



# PACWILL ENVIRONMENTAL

## **RENTAL TERMS AND CONDITIONS**

The following are the terms and conditions that apply to the rental of equipment from Pacwill Environmental. By accepting equipment furnished under this agreement, the customer accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by an office of Pacwill Environmental. Equipment as referred to herein shall include all related accessories, manuals, and other items to be delivered as specified.

## **WARRANTY**

With respect to rental service, Pacwill Environmental warrants to the Customer only that rental equipment when shipped is in good operating condition. If equipment is not received in good operating condition due to no fault of the Customer, Pacwill Environmental shall (at its option) either repair equipment or supply replacement equipment subject to availability from Pacwill Environmental's inventory. Defects or discrepancies in or like objection to equipment must be reported to Pacwill Environmental within 48 hours after Customer receives the equipment, failing which it will be conclusively presumed that the equipment was as ordered, and was received in good condition and is accepted. The remedies provided herein are Customers sole and exclusive remedies. In no event shall Pacwill Environmental be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract or any other legal theory. Pacwill Environmental makes no warranty expressed or implied that the equipment is fit for any particular purpose. Upon notice from Customer during the course of rental, and upon return of equipment by Customer, Pacwill Environmental will, at its option, repair or recalibrate malfunctioning equipment.

## **PAYMENT TERMS**

Terms are NET 30 days from date of invoice. Pacwill Environmental reserves the right to change the credit terms on further rentals at any time when in Pacwill Environmental's opinion, Customer's financial condition or previous payment record so warrants. All applicable taxes will be added to the invoice and are payable by Customer.

## **SHIPMENT/DELIVERY**

All quoted prices are F.O.B. Pacwill Environmental's service center (North Carolina, USA). All shipping costs, including cost of insurance are payable by Customer. Equipment will not be sent nor returned by Canada Post/US Mail. Shipments of any products are subject to availability from Pacwill Environmental's inventory. Pacwill will make a reasonable effort to meet any delivery quoted. Pacwill Environmental will attempt to ship in accordance with Customer's shipping instructions. In the absence of specific instructions, or if Customer's instructions are deemed unsuitable, Pacwill Environmental reserves the right to ship by the most appropriate method. **ALL RISK OF LOSS AND DAMAGE SHALL PASS TO CUSTOMER AT THE FOB SHIPPING POINT.** Pacwill Environmental shall not be liable for delays in performance hereunder due to causes beyond its control including, but not limited to acts of nature, Canada Customs, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by Pacwill Environmental's suppliers.

## **LIABILITY**

Pacwill Environmental shall not be responsible for loss or damage to Customers business or property or for injury or death to persons; and Customer shall indemnify Pacwill Environmental and hold it harmless from claims for any of the foregoing, including associated legal fees and expenses.

## **DEFAULT**

Should Customer default in its obligations, Customer agrees to pay Pacwill Environmental for all costs and expenses incurred by Pacwill Environmental in recovering the equipment or monies due and enforcing its rights. Pacwill Environmental shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

## **NOTIFICATIONS**

Any required notices shall be given in writing at the address of Pacwill Environmental or Customer as shown on the front of this contract or to such other address as either party may substitute by written notice to the other.

**www.pacwill.ca**

**Tel: 1-866-840-0014**

**Fax: 1-866-425-0015**

**sales@pacwill.ca**

**Fredericton NB**

**Ste. Therese QC**

**Beamsville ON**

**Armstrong BC**



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## **ASSIGNMENT**

Neither Pacwill Environmental or Customer may assign or transfer any rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void.

## **WAIVER**

Should Pacwill Environmental choose not to exercise any of its rights, that shall not constitute or be deemed a waiver or forfeiture of such rights.

## **PURCHASE RIGHTS**

Customer has no purchase rights or purchase options under this agreement unless specifically offered by Pacwill Environmental.

## **ERRORS**

Stenographic, typographic, and clerical errors in this agreement are subject to correction and Customer hereby agrees to re-execute any document that requires correction or signature.

## **OWNERSHIP**

Rental equipment remains the property of Pacwill Environmental. Customer shall not remove, deface, or obscure ownership labels.

## **RATES**

Rates are based on daily, 10 day, and monthly time periods. Rentals continuing beyond the initial time period requested are billed at the daily rate, until that exceeds the 10 day rate. Rental charges will commence the day Customer receives the equipment. Rental charges cease on the day equipment is received at the designated Pacwill Environmental facility.

## **EQUIPMENT USAGE**

Customer shall not make any alterations, additions, modifications, or improvements to the equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacture. Customer may not permit the equipment to be used by another party or at a different location without the express written consent of Pacwill Environmental.

## **CUSTOMER OBLIGATIONS**

Customer is responsible for damage to equipment due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair equipment so damaged, and incurred shipping charges. Equipment shall be returned to Pacwill Environmental in good condition and repair, wear from reasonable and proper use excepted. Customer is responsible for loss or damage to equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented equipment, Customer agrees to pay Pacwill Environmental the replacement cost (as determined by manufacturer's current list price) of any such equipment which Customer is for any reason unable to return to Pacwill Environmental at the end of the rental period. Rental charges will continue beyond the specified rental term, at the daily rental charge, until equipment is returned to Pacwill Environmental or Customer reimburses Pacwill Environmental for the replacement cost of the equipment. Unless otherwise agreed to in writing, Customer shall pack the equipment for return to Pacwill Environmental in accordance with standard commercial practices. All packing will conform to requirements of carriers tariffs.

## **ACCEPTANCE**

By signing below, the Customer agrees that they have read and understand the above Terms and Conditions, and will be bound by them.

**Authorized Signature and Date:**

**Legal Company Name:**

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**Fax: 1-866-425-0015**

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