

USED EQUIPMENT RENTAL AGREEMENT

RENTAL EQUIPMENT:

1. Equipment Description

The Lessor agrees to rent to the Lessee the used equipment described herein (“Equipment”). The Equipment is used equipment and is rented AS-IS, WHERE-IS, WITH ALL FAULTS.

2. Rental Term

The rental term shall commence on [Start Date] and end on [End Date], unless earlier terminated.

3. Rental Fees

First and Last rental fees are due in advance. Failure to make payment when due constitutes immediate default.

4. Delivery, Installation & Removal

All transportation, crating, insurance, customs, taxes, tariffs, installation, commissioning, maintenance and removal costs are the sole responsibility of the Lessee. Risk of loss transfers upon EXP Newmarket, Ontario - Canada

5. AS-IS Condition & No Warranties

No warranties, express or implied, including fitness for a particular purpose or merchantability, are provided.

All rental Equipment supplied was previously owned and may have been used in prior manufacturing, processing, or packaging applications.

Unless expressly agreed to in writing:

- Equipment may contain residual product traces
- Equipment has not been sanitized, validated, or certified for Lessee’s specific product or regulatory environment

It is the sole responsibility of Lessee to:

- Inspect the Equipment prior to use
- Clean, sanitize, sterilize, or validate the Equipment as required
- Confirm compatibility with their product and process

6. Equipment Purpose & Product Compatibility

The Equipment was originally configured for a specific product and purpose when new and may not be suitable for Lessee’s products or processes.

7. Safety, Certification & Compliance

The Equipment may not be CSA/UL/CE approved or properly fitted with required safety features. Lessee is solely responsible for ensuring compliance with all safety, certification, and regulatory requirements including guarding, limit switches, and interlocks.

8. Use & Operation

Only qualified personnel may operate the Equipment. Lessee must not operate until all safety and certification requirements are met.

9. Maintenance & Repairs

Lessee is responsible for maintenance and repairs arising from misuse or non-compliance.

10. Assumption of Risk & Limitation of Liability

Lessee assumes all risks. Lessor is not liable for injury, maiming, or death arising from setup, installation, maintenance or operation of the Equipment to the fullest extent permitted by law.

11. Return Condition – Clean & Contamination-Free

Lessee agrees that all rental Equipment must be returned in:

- Clean condition
- Free of product residue
- Free of biological, chemical, allergen, hazardous, or controlled substances
- Free of regulated materials

12. Indemnification

Lessee shall indemnify and hold harmless the Lessor from all claims arising from use or possession of the Equipment.

13. Default & Right to Repossess

Upon non-payment, Lessor has the right to enter the premises peacefully and repossess the Equipment. All recovery costs are borne by the Lessee.

14. Option to purchase from Rental term

If Lessee elects to purchase the Equipment within five (5) business days prior to the expiration of the initial rental term, Lessor may credit twenty-five percent (25%) of the base rental fees paid during the initial rental term only toward the quoted purchase price. Credit applies to base rental fees only, (excluding freight, crating, taxes, service, repairs, installation, insurance, consumables, or penalties).

15. Force Majeure

Deliveries may be suspended by either party in case of acts of God, war, riots, fire, explosion, flood, strike, declared pandemic, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakage of Equipment or apparatus, national defense requirements, government laws, ordinances, rules and regulations, whether valid or invalid, or any cause beyond the control of such party preventing the manufacture, shipment, acceptance or consumption of a shipment of the Equipment. If, because

of any such circumstance, Lessor is unable to supply the total demand for the Equipment, such deliveries so suspended will be canceled without liability to Lessor.

16. Changes

No subsequent change or modification of the terms of this Agreement will be made without the written consent of both parties.

17. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario, without regard to choice of law or conflict of law provisions.

18. Entire Agreement

This document constitutes the entire agreement. Any changes must be made in writing.

Signatures:

Lessor: _____ Print Name: _____

Date: _____

Lessee: _____ Print Name: _____

Date: _____