document, the undersigned confirms having read and understood the terms and conditions applicable between Simplex Equipment Rental inc. ("SIMPLEX") and the account holder. In this capacity, the undersigned declares that they agree to personally act as joint and several surety for all present and future obligations contracted by the account holder toward SIMPLEX, regardless of their nature. They acknowledge that their commitment as surety is not subject to any limit in amount, including the credit limit requested by the account holder, and may not exceed the sums owed. They also acknowledge that the credit limit requested by the account holder in no way restricts the scope of the guarantee to which they are committing. The undersigned waives any benefit of division or discussion as well as any personal means of defense. They acknowledge that this guarantee may only be revoked once all of the account holder's accounts have been paid in full. This guarantee is not subject to any time limit. They also acknowledge that if their guarantee is linked to the performance of specific duties, the cessation of those duties will not terminate their current commitment as surety, thereby waiving the benefit of Article 2363 of the Civil Code of Québec. The undersigned acknowledges that their credit history may be taken into account in the assessment of the account holder's credit file and the personal guarantee. They authorize SIMPLEX to obtain and use, if necessary, a credit report concerning them as part of the process of assessing, approving, or reviewing their commercial credit file. Hereby, the undersigned authorizes the collection, use, and disclosure of their credit information to the account holder and to their consumer credit file so that SIMPLEX may assess their creditworthiness, respond to their requests for products and services, manage their customer account, and comply with its legal obligations. Without limiting the foregoing, they also authorize the disclosure of their personal information to third parties, when necessary, for obtaining credit reports and references for the purpose of assessing their creditworthiness. Furthermore, the undersigned authorizes SIMPLEX to disclose to third parties, including credit agencies, any payment default by the account holder and/or the undersigned relating to invoices and fees charged to their customer account. The undersigned, as individuals, knowingly consent to the use of this credit report.

The undersigned may inform SIMPLEX of the withdrawal of their consent to the disclosure or use of the personal information collected.

Signature : _____ Date : _____

Name : _____ Date of birth : _____ Address : _____

Rental conditions

The parties agree that the rental(s) will be made under the following conditions

PRELIMINARY:

SIMPLEX LOCATION D'OUTILS INC. is indicated in this present agreement as the « Lessor ».

The Lessee hereby warrants that he has examined the rented equipment and found them in good order and working condition and that he knows how to operate the said equipment. The Lessee shall ensure the equipment is used for its intended purposes, by qualified persons having the necessary skills and experience, in accordance with the instructions given by the Lessor's representative. The Lessee agrees to provide the Lessor with the exact location of the rental equipment, subject to the terms of this Agreement, and to provide this information to Lessor whenever it is moved and/or at the request of the Lessor.

CONDITIONS

ARTICLE 1 :

The Lessee may neither sublet nor assign the lease without the consent of the Lessor. The Lessee may neither sell nor hypothecate the leased equipment.

ARTICLE 2 :

The Lessee undertakes to return said equipment to the Lessor in the same condition it was at the initial time of rental, normal wear and tear excepted. In the event the Lessee is not satisfied with the performance of the rental equipment, he must return it forthwith or so advise the Lessor by email or telephone to get an event number.

ARTICLE 3 :

If the Lessor is bound by contract to deliver and pick up the rented equipment after use, the Lessee shall so advise (by phone, e-mail or client portal) the Lessor, in order to obtain a return code confirming the hour and date at which the rental ceases. Should the Lessee fail to advise the Lessor, rental charges will be apply until such time as a return code is given by the Lessor. The Lessee shall be responsible for the rented equipment and shall keep it under key or surveillance until it is back in the Lessor's possession. In the event that the rented equipment cannot be returned to the Lessor due to factors including, but not limited to, strike, massive layoffs, seizure, etc., the Rental Agreement shall remain in force. The Lessee undertakes to return all rented equipment at the exact location where the Lessor delivered it. The Lessee also undertakes to provide help to handle rented equipment and to cooperate with the Lessor's driver to help him reload the equipment. When delivering the equipment, the Lessor's driver may ask for a Responsibility Waiver if he thinks that there are important risks to damage the Lessee's property. In the event that the lease equipment is damaged, the representative of the Lessor shall prepare a list of damages and the Lessee will be invoiced.

ARTICLE 4 :

The Lessor shall not be held responsible for any damage, loss or injury caused by the use of the rented equipment, and the Lessee shall not invoke the fault of a third part and act of God against the Lessor. Lessor shall not be liable for any damage cause to Lessee resulting from any delay in the delivery of the rented equipment or because of malfunction. If it is scientifically and irrefutably proven that the loss of the rented equipment is a result of a defect of the said equipment, the Lessee shall not be liable for damages caused to the rented equipment, but the rental costs shall run in the Lessor's favour up to the time the equipment was lost. The Lessor shall not be liable for damages or injuries caused by a hidden defect or system defect in the rented equipment; in such cases, the Lessee expressly agrees to proceed against the manufacturer only, without involving or having any recourse against the Lessor. The Lessor will charge back any fine, penalty or tickets resulting of the use of the rented equipment plus 20% in administrative charges.

ARTICLE 5 :

Subject to the conditions of Article 3, equipment is rented for a day. The rental period shall begin as soon as the rented equipment is taken out of the Lessor's premises and cease once the Lessor is in possession of the rented equipment or a return code has been given by the Lessor in the situations provided in Article 3, on condition that the rented equipment is in working condition; if it is not, the rental agreement shall remain in force until such times as the item is usable.

In this Agreement, rental periods are defined as follows: 1 day means 24 hours; 1 week means 7 days; 1 month means 28 days. Rented equipment may be used for 8 hours in a day, 40 hours in a week and 160 hours in a month. The Lessee agrees to keep the Lessor informed of any use in excess of the above, such use to be billed on a prorated basis.

ARTICLE 6 :

The Lessee shall exercise adequate and continuous care over any rented equipment which gives out heat, combustion, explosions or friction, or which is operated using flammable, explosive or other substances, and shall ensure such equipment is operated by qualified personnel. In addition, the Lessee undertakes to abide by all federal, provincial, municipal or other rules and regulations on the use or transportation of cylinders, tanks or other pressure containers, as well as to carefully shut them off after use.

ARTICLE 7 : DAMAGES

1. The Lessee agrees to pay the Lessor a predetermined percentage of the rental fee, to cover damages due to the normal use of rented equipment in situations other than those provided for in the following list.

2. This percentage does not cover the direct or consequential damages arising out of the following non-exhaustive list:

- Excess or insufficient weight, force or heat in the rented equipment.
- Flat tires, slashed tires, damaged wheel rims, or damaged points, bits or chisels (since these constitute damages by themselves).The parties agree that the rental(s) will be made under the following conditions
- Leaving equipment inside or outside, accessible to all, without proper surveillance.
- Insufficient oil, lubricant and fuel, frost, bad weather, the wrong kind of mix of fuel, making the wrong use of the energy or accessories required by the manufacturer (filters etc.).

e. Failing to properly secure the rented equipment during transportation, to prevent it from falling or moving.

f. Theft or taking without permission of the rented equipment, improper use, negligence, accident or collision on the road or on a private lot.

g. Negligence of the Lessee, whether due to collision, accident or other causes, by the fault of a third party, or an act of God.

h. Using or modifying the rented equipment and appurtenances for purposes other than those prescribed by the manufacturer or Lessor.

CONDITIONS :

- The Lessee undertakes to send to the Lessor's place of business within 24 hours of the event by e-mail and by telefax, a written report detailing any loss, damage or accident to the leased equipment, as well as a police report if applicable.

- The Lessee agrees to reimburse the Lessor for the total costs of repairs in time and parts, and the replacement costs as necessary if they are not covered by paragraph 1 of Article 7. In addition, the Lessee shall pay for rental costs during the repair period.

- The Lessee is responsible to get an adequate insurance for the specific rented equipment. The Lessor reserves the right to exercise or waive the above clause.

ARTICLE 8 :

Any breach or non-performance by the Lessee of one of the above contractual obligations shall results in the loss of rental privileges and the automatic termination of the leasing contract, without any prior formal notice or legal proceedings. The Lessor shall also have the right to repossess the rented equipment.

Furthermore, the Lessor may claim all payments owing as well as the cost of repairs for damages sustained on the rented equipment while under the care and control of the Lessee. In addition, if the Lessor must retain the services of an attorney or another person for the recovery of the owed sums, the Lessee agrees to pay, as liquidated damages, 20% of the claimed sum.

ARTICLE 9 :

In case of theft or inability to return to the Lessor the rented equipment and/or appurtenances, the Lessee shall be liable for rental payments until the Lessor has received, by e-mail, a notice from the Lessee. It is agreed that the Lessee shall pay to the Lessor the replacement cost of this equipment, without any depreciation, at the replacement value for the equipment at the time of the loss. The Lessee is responsible to get an adequate insurance coverage for the specific rented equipment.

I have read and agree with article 9: Initials _____

ARTICLE 10 :

Interest of 1.5% per month (i.e. 19.56% per year) is added to all past due accounts. A \$35.00 charge is levied on all cheques returned by the bank, along with interest at the same rate. The due-date for customers having a charge account, this is thirty (30) days after the rented equipment has been returned if the equipment is rented for less than a month, and thirty (30) days following the rental month in other cases.

ARTICLE 11 : SURETYSHIP

The person signing this Rental Agreement shall be personally responsible and liable for the performance of its provisions severally with the Lessee.

ARTICLE 12 :

The Laws of the province of Quebec apply to the rental agreement between the Lessor and Lessee. The parties also elect domicile in the Judicial District of Montreal.

ARTICLE 13 :

If the invoice of agreement is made at an Ontario Branch of Lessor, then the Laws of the province of Ontario will apply to such agreement or invoice.

Notwithstanding the preceding paragraph, if the Lessee has a place of business in the province of Quebec, then the Laws of the province of Quebec will apply along with clause 12 of the present.

ARTICLE 14 :

I hereby authorize the Lessor to provide personal information, in particular financial information, to any credit investigator (credit bureau), financial institution, creditor or other person with whom I have (or will have) business dealings, in order to establish or check my credit history, solvency, or any reference(s) I have provided.

By using our service, you acknowledge and agree to the terms and conditions outlined in these Terms of Service and our Privacy Policy, accessible at <https://www.simplex.ca/en/customer-services/privacy-policy>

ARTICLE 15 :

In the event that the Lessor retains the services of an Attorney in order to file an Opposition to Seizure (before or after judgment) regarding the leased equipment., Lessee agrees to pay the fees and disbursements incurred by the Lessor. In case of refusal by Lessee to pay the fees and disbursements, Article 8 of the present agreement shall apply.

The parties hereto requested that the present rental agreement be drawn in English language.

X _____