

INROCK® CONTINUING GENERAL TERMS, CONDITIONS AND INDEMNITY AGREEMENT

In consideration for INROCK® renting and delivering materials and equipment at any and all points in time, Customer agrees to abide by all terms and conditions as set out herein, and further agrees to incorporate all bid proposals and invoices into this Agreement.

1. As a Service Contractor, INROCK®'s personnel will provide suggestions to make recommendations, in good faith, in order to assist in maximizing Customer's performance. It is understood that it is the Customer's responsibility at all times for any and all decisions relative to the production of the job. Customer understands that INROCK® is merely assisting in the use of the rented equipment and holds INROCK® harmless for any damages attributable to decisions made, whether such decisions were made in whole or in part based upon the recommendations of INROCK®.
2. Customer shall make payment to INROCK® for services and materials at the rates and under the conditions set forth in this Agreement including any bid proposals or invoices sent to Customer. Customer represents to INROCK® that it is solvent and able to pay its obligations hereunder when due. All payments shall be in Canadian dollars. INROCK® shall bill Customer at the address specified in its order on the completion of the work on a particular project, or monthly if the duration exceeds one month, and Customer shall pay INROCK® within thirty (30) days of date of invoice. Customer promises to pay INROCK® the full amount of the invoice together with interest on such amount outstanding from time to time thereon, which interest will accrue from thirty (30) days after the date of the invoice until paid at a rate of ten percent (10%) per annum. Customer's obligation for payment will commence when equipment departs INROCK®'s primary place of business and continue on a daily basis until returned to its place of business. Customer shall be liable for and agrees to pay the reasonable expense incurred by INROCK® in enforcing its rights and remedies, in retaking, holding, testing, repairing, improving, selling, leasing or disposing of the material or equipment covered hereby, or like expenses, including, without limitation, attorneys' fees and legal expenses incurred by INROCK®.
3. In the event of a breach of any term or condition set out in this Agreement, including the non-payment of any sums that become due and owing, INROCK® will have the right, but not the obligation, to make demand upon the General Contractor, Sub-Contractor, and/or the owner/lessee/easement holder of the property for satisfaction of all amounts due hereunder, and shall be entitled to any and all mechanic, builders' and materialman lien rights against real property as provided by law. Without waiver or limitation of any other right of INROCK® herein, in the event of any default by Customer in any of its obligations, Customer shall at its own expense return all equipment to INROCK®'s place of business. Acceptance of any returned equipment will, in no way, alter or affect the rights and remedies of INROCK® under this Agreement or as provided by law.
4. The tools and equipment of INROCK® are supplied to Customer at the request of Customer with the understanding that Customer is in complete control and custody of said equipment and that no other third party is in possession of same without the written

consent of INROCK®. Customer agrees not to sub-lease, assign, convey or pledge said equipment to any third party or entity without the prior written consent of INROCK®. Customer shall be responsible for all equipment repair, maintenance, spare parts and supplies used in normal operations and agrees to promptly pay upon being billed. Customer shall be responsible for all transportation charges to and from such facility, including import/export charges and taxes, if applicable. In the event Customer desires to return any of the materials and equipment in new condition sold to Customer, which INROCK® in its sole discretion may or may not accept, Customer agrees to pay a ten percent (10%) restocking charge based upon the original invoiced amount for such returned items.

5. NEITHER INROCK® NOR ITS EMPLOYEES SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY PERSON WHOMSOEVER FOR INJURY TO OR ILLNESS OR DEATH OF ANY EMPLOYEE OF CUSTOMER, ITS CUSTOMERS, CONTRACTORS OR SUB CONTRACTORS (OTHER THAN INROCK®), HOWEVER CAUSED, WHICH MAY ARISE THROUGH THE NEGLIGENCE OR OTHER LEGAL FAULT OF INROCK® OR ITS EMPLOYEES. THIS INCLUDES ANY LOSS, DAMAGE, LIABILITY, SUIT, CLAIM OR EXPENSE AS A RESULT OF SUCH INJURY, ILLNESS OR DEATH AND CUSTOMER AGREES TO INDEMNIFY AND HOLD INROCK® HARMLESS FROM ANY AND ALL SUCH CLAIMS.
6. THE PARTIES AGREE THAT INROCK® WILL NOT BE LIABLE TO CUSTOMER FOR INJURY TO CUSTOMER'S BUSINESS OR PROPERTY, ARISING OUT OF THE FAILURE OR DEFECTIVENESS OF ANY ITEM FURNISHED BY INROCK® PURSUANT TO THIS AGREEMENT, INCLUDING ALL CASES IN WHICH THE DEFECT, OR THE RESULTANT INJURY RESULTS FROM, THE DESIGN, MANUFACTURE, DISTRIBUTION, OR OPERATION OF ANY ITEM SUPPLIED UNDER THIS AGREEMENT, OR FROM THE FAILURE OF INROCK® TO PROVIDE TIMELY WARNINGS CONCERNING THE ITEMS SUPPLIED UNDER THIS AGREEMENT, WHETHER THAT FAILURE OR DEFECTIVENESS IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY. INROCK® SHALL NOT BE LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY CUSTOMER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CUSTOMER UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF INROCK®.
7. CUSTOMER HAS SOLE LIABILITY FOR, AND MUST REIMBURSE INROCK® FOR ALL EXPENSES, LOSSES, FINES AND PENALTIES OF EVERY TYPE, INCLUDING REASONABLE ATTORNEY'S FEES, IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AGENCY OR ENTITY BY VIRTUE OF CUSTOMER'S USE OR OPERATION OF ANY LEASED PROPERTY, OR BECAUSE OF THE FAILURE BY CUSTOMER TO PERFORM ANY OF THE TERMS AND CONDITIONS STATED HEREIN. CUSTOMER WILL PAY INROCK® EITHER THE COSTS OF REPAIR OR, IF THE TOOLS AND EQUIPMENT ARE NOT REPAIRABLE OR LOST, THE

REPLACEMENT VALUE OF INROCK®'S TOOLS AND EQUIPMENT LOST, OR IN ANY OTHER WAY NOT RETURNED TO INROCK® IN CONFORMITY WITH THIS AGREEMENT (INCLUDING COST OF TRANSPORTATION, CUSTOM FEES, INSURANCE, AND OTHER RELATED COSTS).

8. Customer hereby assigns and conveys to INROCK® any and all right, title, and interest that may exist in any entitlement to proceeds under any General Contractor or Sub-Contractor in connection with work performed where INROCK®'s equipment is used or any other bonds insuring Customer which may exist regardless of where INROCK®'s equipment is used. Customer further hereby assigns unto INROCK® any and all interest in and to any casualty or general liability insurance benefits, which may exist in connection with loss or damage to this equipment, including loss of business profit.
9. CUSTOMER SHALL EMPLOY AND HAVE ABSOLUTE CONTROL, SUPERVISION, AND RESPONSIBILITY OVER ANY OPERATIONS OR USERS OF THE LEASED PROPERTY. CUSTOMER MUST USE THE LEASED PROPERTY IN A CAREFUL AND PROPER MANNER. CUSTOMER AGREES THAT THE LEASED PROPERTY WILL BE USED IN ACCORDANCE WITH ANY APPLICABLE VENDOR'S OR MANUFACTURER'S MANUALS OR INSTRUCTIONS, BY COMPETENT AND FULLY QUALIFIED PERSONNEL ONLY. CUSTOMER AGREES TO REIMBURSE INROCK® IN FULL FOR ALL DAMAGES TO THE LEASED PROPERTY ARISING FROM ANY MISUSE OR NEGLIGENT ACT BY CUSTOMER, ITS EMPLOYEES OR ITS AGENTS. CUSTOMER SHALL NOT PERMIT ANY LEASED PROPERTY TO BE OPERATED OR USED IN VIOLATION OF ANY APPLICABLE FEDERAL, PROVINCIAL, OR LOCAL STATUTE, LAW, ORDINANCE, RULE, OR REGULATION RELATING TO THE POSSESSION, USE OR MAINTENANCE OF THE LEASED PROPERTY. CUSTOMER WILL INDEMNIFY AND HOLD INROCK® HARMLESS FROM ALL LIABILITIES, FINES, FORFEITURES, OR PENALTIES FOR VIOLATIONS OF ANY STATUTE, LAW, ORDINANCE, RULE OR REGULATION OF ANY DULY CONSTITUTED PUBLIC AUTHORITY.
10. THIS AGREEMENT CONSTITUTES A LEASE OF THE PROPERTY AND IS NOT A SALE OR THE CREATION OF A SECURITY INTEREST IN THE LEASED PROPERTY. INROCK® AT ALL TIMES RETAINS SOLE OWNERSHIP AND TITLE TO THE LEASED PROPERTY, AND CUSTOMER DOES NOT HAVE AND WILL NOT, AT ANY TIME, ACQUIRE ANY RIGHT, TITLE, OR INTEREST IN THE LEASED PROPERTY, EXCEPT THE RIGHT TO POSSESSION AND USE AS PROVIDED FOR IN THIS AGREEMENT. INROCK® SHALL NOT BE LIABLE TO CUSTOMER AND CUSTOMER SHALL INDEMNIFY AND HOLD INROCK® HARMLESS FROM AND AGAINST ANY CLAIMS FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES RESULTING FROM, OR ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, BREACH OF CONTRACT OR OTHERWISE, HOWEVER SAME MAY HAVE BEEN CAUSED.
11. INROCK® HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE EQUIPMENT CONVEYED UNDER THIS AGREEMENT. CUSTOMER EXPRESSLY DISCLAIMS THAT IT HAS CONTRACTED FOR OR

RECEIVED ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE EQUIPMENT UNDER THIS AGREEMENT. INROCK® EXPRESSLY DISCLAIMS THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND CUSTOMER EXPRESSLY DISCLAIMS THAT IT HAS CONTRACTED FOR OR RECEIVED ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT. THE EQUIPMENT UNDER THIS AGREEMENT IS DELIVERED "AS IS" AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. INROCK® AND CUSTOMER AGREE THAT NO ADDITIONAL WARRANTY SHALL APPLY WITH RESPECT TO THE EQUIPMENT WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OR IMPLIED CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. INROCK® warrants that the equipment furnished under this Agreement will conform to INROCK®'s published specifications in effect at the time, and be in good working order. In the event any article provided by INROCK® is defective upon delivery, INROCK® will repair or replace the part or parts shown to be defective. The above right to return the equipment for replacement equipment shall be the exclusive remedy of Customer. It is in lieu of all obligations or liabilities on the part of INROCK® for damages including, but not limited to consequential damages in connection with the delivery, repair, use, or performance of the equipment.
13. CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT SUPPLIED BY INROCK® WAS MANUFACTURED BY AN UNRELATED THIRD PARTY AND INROCK® MAKES NO REPRESENTATION AS TO ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE DEFECTIVE PRODUCT WILL BE MADE AGAINST THE MANUFACTURER OF THIS PRODUCT AND CUSTOMER WILL MAKE NO DEMAND UPON INROCK® FOR PAYMENT OF SAID SUMS, AND WILL FURTHER AGREE TO INDEMNIFY AND HOLD INROCK® HARMLESS FROM ANY AND ALL CLAIMS ASSOCIATED WITH ANY ALLEGED PRODUCT DEFECT.
14. CUSTOMER SHALL NOT CREATE OR PERMIT ANY LIENS TO BE IMPOSED UPON ANY EQUIPMENT LEASED TO CUSTOMER AND CUSTOMER AGREES TO INDEMNIFY AND HOLD INROCK® HARMLESS FROM ALL LIENS CREATED ON THE TOOLS AND EQUIPMENT RENTED HEREUNDER. CUSTOMER WILL PAY ALL REASONABLE FEES ASSOCIATED WITH OBTAINING POSSESSION OF SAID EQUIPMENT, INCLUDING RENTAL CHARGES ACCRUED DURING THE RECOVERY PROCESS. SHOULD CUSTOMER VIOLATE ANY TERMS OF THIS AGREEMENT, BECOME BANKRUPT, INSOLVENT, BE PLACED IN RECEIVERSHIP OR SHOULD ANY CREDITOR OR OTHER PERSON OR ENTITY ATTACH OR LEVY ON INROCK®'s EQUIPMENT, INROCK® SHALL IMMEDIATELY HAVE THE RIGHT, BUT NOT THE OBLIGATION, WITHOUT NOTICE, TO ENTER ANY PREMISES WHERE THE EQUIPMENT MAY BE FOUND, TO RETAKE AND REMOVE SAME AND WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE OR LOSS AS A RESULT THEREOF. CUSTOMER AGREES TO MAINTAIN INSURANCE IN FULL FORCE AND EFFECT AGAINST LOSS, THEFT, DAMAGE, OR DESTRUCTION OF THE LEASED PROPERTY.

15. This Continuing General Terms, Conditions and Indemnity Agreement shall be interpreted in accordance with, and shall be governed by, the laws of the Province of Alberta and the Federal laws of Canada applicable therein, without regard to any conflicts of laws or principles that could require application of any other law. INROCK® and Customer irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta and all Courts of Appeal therefrom with respect to any matters set forth herein.

Agreed and Accepted on this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____