

ICONIX WATERWORKS TERMS AND CONDITIONS OF RENTAL

1. **RENTAL PERIOD.** The rental period will commence on the date of pick-up of the Equipment by Renter or shipment of the Equipment, as applicable, and will terminate upon return of the Equipment to Owner's facility (the "Rental Period"). Owner may terminate this Agreement at any time upon seven days written notice to Renter.
2. **PAYMENT TERMS.** Rental payments will be due and payable in accordance with the provisions set out on the face of this Agreement, or if none are set out, then net 30 days from invoice date. Renter will pay interest on overdue accounts at a rate equal to the lesser of: (a) 2% per month (a compounded rate of 26.8% per annum, calculated monthly); and (b) the maximum legal interest rate.
3. **SECURITY DEPOSIT.** The security deposit is in addition to the rental payments. Renter will pay on account or by pre-charge, as applicable, the security deposit specified on the face of this Agreement, and, if not specified, 10% of the estimated value of the Equipment on the date of pick-up of the Equipment by Renter or shipment of the Equipment by Owner, as applicable. The security deposit will be returned to Renter only after the Equipment has been returned to Owner's facility and found to be in good condition and repair. Owner reserves the right to apply the security deposit against rental charges owing by Renter, to repair damage to or loss of the Equipment caused during the Rental Period, and/or the cost of refilling tank(s) to full in accordance with Section 11. The security deposit will not bear interest.
4. **INSURANCE.** Renter agrees, at its own expense, to obtain and maintain insurance for damage to, or loss of, Equipment in an amount equal to the full replacement cost of the Equipment and liability coverage for personal injuries, death or property damage in the minimum amount of \$2 million per occurrence. All insurance policies shall name Owner as additional insured and loss payee as its interest may appear. An insurance certificate will be provided to Owner prior to commencement of the Rental Period. This section will in no way change the obligation of Renter to compensate Owner for the full replacement value of the Equipment. Premiums owing under the policy must be prepaid for the Rental Period plus at least one month.
5. **ACCEPTANCE OF EQUIPMENT.** Within 24 hours after receipt, Renter will inspect the Equipment and notify Owner in writing regarding any defect in or other objections to the Equipment. If Owner is not notified within such period, Renter will be conclusively presumed to have accepted the Equipment as received.
6. **OPERATION / MAINTENANCE OF EQUIPMENT.** During the Rental Period, Renter at its sole cost and expense will keep the Equipment in good repair and operating condition in accordance with any directions provided to Renter by Owner and industry standards for the type of Equipment. Renter will only allow those of its employees or representatives who are qualified, experienced, knowledgeable, trained and (where required by law) certified or licensed, to operate, handle or use the Equipment, and then only: (a) in a careful and proper manner, (b) in compliance with all applicable laws, ordinances, and regulations, and (c) in accordance with the purpose and in the manner for which it was intended by the manufacturer.
7. **REPAIRS.** Renter shall at no time make any additions, alterations, modifications, improvements or major repairs to the Equipment without the prior written consent of the Owner. All repairs required at the end of the Rental Period that are considered in the Owner's sole discretion to fall outside of reasonable wear and tear will be performed or arranged by Owner at the sole cost and expense of Renter.
8. **RISK OF LOSS OR DAMAGE.** Renter assumes all risks of loss or damage to the Equipment from any cause whatsoever during the Rental Period. In the event of any loss or damage to the Equipment during the Rental Period, Renter will immediately advise Owner.
9. **TITLE.** Title to the Equipment shall at all times remain in and with Owner and nothing contained in this Agreement shall be deemed to have the effect of conferring upon Renter any right or title whatsoever in or to the Equipment. Renter agrees, at its sole cost and expense, to keep the Equipment free and clear of all claims, liens, encumbrances and attachments created by Renter. Renter will immediately advise Owner regarding any notice of any claim, levy, lien, or legal process issued against the Equipment.
10. **OWNER INSPECTION.** Owner shall have the right at all reasonable times during the Rental Period to enter the Location of Use for the purposes of inspecting the Equipment and/or retaking possession of the Equipment should Renter be in default or breach of any term or condition of this Agreement.
11. **RETURN OF EQUIPMENT.** Renter agrees to return the Equipment to Owner in the same condition as when shipped or picked up, reasonable wear and tear excepted (as determined in the sole discretion of Owner). Renter will return Equipment which requires the use of gasoline, propane, or diesel with a full tank. Equipment returned without a full tank will be refilled at Renter's expense.
12. **NO WARRANTY.** Renter acknowledges and agrees that the Equipment is being rented "as-is", and that Owner makes no warranty of any kind, express or implied, with respect to the Equipment or any part thereof, including warranties of durability, condition, merchantability or fitness for any particular purpose.
13. **INDEMNITY.** Renter agrees to defend (if requested by Owner), indemnify and hold harmless Owner and its directors, officers and employees from and against all claims, liabilities, demands, damages, losses, costs and expenses, at law or in equity, of every kind and nature whatsoever (including injury, disability or death) to the extent arising out of or any way connected with this Agreement, the Equipment or any services provided hereunder.
14. **DEFAULT.** The occurrence of any of the following will constitute default under this Agreement by Renter: (a) any failure to make a required payment when due; (b) the violation of any other provision or requirement of this Agreement that is not corrected within two days after written notice of the violation is given; (c) the insolvency or bankruptcy of Renter; or (d) any portion of Renter's property being or becoming subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency. If Renter is in default under this Agreement, without notice to or demand on Renter, Owner may take possession of the Equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs from the security deposit, and hold Renter responsible for any deficiency or damage.
15. **OWNER LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, Owner will in no circumstances be liable hereunder for: (a) any special, indirect, consequential or incidental damages of Renter or any third party whatsoever, including without limitation compensation for lost profits or revenue, labour costs, or failure to realise expected savings, or (b) any amount in excess of the total value of this Agreement.
16. **NON-SOLICITATION.** Renter agrees that should it require one or more of Owner's employees to operate the Equipment, it will not solicit for employment, contract or hire such employees at during the Rental Period or for a period of 12 months after its termination.
17. **ASSIGNMENT.** Renter will not assign any interest in this Agreement or the Equipment without Owner's prior written consent.
18. **ENTIRE AGREEMENT AND MODIFICATION.** The provisions specified on the face of this Agreement and these terms and conditions constitute the entire agreement between the parties. No modification or amendment of this Agreement will be effective unless in writing and signed by both parties.
19. **GOVERNING LAW.** This Agreement will be construed in accordance with the laws of the location of the Owner's facility indicated on the face of this Agreement, and, if not specified, the laws of the Province of British Columbia.
20. **SURVIVAL.** The provisions of Sections 4, 7, 14, 16 and 17, as well as any other continuing obligations under this Agreement, will survive final payment hereunder and expiration or termination of this Agreement.
21. **COUNTERPARTS.** This Agreement may be executed by the parties in one or more counterparts and may be delivered by means of electronic transmission, each of which when delivered shall be deemed to be an original and all of which shall together constitute one and the same Agreement.