



LINEMAN'S TESTING LABORATORIES OF CANADA LIMITED TERMS AND CONDITIONS LTL005

Lineman's Testing Laboratories (the "Lessor") and the Lessee named herein (the "Lessee") each agree that the following terms and conditions shall apply to all rentals or distribution, by the Lessor of equipment, goods or products (the "Equipment") to the Lessee unless otherwise specified in writing and agreed to by the Lessor and the Lessee.

The electrical equipment which you have leased is warranted under the provisions of this warranty. For a period of one year from the date of shipment, the equipment is guaranteed to operate in accordance with its nameplate specifications when operated under normal load, usage, conditions and with proper care, installation and supervision. The "**Lessor**" shall have no liability for loss of, or damage resulting from improper installation or operation of the equipment, voltage surges, negligence of others, accidents, natural forces, Acts of God, operations beyond rated capacities, or misuse. In which case, the "**Lessee**" is responsible under this warranty to pay for the costs of repairs or replacement, whichever is lower, F.O.B. Plants of the "**Lessor**."

The "**Lessor**" shall not be responsible for repairs or replacement made by others without the written consent of the "**Lessor**." As well, the "**Lessor**" must approve, in writing, any other firm, company or person to install, remove or work on in any fashion, the "**Lessor's**" equipment.

The "**Lessor**" does not warrant that the equipment will meet or comply with the requirements of any safety code or regulation of any province, municipality or other jurisdiction.

The equipment has been leased based upon the "**Lessee's**" independent determination that it is appropriate for "**Lessee's**" intended application. The giving, or failure to give, any advice or recommendation by the "**Lessor**" shall not constitute any warranty or impose any liability upon the "**Lessor**."

The warranties made herein shall be IN LIEU OF any other warranty, express or implied, including but not limited to any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Such implied WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED!

The salespeople, acting on behalf of the "**Lessor**" may have made oral statements about the equipment which has been leased. Such statements do not constitute warranties, shall not be relied upon by the "**Lessee**," and are not part of the agreement for lease. The entire agreement for lease is embodied in this document and any documents attached to it and such documents constitute a final expression of the party's agreement, and are a complete and exclusive statement of the terms of the agreement. There are no antecedent of extrinsic representations, warranties or collateral provisions that are not intended to be discharged and nullified by this document.

DELAYS: The "**Lessor**" will not be liable for any delay in the performance of this contract or for any damages suffered by the lessee by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labour difficulties, shortage of labour, fuel power, materials or supplies, transportation delays, or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control.

DELIVERY: Unless otherwise specified by the "**Lessor**," delivery will be made F.O.B. point of shipment to the "**Lessee**." Risks of loss or damage pass to the "**Lessee**" on delivery. If products are to be delivered by the "**Lessor**," such products are to be received and unloaded by the "**Lessee**" at the "**Lessee's**" expense and risk.

DURATION OF RENTAL: The "**Lessee**" shall rent all equipment (transformers) on a minimum monthly (30 days) basis with no prorating of this term (unless stated otherwise by the "**Lessor**" in writing) regardless of rental duration. Based on the calendar month in question.

REMOVAL: All removal costs and required maintenance of the rental unit shall be born by the "**Lessee**". "**Lessor**" has the right to remove the unit at any time after one week written notice has been given to the "**Lessee's**" involved in the agreement /rental

GOVERNING LAW: The law of the Province of Ontario shall govern the validity, performance, interpretation and the effect of this agreement.

AMENDMENTS: This contract may not be modified, nor rescinded, in any manner except by the written agreement of both the "**Lessee**" and the "**Lessor**."