Trinity Power Corporation

Rental Agreement General Terms and Conditions

1. RENTAL: Trinity Power Corporation **("Trinity")** rents the personal property **("Equipment")** described in the attached Rental Agreement **("Rental Agreement")** to Customer. The Rental Agreement and these General Terms and Conditions are together defined as the **Agreement**. Trinity and Customer are together defined as the **Parties.**

2. RENTAL PERIOD: The rental period starts upon the shipment of the Equipment to Customer and shall terminate when Equipment is returned to Trinity.

3. AMOUNTS PAYABLE: Customer shall pay Trinity the rent plus applicable taxes plus Additional Charges (as defined below) for the duration of the rental period as follows:

a. The rent for the Equipment is specified in the Rental Agreement. If the rent is not specified or if Equipment is substituted, the rent is equal to market rates.
b. Customer shall pay rent and Additional Charges by direct deposit/electronic fund transfer, cheque, or credit card (an additional 3% service fee shall apply). If credit card information is supplied, Customer agrees to allow Trinity to charge Customer's credit card for all rent, taxes, and Additional Charges and fees upon being invoiced.
c. Customer shall pay rent on a weekly (defined as 7 days) or monthly (defined as 28 days) basis, as specified in the Agreement, without any discount if the Equipment is returned to Trinity before the end of each weekly or monthly period. Customer shall pay a minimum of one week or one month rental (as applicable).
d. Where a minimum rental length (or guaranteed period) is specified in the Rental Agreement, Customer shall pay the full amount of rent for the entire period specified without any discount if the Equipment is returned to Trinity before the end of such period. After the minimum rental length, section 3(c) shall apply.
e. The rent due and owing shall not be reduced or deducted for any reason.
f. Additional Charges shall be payable immediately upon receipt and are defined as charges, fees, assessments, rates, repair costs, expenses, damages, loss, and costs incurred or suffered by Trinity resulting from Customer's obligations under this Agreement, and any other amounts owing by Customer under this Agreement, including all license fees, encumbrances, and assessments imposed on the rental.
g. In the event of cancellation or delay, Customer shall pay Trinity all costs it incurs under this Agreement, including but not limited to costs related shipping (subject to

section 4), storage, cleaning and repair, labour (whether by Trinity or others), inspections, materials, testing, preparation of Equipment, certifications, and project management.

4. SHIPPING/INSTALLATION/OTHER CHARGES: Customer agrees to pay all costs and expenses related to preparing, handling, storing, and transporting the Equipment. If Customer requests that Trinity perform any services, Customer agrees to pay Trinity costs and expenses at market rates (plus applicable taxes and charges), notwithstanding a specific quote or estimate provided to Customer in the Rental Agreement (which are estimates that should not be relied on and shall not bind Trinity in any event). Such rates may be adjusted due to overtime, labour availability, weather, urgency, extraordinary circumstances, delays, circumstances out of Trinity's control, or for any reasonable reason determined by Trinity.

5. TIMING OF PAYMENT: Customer will punctually pay all rent, taxes, and any other amounts owing to Trinity under this Agreement and no later than 30 days of Trinity delivering an invoice to Customer, unless otherwise specified in the Agreement. All overdue payments shall bear interest at the rate of eighteen (18%) percent per annum (1.5% per month), but recovery or waiver of such interest will not waive any of Trinity's rights under this Agreement including termination for non-payment. Trinity may require Customer to pay an advance deposit to be applied to the rent and any other amounts owing to Trinity. Time is of the essence of this Agreement.

6. APPLICATION OF PAYMENT: Trinity has the right to apply any and all payments received by Customer to any amount owing by Customer to Trinity as Trinity may elect, including other contracts between Customer and Trinity.

7. DELIVERY: Before or upon the delivery of the Equipment to Customer, Customer may require an inspection of the Equipment. If Customer takes delivery of the Equipment, the Equipment is conclusively presumed to be in good working condition and be in accordance with this Agreement when delivered to the location directed by Customer. Customer's right of inspection shall be in lieu of any warranties or guarantees and notwithstanding anything else contained in the Rental Agreement or represented to Customer, it is agreed by the Parties that notwithstanding any other term of the Agreement, Trinity makes no representation, warranty, or guarantee whatsoever related to the Equipment, its condition, operation, quality, fitness or suitability for a particular purpose, or its performance. Trinity may substitute any comparable Equipment and Equipment (or its substitutes) is subject to availability. Other than substitutions, discrepancies between the packing list or the Rental Agreement and the actual shipment to Customer must be reported immediately to Trinity

upon receipt of the Equipment; otherwise, Customer is conclusively deemed to have received the items on the packing list or Rental Agreement.

8. AVAILABILITY: Trinity reserves the right to substitute Equipment at an equal or greater value and will not be responsible if an item of Equipment is unavailable for the rental period.

9. INSPECTION AFTER DELIVERY: Customer may arrange with Trinity to inspect the Equipment at its expense. Upon reasonable notice, Trinity shall at any and all times have the right to enter into and upon the premises or place where the Equipment may be located for the purpose of inspecting the same or observing its use, provided Trinity will make reasonable efforts not to interrupt Customer's business unless necessary.

10. MAINTENANCE AND OPERATION: Customer shall safely use, operate, and maintain the Equipment (including performing regularly scheduled maintenance) in a good operating order, repair, and appearance, all in accordance with the recommendations of Trinity and the manufacturer, and all at Customer's cost. Customer represents it is familiar with the Equipment's prudent operation and use. Only competent and qualified individuals shall move and operate the Equipment. Customer assumes full responsibility for ensuring the safe operation of the Equipment for its intended purpose and full responsibility for any costs or expenses resulting from operating and maintaining the Equipment. Customer shall only use qualified persons approved by Trinity to repair or alter the Equipment, and shall not repair or alter the Equipment without Trinity's consent. All repairs, replacement parts, supplies,attachments, etc. furnished or affixed to the Equipment shall become Trinity's property.

11. REPAIRS AND REPLACEMENT: During the rental period, Customer agrees to immediately inform Trinity of any suspected, anticipated, or actual malfunction, loss, damage, destruction, misplacement, or theft to the Equipment, and:

a. <u>If the Equipment is damaged</u> (in Trinity's sole opinion), Customer agrees that Trinity, or whom Trinity may direct, may effect such repairs Trinity deems advisable in its sole opinion and Customer shall pay Trinity the actual cost for all such repairs immediately upon receipt of an invoice from Trinity.
b. <u>If the Equipment is lost, destroyed, stolen, misplaced, damaged beyond economic repair</u> or damaged beyond repair (in Trinity's opinion), Customer shall pay the fair market value or actual cost of replacing the Equipment, whichever Trinity elects, to Trinity immediately upon receipt of an invoice from Trinity.

In either of these events (i) Customer agrees to pay rent on the Equipment until the Equipment is fully repaired and/or the entire replacement or repair cost is received by Trinity, and (ii) without restricting any other remedy or right, Trinity may, at its option, terminate this Agreement and repossess the Equipment.

12. CUSTOMER'S OBLIGATIONS: Customer shall:

a. be responsible for installing and maintaining the Equipment, unless agreed to in writing;
b. only use the Equipment for the purpose it is being rented, only in the conduct of Customer's business, and not contrary to any instructions provided to Customer by Trinity at any time;
c. comply with all laws, regulations, and directions by a governmental entity in relation to Customer's use of the Equipment at its sole cost;
d. undertake all work, permits and inspections associated with the operation, installation, connection, disconnection, loading and offloading, and removal of the Equipment at Customer's location, unless otherwise agreed to in writing;
e. always keep the Equipment in its possession and control and not remove the Equipment from the designated address provided by Customer without Trinity's written consent, unless returning the Equipment to Trinity;
f. notify the landlord of the location where the Equipment is kept that such Equipment is the property of Trinity and not Customer;
g. give Trinity immediate notice of any attachment or lien or other judicial process, which affects or may affect the Equipment;
h. advise Trinity of the exact location of Equipment when requested by Trinity;
i. keep the Equipment free and clear of all levies, liens, and encumbrances and shall immediately give Trinity notice in case the Equipment is levied, liened, encumbered, or seized;
j. not sublet, assign, or lend the Equipment to anyone other than Customer without the written consent of Trinity, which consent may be unreasonably refused;
k. ensure electrical terminations and grounding of the Equipment in accordance with all local legal requirements;
l. ensure the commissioning (energization and testing procedures) of the Equipment;
m. not pledge or allow the Equipment or accessories to be pledged or encumbered by mortgage; and
n. not remove, alter, disfigure, or cover up any numbering, lettering, or graphics on the Equipment, or affix anything to the Equipment without Trinity's written consent.

13. PERSONAL PROPERTY: Customer shall not take title to or legal interest in

Equipment. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to, or embedded in, or permanently resting upon, real property or any building thereof or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. Customer acknowledges that any property of Trinity that is affixed or attached to any other property is solely for the better use of Trinity's property.

14. INSURANCE: Customer agrees to maintain at its own expense, general liability, "all risks" physical damage insurance, including flood, earthquake, loss of rent, and any other insurances required to indemnify Trinity against any loss to or of the Equipment to the extent of new replacement value at the date of replacement or cash equivalent, such insurance coverage shall sufficiently cover the interest of Trinity in said equipment. This insurance shall be kept in full force and effect from the time the Equipment is leased out to the Customer or is shipped by Trinity until Customer returns it to Trinity during Trinity's normal business hours with Trinity's acknowledgment. Customer will, on demand, furnish Trinity with a Certificate of Insurance evidencing the applicable insurance coverage. Such certificate(s) shall include general liability limits of not less than $5,000,000 per occurrence, property replacement insurance to cover full replacement value or cash equivalent of all rented equipment as outlined on the related quotation and shall be endorsed to include Trinity Power Corporation as an additional insured with respect to liability and/or loss payee with respect to the Equipment that is being leased and provide that the applicable insurance policies may not be cancelled or materially modified except on thirty (30) days written notice to Trinity. Customer shall, immediately on demand, deliver certificates of insurance, police reports, and any other information related to any potential or actual insurance claims. Customer shall maintain appropriate workers compensation insurance for its employees and agents during the rental period. Any payments made under the insurance policy shall be to the benefit of Trinity.

If Customer fails to keep and maintain said insurance during the rental period, Trinity, at its option, may effect such insurance and Customer shall pay Trinity all fees, costs, expenses, assessments, charges, deductibles, and taxes in relation to exercising this option upon Trinity invoicing the Customer as Additional Charges.

15. GENERATORS AND EQUIPMENT USING OIL: If Customer rents a generator or other Equipment that uses oil or other fluids for its mechanical operation:

a. Customer shall be responsible to provide and install appropriate spill containment using approved methods to ensure leakage of fluids / fuels from Equipment are

contained.

b. Installation of spill containment for the Equipment shall be at the sole discretion and responsibility of Customer.
c. Trinity shall not be responsible for any damages, cost, loss, or contamination related to pollution or contamination or hazardous discharge for any reason whatsoever.
d. Unless specified in the Rental Agreement, Customer shall supply all fuel and check to ensure all coolant and oil and fluid levels are maintained at all times.
e. If Trinity is undertaking required scheduled maintenance, Customer shall advise Trinity with appropriate notice of pending service time and date per the requirements of the individual items of the Equipment, based upon the specific maximum hours of operation before servicing as instructed by Trinity.
f. Equipment shall be returned to Trinity with the same level of oil/fluids as was delivered to Customer.

16. RETURN OF EQUIPMENT: At its expense, Customer must return the Equipment and its appurtenances to Trinity or where Trinity may reasonably direct at the end of the rental period (or at such other time agreed to by Trinity and Customer) in a clean state, in good repair, and in good condition, and no less than the same condition the Equipment was in when shipped by Trinity to Customer (ordinary wear and tear excepted). If Equipment is not returned in such manner, Customer shall pay Trinity for all costs related to cleaning, repairing, or replacing the Equipment, as required. Customer shall pay Trinity full replacement of cable that is damaged or length compromised. Trinity may require the return of the Equipment at any time on demand for any past, ongoing, or anticipated breach of the Agreement, as solely determined by Trinity.

17. DEFAULT: If Customer fails to make any payment when due, becomes or threatens to become bankrupt or insolvent or subject to receivership proceedings, fails to comply with any of its covenants or obligations under this Agreement, or if the Equipment is lost, damaged, stolen, destroyed, or seized, Customer shall be in default and in addition to any other remedy or right, Trinity may at its option terminate this Agreement and in addition to any remedy and right it has under this Agreement, Trinity may:

a. upon default, require Customer to return the Equipment or permit Trinity to enter the premises containing the Equipment and repossess it without being liable for trespass and pay Trinity all costs incurred for the same on a full indemnification basis;
b. at Customer’s expense, perform any of Customer’s covenants or obligations under this Agreement or at law, and do all acts and make all expenditures to accomplish the same if Customer fails or neglects to do so in the sole opinion of Trinity, acting reasonably; and

c. recover from Customer as debt, and Customer shall immediately pay Trinity upon being invoiced or on demand, all amounts under (a) and (b), as well as for any amounts due and owing to Trinity, loss of profit, loss of business, expenses (including actual legal costs on a full indemnification basis), and damages incurred by Trinity arising from such default, enforcing this Agreement or any of Trinity's rights under this Agreement, including collecting any amount owed by Customer to Trinity.

18. RISK, INDEMNITY, RELEASE, AND LIMITATION OF LIABILITY:

1. The Equipment shall be at the risk of Customer at all times and Customer shall be responsible for all risks, loss, damages, and liabilities for any and every cause arising out of Customer's use of the Equipment whatsoever, including damages (consequential or otherwise), economic loss, and loss for injuries and death.
2. CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS TRINITY, ITS AGENTS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (THE "**TRINITY PARTIES**") AGAINST ANY AND ALL LOSS, ACTIONS, SEIZURES, COST, PROCEEDINGS, PENALTIES, LIABILITIES, ACTIONS, DEFAULT, EXPENSES, PENALTIES, DAMAGES, CONDEMNATIONS, AND LEGAL COSTS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING LEGAL COSTS ON A FULL INDEMNIFICATION BASIS, WHICH THE TRINITY PARTIES MAY AT ANY TIME BE REQUIRED TO PAY OR MAY INCUR OR SUFFER OR MAY BE THREATENED OR IMPOSED ON, INCURRED, OR ASSERTED AGAINST THE TRINITY PARTIES, WHETHER FOR PERSONAL INJURIES (INCLUDING DEATH), NEGLIGENCE, CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST USE, LOST INVENTORY OR PROPERTY, LOST BUSINESS OPPORTUNITIES, BUSINESS DISRUPTION, LOST REVENUE), PUNITIVE DAMAGE, ECONOMIC LOSS, AND/OR PROPERTY DAMAGE SUFFERED BY ANY PERSON OR IN ANY WAY ARISING OUT OF THIS AGREEMENT OR THE RENTAL, DELIVERY, OPERATION, USE, MAINTENANCE, HANDLING, TRANSPORTATION, OR REPOSSESSION OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO (A) ARISING OUT OF EQUIPMENT FAILURE OR DAMAGE OR DISRUPTION, (B) ARISING OUT OF POLLUTION OR CONTAMINATION OR HAZARDOUS MATERIALS ORIGINATING OR FROM OR CAUSED BY THE EQUIPMENT. CUSTOMER SHALL TAKE UP THE DEFENSE IN ALL JUDICIAL PROCEEDINGS THAT MAY BE TAKEN AGAINST THE TRINITY PARTIES IN THIS REGARD; INCLUDING ANY CLAIMS RELATING TO THE RELEASE OF CONTAMINATES INTO THE ATMOSPHERE, BUILDINGS, WATER, GROUND OR STORM AND SEWAGE SYSTEMS AND SHALL PAY ALL ACTUAL LEGAL COSTS ON A FULL INDEMNIFICATION BASIS RESULTING THEREFROM. NO MODIFICATION OF

THIS INDEMNITY SHALL BE EFFECTIVE UNLESS THE SAME BE IN WRITING AND SIGNED BY CUSTOMER AND TRINITY.

3. IN ALL CASES, INCLUDING ANY CLAIMS OF NEGLIGENCE OR IN TORT OR BREACH OF CONTRACT, TRINITY'S LIABILITY TO CUSTOMER ARISING OUT OF THIS AGREEMENT IS LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT NOT GREATER THAN THE AMOUNT PAID BY CUSTOMER TO TRINITY AS RENT UNDER THIS AGREEMENT OR $5,000, WHICHEVER IS LESS.</u
4. Customer is solely responsible for the Equipment's use, however caused, including but not limited to any breakdown or failure or consequences of operating the Equipment, or Equipment defects, and is solely responsible for any resulting costs, expenses, liabilities, claims, liens, suits, loss, or damage, the risk of which shall remain with the Customer until the Equipment has been returned to Trinity. CUSTOMER HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE TRINITY PARTIES FROM, AND THE TRINITY PARTIES HALL NOT BE RESPONSIBLE FOR, ANY AND ALL LOSSES, COSTS, CLAIMS, CAUSES OF ACTION, OR DAMAGES (INCLUDING CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES) IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR STATUTE OR OTHERWISE, OR FOR ANY INJURY, DEATH, DELAY, COST, EXPENSE, BUSINESS INTERRUPTION, LOSS OF PROFITS, LOST OR DAMAGED INVENTORY, THIRD PARTY COSTS, OR DAMAGE OF ANY KIND WHICH CUSTOMER OR THIRD PARTY MAY SUFFER EITHER DIRECTLY OR INDIRECTLY, ARISING FROM THE DELIVERY, DELAY IN DELIVERY, INSTALLATION, OPERATION, BREAKAGE, FAILURE, USE, CONDITION, OR MISUSE OF THE EQUIPMENT OR ITS SUITABILITY FOR CUSTOMER'S REQUIREMENTS, INCLUDING NEGLIGENCE ON BEHALF OF ANY OF THE TRINITY PARTIES.
5. Trinity shall not be responsible to Customer and incur no liability whatsoever for any delay, event, or failure to deliver any of its obligations hereunder by reason of strike, lockout, threat of strike or lockout, fire, flood, interruption or delay in manufacture or transportation, act of nature, war, insurrection, mob violence, requirement of governmental authorities, embargo, shortage of labour, equipment or materials, plant breakdown, Equipment failure, Equipment defects, or any other cause within or beyond the control of Trinity whether or not such causes of delay or failure are in existence whether or not known to Trinity at the time of completing of this Agreement.

19. GOOD FAITH: Except where indicated, each of the Parties agree to act, and cause their respective agents or appointees within their power and/or control, to act, in good faith, reasonably and promptly, having regard to their rights and obligations as set out in this Agreement. All disputes between the Parties arising under this Agreement shall be resolved first by good faith negotiations between principals of the Parties.

20. NOTICE: All communications to be given under this Agreement shall be in writing and will be deemed to be properly given if transmitted by facsimile transmission, emailed, or delivered to the address of the party directly, and will be deemed to have been received, if transmitted by facsimile transmission or email on the day such facsimile or email was sent, or if physically delivered, upon the date of actual delivery. Such communication will be sent to the address of the Parties as set out in the Rental Agreement, or by which the Parties have previously communicated, or as otherwise directed.

21. NON-WAIVER: Trinity's failure at any time to require strict performance by Customer of any of the provisions hereof shall not waive or diminish Trinity's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

22. SEVERABILITY: Each section of this Agreement is severable. If any provision or portion of a provision of this Agreement is held unenforceable, the Parties agree that such provision shall be enforced to the fullest extent permissible by the laws of British Columbia.

23. ENTIRE AGREEMENT AND CONFLICTS: These General Terms and Conditions, along with the Rental Agreement, and any Addendum attached, constitute the entire Agreement between Trinity and Customer and it shall not be amended, altered, or changed except agreed to in writing. If there is a conflict or ambiguity between these General Terms and Conditions and the Rental Agreement, the Rental Agreement shall govern.

24. LAW: The law of British Columbia governs the interpretation and all other aspects of this Agreement and Customer hereby attorns to the exclusive jurisdiction of the courts of British Columbia. The headings in this Agreement form no part of the Agreement and shall be deemed to have been inserted for convenience only. This Agreement shall ensure to the benefit of, and be binding upon, the Parties as well as their respective executors, administrators, representatives, successors, and permitted assigns.

25. AUTHORITY: By signing the Rental Agreement, Customer representative warrants that it has capacity and full legal authority to sign on behalf of Customer and bind Customer to the terms of this Agreement. If Customer consists of more than one person, the obligations and liabilities under this Agreement shall be joint and several.

26. LOSS DAMAGE WAIVER ("LDW"): This section only applies if Customer elects to accept the LDW on the Rental Agreement by marking the appropriate box, and pays the additional LDW Fee and deductible:

a. Customer shall pay the LDW Fee as invoiced, and calculated as 10% of the rent and Additional Charges per invoice. The minimum charge is $30 per week, or $90 per month.
b. Trinity will waive the first claim against Customer's insurance as outlined in section 14 of these General Terms and Conditions only for accidental loss or damage to the Equipment only during normal and careful use except as provided below, and provided that the following conditions are strictly observed:
    - (i) Customer shall give Trinity notice (written notice if requested) within 24 hours of Customer discovering the loss or damage, including a description of the Equipment involved;
    - (ii) if the cause of loss or damage is caused by a criminal act or an act of trespass, Customer shall promptly report it to the appropriate law enforcement agency;
    - (iii) Customer shall cooperate in performing all acts and requests required by Trinity and its insurer, including permitting Trinity, its insurers, and agents to access and inspect the Equipment; and
    - (iv) Customer shall take all reasonable steps to protect the Equipment at and after a loss or damage to avoid further loss or damage.
c. Customer is still obligated to maintain the insurance specified in section 14, except for insurance covering loss or damage to the Equipment.
d. If Customer notifies Trinity of loss or damage, Customer shall pay a deductible amounting to 2.5% of the value of the Equipment, subject to a minimum of $2,500 except for a $25,000 minimum for flood damage and $100,000 for earthquake damage.

Notwithstanding Customer's acceptance of the LDW, Customer acknowledges that LDW is not a warranty and Customer will be liable for all resulting loss or damage to the Equipment and expense of Trinity, to the extent it: (i) is not accidental or results from negligence of Customer which includes, but is not limited to, the use or operation of the Equipment in a reckless or abusive manner, or intentional damage to the Equipment by Customer or by Customer's permission, or (ii) occurs under any of the following circumstances:

1. Theft or intentional damage or loss caused by employees of Customer or of people to whom the Equipment is entrusted;
2. Loss or damage due to war or warlike action;
3. Loss or damage due to indirect or direct acts of terrorism including involving nuclear, pathogenic, poisonous biological or chemical materials;
4. Loss or damage associated with Equipment being overloaded, change in temperature, operated above rated capacity, or if operating instructions are not followed;

5. Use of Equipment by unqualified, unsuited, or incompetent operators;
6. Loss or damage due to operation of the Equipment, including mechanical or electrical breakdown or failure, Equipment defects, or for loss of power or power interruption including blackout, wear and tear, inherent defect or vice, breakdown or failure;
7. Loss or damage caused by gradual deterioration, rodents, insects or vermin, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature; or
8. Loss or damage while the Equipment is airborne, underground, underwater, or while operating over ice or muskeg.