



## Trailer Wizards Ltd Confidential Credit Application and Agreement

This Credit Application/Agreement to Trailer Wizards Ltd. must be fully completed, signed and returned before your credit request can be considered. This agreement governs all sales to you of Trailer Wizards Ltd. products/services on Terms and Conditions set forth by Trailer Wizards Ltd. Sales representatives or agents of Trailer Wizards Ltd. are not authorized to amend or change the terms of sale or other terms and conditions of this agreement.

| General Business Details                                                |                                    |                                                                                                                            |                                                   |
|-------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Legal Name of Business</b>                                           |                                    | <b>Web Address</b>                                                                                                         |                                                   |
| <b>Trade Name/Style</b>                                                 |                                    | <b>Social Insurance No.</b>                                                                                                |                                                   |
| <b>Address</b>                                                          |                                    | <b>Telephone</b> (    )                                                                                                    |                                                   |
| <i>Street</i>                                                           |                                    | <b>Fax</b> (    )                                                                                                          |                                                   |
| <i>City, Prov</i>                                                       |                                    | <b>Cell</b> (    )                                                                                                         |                                                   |
| <i>Postal</i>                                                           |                                    |                                                                                                                            |                                                   |
| <i>How long at this address</i>                                         | <i>Is location owned/rented</i>    | <i>Has this company or its Directors or predecessor Company(s) ever been in receivership or CCAA filings</i> Yes      Date |                                                   |
| <i>Nature of Business</i>                                               |                                    | <i>Date Established</i>                                                                                                    | <i>Do you require purchase orders</i> Yes      No |
| <i>Legal form of business</i> Corporation – Proprietorship – Non Profit |                                    | <i>Province or Jurisdiction of Incorporation</i>                                                                           |                                                   |
| Ownership Details                                                       |                                    |                                                                                                                            |                                                   |
| <i>Principal Owner/shareholder</i>                                      | <i>Home Address – Street, City</i> | <i>Title</i>                                                                                                               | <i>Cell</i> (    )                                |
| <i>Other Officers</i>                                                   | <i>Home Address – Street, City</i> | <i>Title</i>                                                                                                               | <i>Cell</i> (    )                                |
| <i>Dispatch - Contact</i>                                               | <i>Phone</i> (    )                | <i>E-mail</i>                                                                                                              |                                                   |
| <i>AP - Contact</i>                                                     | <i>Phone</i> (    )                | <i>E-mail</i>                                                                                                              |                                                   |
| Major Trade References                                                  |                                    |                                                                                                                            |                                                   |
| <i>Name</i>                                                             | <i>Phone</i>                       | <i>Fax</i>                                                                                                                 | <i>E-mail</i>                                     |
| <i>Name</i>                                                             | <i>Phone</i>                       | <i>Fax</i>                                                                                                                 | <i>E-mail</i>                                     |
| <i>Do you Factor any Receivables</i><br>Yes      No                     | <i>Factoring Co. Name</i>          | <i>Fax</i>                                                                                                                 | <i>E-mail</i>                                     |
| Credit Information                                                      |                                    |                                                                                                                            |                                                   |
| <i>Annual Sales</i>                                                     | <i># of Employee</i>               | <i>Customers – Please list 2 of your major customers.</i>                                                                  |                                                   |
| <i>Banking Information</i>                                              |                                    | <i>Name</i>                                                                                                                |                                                   |
| <i>Bank Name</i>                                                        |                                    | <i>Phone</i>                                                                                                               |                                                   |
| <i>City, Prov</i>                                                       |                                    | <i>E-mail</i>                                                                                                              |                                                   |
| <i>Transit No</i>                                                       |                                    | <i>Name</i>                                                                                                                |                                                   |
| <i>Phone</i>                                                            |                                    | <i>Phone</i>                                                                                                               |                                                   |
|                                                                         |                                    | <i>E-mail</i>                                                                                                              |                                                   |



## Trailer Wizards Ltd Confidential Credit Application and Agreement

Between:

**TRAILER WIZARDS LTD. ("Trailer Wizards")**  
And

⇒ ⇒ \_\_\_\_\_ (**"Applicant"**)  
Print Company Legal Name

This agreement governs all sales to the Applicant of Trailer Wizards products and services by Trailer Wizards to the Applicant. The Applicant hereby agrees as follows:

1. Applicant has authority to enter into this agreement. Any person signing it on the Applicant's behalf has been duly authorized to execute agreements for the purchaser.
2. The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit.
3. The Terms and Conditions of this Agreement may not be converted without the written consent of Trailer Wizards Credit Manager.
4. Any amount due from the Applicant to Trailer Wizards is due and payable upon receipt of invoice.
5. Accounts not paid by the due date are subject to an interest charge from the date of maturity at the rate of 26.82% per annum. Disputes on Invoices or Pricing must be made in writing to Trailer Wizards Ltd within 30 days of the date of the invoice.
6. Returned Payments will be subject to a \$35.00 service charge.
7. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
8. Applicant will reimburse Trailer Wizards for all cost incurred in collecting any unpaid amounts including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of Trailer Wizards property.
9. The Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Applicant to any credit reporting agency or to any person with whom the Applicant has or proposed to have financial relations.
10. The Applicant hereby grants to Trailer Wizards a Security Interest in all goods supplied to the Applicant and over all of the Applicants Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations to Trailer Wizards.
11. In Quebec, The Applicant, as of this date, grants in favour of Trailer Wizards as security for the outstanding indebtedness of any money owed to Trailer Wizards and in order to ensure the fulfilment of all the obligations resulting from said indebtedness, a universal movable hypothec to the extent of the sum of \$25,000 on all of its present and future movable property such as on all the equipment, machinery, fixtures, furniture, inventory, accounts receivables and/or any present or future movable property the Applicant may own.
12. The Applicant hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest herein.
13. The Applicant agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
14. The Applicant and Co-Applicant shall be jointly and severally (solidarily in Quebec) liable for this account.
15. The parties have expressly requested that the present agreement and supporting documents and/or correspondence be drafted in the English language. Les parties ont expressément requis que la présente entente, toute autre entente ancillaire et correspondance soient rédigées en anglais.

**X**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name and Position

\_\_\_\_\_  
Date

Between:

**TRAILER WIZARDS LTD. ("Trailer Wizards")**

**And**



**("Co-Applicant")**

Print Personal Name and Date of Birth

This agreement governs all sales to the Co-Applicant of Trailer Wizards products and services by Trailer Wizards to the Co-Applicant. The Co-Applicant hereby agrees as follows:

1. Co-Applicant has authority to enter into this agreement. Any person signing it on the Co-Applicant's behalf has been duly authorized to execute agreements for the purchaser.
2. The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit.
3. The Terms and Conditions of this Agreement may not be converted without the written consent of Trailer Wizards Credit Manager.
4. Any amount due from the Co-Applicant to Trailer Wizards is due and payable upon receipt of invoice.
5. Accounts not paid by the due date are subject to an interest charge from the date of maturity at the rate of 26.82% per annum. Disputes on Invoices or Pricing must be made in writing to Trailer Wizards Ltd within 30 days of the date of the invoice.
6. Returned Payments will be subject to a \$35.00 service charge.
7. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
8. Co-Applicant will reimburse Trailer Wizards for all cost incurred in collecting any unpaid amounts including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of Trailer Wizards property.
9. The Co-Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Co-Applicant to any credit reporting agency or to any person with whom the Co-Applicant has or proposed to have financial relations.
10. The Co - Applicant hereby grants to Trailer Wizards a Security Interest in all goods supplied to the Co - Applicant and over all of the Co - Applicants Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations to Trailer Wizards.
11. In Quebec, The Co - Applicant, as of this date, grants in favour of Trailer Wizards as security for the outstanding indebtedness of any money owed to Trailer Wizards and in order to ensure the fulfilment of all the obligations resulting from said indebtedness, a universal movable hypothec to the extent of the sum of \$25,000 on all of its present and future movable property such as on all the equipment, machinery, fixtures, furniture, inventory, accounts receivables and/or any present or future movable property the Applicant may own.
12. The Co - Applicant hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest herein.
13. The Co - Applicant agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
14. The Applicant and Co-Applicant shall be jointly and severally (solidarily in Quebec) liable for this account.
15. The parties have expressly requested that the present agreement and supporting documents and/or correspondence be drafted in the English language. Les parties ont expressément requis que la présente entente, toute autre entente ancillaire et correspondance soient rédigées en anglais.

**X**

Signed

Print Name

Date

All Rental Agreements entered into are subject to and incorporate these Standard Rental Terms and Conditions. The Renter acknowledges having received and read these Standard Rental Terms and Conditions and agrees to be bound by them as part of and in conjunction with every Rental Agreement entered into.

## 1. Definitions.

- 1.1 "Trailer Wizards" means and includes Lions Gate Trailers Ltd., Trailer Wizards Ltd., Provincial Capital Corporation and Provincial Trailer Rentals and any successor and assignees thereof.
- 1.2 "Renter" means applicant, co-applicant, account holder, co-account holder, customer, its agents, successors or assigns.
- 1.3 "SRTC" means Standard Rental Terms and Conditions
- 1.4 "Trailer" means the equipment specified in a Rental Agreement together with all present or after required replacement parts and equipment, accessories and additions attached thereto or used in conjunction therewith.

2. **Right of possession and use.** The Renter does not acquire any right, title, equity or interest in or to the Trailer, except the right of possession and use of the Trailer, provided the Renter is not in default of the SRTC, Rental Agreement, or Credit Terms. The Renter may not claim or attempt to claim any capital cost allowance or depreciation in respect of the Trailer.
3. **Licenses and permits.** The Trailer is validly licensed for the Province within which delivery to the Renter occurs. The Renter shall be responsible for all additional licenses, permits or other certificates as may be required by law whether, Federal, Provincial, Municipal or otherwise, for the lawful operation of the Trailer in any Province in which it may be operated. The Renter shall name Trailer Wizards the owner of the Trailer in any application for any license, permit or other certificate.
4. **Assignment.** Trailer Wizards shall have the right to assign any or all of its rights, obligations, title and interests under this agreement, and its obligation for notice to Renter is limited to written notification to their common place of business. Customer shall pay all rent and other amounts due under the rental agreement to such specified assignee or as instructed by Trailer Wizards. Any assignee shall have all rights and remedies possessed by or available to Trailer Wizards as if no such assignment had occurred.

This Rental Agreement may be assigned by way of security to the HSBC Bank Canada and/or CIBC and other lenders, and will then be subject to security agreements between Trailer Wizards Ltd. and HSBC Bank Canada and/or CIBC and other lenders.

The Renter may not assign any of its rights under the Rental Agreement.

5. **Safety compliance.** Trailer Wizards advises that at the time the Rental Agreement is produced, the Trailer is in compliance with the safety and equipment standards specified by applicable federal, provincial or municipal laws or regulation, and has a valid Inspection decal.
6. **Risk.** Trailers shall be at the risk of the Renter, and the Renter shall at its own expense maintain and replace all badly worn or broken parts, and furnish all oils and lubricants required for normal operation.
7. **Inspections.** The Renter is obligated to inspect each and every Trailer rented from Trailer Wizards confirming that the Trailer is in satisfactory condition, and noting any damage on the Rental Agreement at the inception of the rental period.

The Renter is responsible for perform all pre-trip inspections, according to the provisions of the Commercial Vehicle Safety Alliance standard, and do all adjustments on the Trailer including but not limited to, maintaining the oil level on all axels, repairing any flat, damaged, or worn tires, maintaining all tire pressures at recommended levels, checking and adjusting brakes and connections thereto, checking lights and reflectors, wheels and fasteners, the fifth wheel, suspensions, springs, air bags and controlling attachments, towing and coupling devises, and in respect to any refrigeration units in addition to the aforesaid, checking the thermostat to ensure functionality and proper temperature setting, the refrigerant compression gauge, the anti-freeze level, the water level, the engine oil, and maintaining sufficient fuel for continued operation.

The Renter shall, unless the agreement of Trailer Wizards to do otherwise is obtained, deliver the Trailer to a Trailer Wizards designated inspection facility at the Renter's expense sufficiently prior to any existing valid inspection decal expiring to allow Trailer Wizards to perform any necessary inspections, and in the event the Trailer is in a condition such that repairs and alterations are necessary in order for it to pass any applicable inspection and be certified, the Renter shall pay to Trailer Wizards all charges in respect to work done and material supplied in order to put the Trailer into a condition whereby it is in a condition to pass all required inspections and receive all necessary certifications.

Trailer Wizards shall have the right at all reasonable times to inspect the Trailer and any parts thereof and any documents relating thereto to determine the condition of the Trailer and to determine whether the Renter has breached any covenant or condition of the Rental Agreement and the SRTC. The Renter hereby grants Right of Access to the Trailer at any location and time for this or any other purpose.

8. **Return condition and location.** The Renter shall return the Trailer in the same condition and state of repairs as the Trailer was when delivered to the Renter, except for ordinary wear and tear. The Renter shall return, at their expense, a rented Trailer to the address specified in the Rental Agreement at the end of the rental, or sooner if the Rental Agreement is terminated for any reason by Trailer Wizards.
9. **Extraordinary wear and tear.** The Renter is responsible for all damage to the Trailer and for any extraordinary wear and tear, or wear and tear due to the Renter's negligence in the operation of the Trailer due to overloading or other abuse.

10. **Loss, damage or destruction.** In the event of loss, damage or destruction to or of the Trailer, the Renter is responsible to immediately give notice to Trailer Wizards of such loss, damage or destruction, and Trailer Wizards' may cause the Trailer to be repaired or replaced with an equivalent Trailer at the Renter's expense, or be purchased by the Renter for 125% of FMV.
11. **Indemnities.** The Renter assumes liability and specifically indemnifies Trailer Wizards and agrees to hold Trailer Wizards harmless against all claims, losses, costs, fines, transgressions, defaults, penalties, forfeitures incurred, suffered or asserted against Trailer Wizards for damages or expenses of any nature or kind, caused directly or indirectly by the Trailer or the use, ownership and maintenance thereof, that Trailer Wizards may sustain, suffer, pay or incur because of:
- loss of or damage to the Trailer because of collision, fire, hail, lightning, theft, vandalism, flood, windstorm, explosion, marine, general average, other casualty, war, insurrection, or terrorism;
  - damage to property including cargo of any third person as a result in whole or in part of the use or condition of the Trailer while in the custody, possession or control of the Renter;
  - death or injury to any third person as a result in whole or in part of the use or condition of the Trailer while in the custody, possession or control of the Renter;
  - loss or expense as a result of the failure of the Renter to maintain the Trailer as agreed,
  - loss of business or other damages whatsoever and howsoever caused
  - any default, whatsoever, under the Rental Agreement or these SRTC.

The indemnities provided by the Renter to Trailer Wizards under a Rental Agreement and these SRTC shall survive and continue in full force and effect after termination of the Rental Agreement, in whole or in part, whether by passage of time or otherwise.

12. **Insurance.** Non Owned 3<sup>rd</sup> Party Liability Coverage - The Renter must at its cost and expense secure, and must keep in full force and effect during the entire term of the rental agreement, a policy or policies of insurance satisfactory to Trailer Wizards as to the insurer and amount of coverage, and which insurance which must have liability limits of not less than \$3,000,000 per occurrence. The Renter shall provide certificates of insurance to Trailer Wizards which certificates shall evidence insurance coverage which must respond to claims and liabilities assumed by Renter under these SRTC.
13. **Physical damage waiver.** (A Physical Damage Waiver is not Insurance). A Physical Damage waiver fee applies at the inception of all rental agreements unless the Renter produces a valid certificate of insurance evidencing Physical Damage coverage satisfactory to Trailer Wizards, which must be kept in full force and effect during the entire rental period.

The paid Physical Damage Waiver fee will release the Renter from all costs exceeding three thousand dollars (\$3,000.00) per occurrence per unit in respect to loss or physical damage caused to the Trailer, save and except for loss or damage arising from any breach of the conditions referred to in these SRTC.

It is understood and agreed that the Physical Damage Waiver shall not be applicable in cases of neglect, willful damage, or single vehicle incidents by the Renter. Trailer Wizards at its sole discretion, may either revise the fee for the Physical Damage waiver or cancel the Physical Damage waiver, provided Trailer Wizards has given the Renter ten days (10) prior notice of its intention to either revise the fee or cancel the waiver.

It is understood and agreed that the Physical Damage waiver referred to herein shall be void and have no effect and not be binding upon Trailer Wizards unless any damage which the Trailer suffered is reported to Trailer Wizards in writing within seventy two hours (72) of the damage occurring, and the Renter has provided any documentation required by Trailer Wizards and otherwise co-operates with the requirements of Trailer Wizards in respect to the investigation of any action connected with recovering compensation for such damage.

It is understood and agreed that the Physical Damage waiver referred to herein does not in any way apply to liability insurance coverage.

14. **Representations or warranties.** Trailer Wizards makes no representation or warranty of any nature or kind with respect to any Trailer rented to the Renter, its condition, design, durability, operation, suitability or fitness for the use intended by the Renter, its freedom from liens and encumbrances, Trailer Wizards' good title thereto, nor as to any other matter or thing whatsoever, and the Renter confirms and acknowledges that it has not relied upon any representation or warranty.
15. **Payments.** The Renter shall unconditionally and without set-off or compensation pay the rent stipulated in any Rental Agreement even if the Trailer does not operate as intended by the Renter, operates or performs in a manner that otherwise would constitute a fundamental breach of contract, or is unacceptable for any other reason whatsoever, and pay:
- rent at the rate prescribed in Trailer Wizards' Customer Rate Record as advised to the Renter and as amended from time to time;
  - all charges including but not limited to estimated or actual mileage charges, estimated or actual hourly reefer or heater usage charges, and Physical Damage waiver charges;
  - all taxes levied against or based upon the amount of rent and other charges to be paid, which taxes include all taxes, charges and fees, save and except income taxes;
  - all costs and expenses including legal fees and disbursements on a solicitor/client, full indemnity basis incurred by Trailer Wizards in enforcing any of the terms, covenants, and indemnities provided herein or establishing a default of the Rental Agreement by the Renter;
  - interest at the rate of 26.82% per annum calculated on all amounts which are due to Trailer Wizards and which remain unpaid.

16. **Operation and usage of trailer.** The renter acknowledges that it has relied on its own knowledge, experience and expertise in renting any trailer. The Renter must operate, use and maintain the Trailer at all times and maintain all records, logs and other materials in conformity with all applicable laws, orders, rules, regulations and directives of any government department, board, or regulatory authority.

The Renter must not use or operate the Trailer or permit the Trailer to be used or operated illegally or for any illegal purpose or contrary to any applicable law, regulation, order, rule or directive of any governmental department, board or regulatory authority

or contrary to any terms of any insurance policy in force in connection with the Trailer, or in any way other than in a careful and prudent manner.

The Renter must not permit the Trailer to be operated or towed by any person other than the Renter, its agents and employees, each of whom the Renter warrants to be a careful and dependable operator, having all necessary currently valid licenses and permits to operate the Trailer and the power equipment used in connection therewith as required by law.

The Renter shall not transport, load or store in or on the Trailer any medical, hazardous, infectious, explosive, radioactive, corrosive waste or materials, or poison gases, hereinafter referred to as Hazardous Materials. In the event that Trailer Wizards determines that the Renter has used the Trailer for such purposes, the Renter is responsible for all costs associated with cleaning and decontaminating the Trailer and any other impacted property, whether or not the Renter chooses to undertake this responsibility directly or Trailer Wizards engages to have it performed. In either case the clean up is to be conducted in a timely manner and be documented to Trailer Wizard's satisfaction.

In addition to the above, Trailer Wizards may in its sole and absolute discretion require the Renter to purchase the Trailer at one hundred and twenty-five percent (125%) of its fair market value, which amount is a genuine pre-estimate of loss and damage suffered by Trailer Wizards as a result of its having to replace the Trailer so used, and not as a penalty.

17. **Liens and claims.** The Renter agrees to keep the Trailer free and clear of all seizures, forfeitures, confiscations, liens, claims, privileges, debts, taxes, charges, pledges, security interests, hypothecs, encumbrances or adverse claims of any nature or kind whatsoever.
18. **Sub-rent.** The Renter must not without the prior written consent of Trailer Wizards sublet or otherwise relinquish possession of the Trailer or any part thereof except for required or scheduled maintenance or as otherwise permitted pursuant to the Rental Agreement and the SRTC.
19. **Further acts.** The Renter agrees to execute all such further documents and do all such further acts and things as Trailer Wizards may reasonably require for the purpose of registering this Rental Agreement at any registry or office of any Government department, board or authority, domestic or foreign so as to evidence and protect the interest of Trailer Wizards.
20. **Notice period.** The Renter agrees to provide at least 30 days prior written notice of its intention to change its name, or enter into any amalgamation, merger, or other corporate proceedings.
21. **Events of default.** The following shall constitute default under the Rental Agreement and under these SRTC:
  - a. the Renter fails to make any rent payment or other payment required when due;
  - b. the Renter fails to perform or observe any covenant, condition or agreement to be performed or observed as required by the Rental Agreement and these SRTC;
  - c. the Renter purports to sell, assign, transfer, sublet, pledge, hypothecate, mortgage, charge or create a security interest in, or otherwise suffer a lien, encumbrance or other adverse claim of any kind, upon or against any interest in the Rental Agreement or the Trailer without Trailer Wizards' prior written consent;
  - d. the Renter ceases to be in possession of the Trailer save and except if the Trailer is parked at the premise of a customer of the Renter for the purpose of loading, unloading or de-stuffing;
  - e. the Renter becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or consents to the appointment of a Trustee or Receiver, or if a Trustee or Receiver of the Renter is appointed, or if bankruptcy, reorganization, liquidation or insolvency proceedings are instituted against the Renter, or at its instigation;
  - f. if the Trailer or any material part thereof is seized under any legal process, confiscated, sequestered, attached, or distress is levied thereon;
  - g. if the Renter suffers the loss or suspension of any license, permit, or other operating authority required for the operation of its business or any part thereof, affecting the use of the Trailer;
  - h. if Trailer Wizards in good faith believes there are reasonable commercial grounds to consider itself insecure, or that the prospect of payment or performance by the Renter under the Rental Agreement is about to be impaired or that the Trailer is about to be placed in jeopardy.
22. **Default recourse.** In the event of any default by the Renter under the Rental Agreement or these SRTC, Trailer Wizards may at its sole discretion elect to do any of the following:
  - a. take possession of the Trailer, and for that purpose enter any premise where the Trailer is located, and may sell, lease or otherwise dispose of the Trailer, by public or private means, and upon such terms and consideration as Trailer Wizards may accept, and the Renter hereby waves and agrees not to make any claim for damages arising from or connected in anyway with such retaking of possession;
  - b. irrevocably appoint itself agent and attorney for the Renter and without terminating or being deemed to have terminated this Rental Agreement take possession of the Trailer and proceed to rent the Trailer to any other person, firm or corporation on such terms and conditions, and for such rental, and for such period of time as Trailer Wizards may deem fit, and receive such rent and hold the same and apply the same against any monies expressed to be payable from time to time by the Renter;
  - c. terminate this Rental Agreement, and by written notice to the Renter require the Renter to forthwith pay to Trailer Wizards on the date specified in such notice, as a genuine pre-estimate of liquidated damages for loss of opportunity, and not as a penalty, the aggregate value of all unpaid amounts due hereunder, and the present value of the remaining amounts due under the Rental Agreement, calculated by discounting such amounts at the current prime rate of interest per annum, less the net amount received by Trailer Wizards on any sale, lease or other disposition of

- d. the Trailer, after deducting all costs and expenses including legal fees and disbursements based on a solicitor client basis.

The remedies referred to in this clause are not exclusive but are cumulative and are in addition to and not in substitution for any other remedies referred to in the Rental Agreement or the SRTC or otherwise available to Trailer Wizards at law or in equity.

- 23. **Claims for loss or damage.** Trailer Wizards shall not be liable for loss or damage to any property left stored or loaded in the Trailer, or transported in or upon the Trailer, and the Renter does hereby expressly waive all claims or demands for any such loss or damage, including but not limited to, loss of profits or other alleged consequential loss or damage, which it may have had against Trailer Wizards and the Renter shall hold Trailer Wizards harmless against any and all such claims and demands against third parties.

If a claim is made against Trailer Wizards or its insurer arising out of the use and operation of a Trailer by the Renter, the Renter shall cooperate in the defense of such claim or claims by providing written reports from its servants or agents pertaining to such claims and otherwise aid in the defense of such claims as may be reasonably required by Trailer Wizards and its insurer and the Renter's insurer.

- 24. **Time.** Time is of the essence with respect to a Rental Agreement and the failure of Trailer Wizards to insist upon strict performance of any of the terms and conditions of the Rental Agreement or these SRTC shall not be deemed a waiver of any rights or remedies that Trailer Wizards may have, and shall not be deemed a waiver for any subsequent breach or default of any such term or condition. No waiver by Trailer Wizards of any of its rights pursuant to a Rental Agreement or the SRTC shall be effective unless it is in writing signed by Trailer Wizard's Credit Manager.

- 25. **Validity.** If any provision of the Rental Agreement or these SRTC is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of the Rental Agreement or the SRTC, and such invalid provisions shall be severable from the remainder of the Rental Agreement or these SRTC. In the event that the provisions of the Rental Agreement or these SRTC are invalid in a jurisdiction, but valid in another jurisdiction, the invalidity in a jurisdiction shall not in anyway negate or void the validity in any other jurisdiction.

- 26. **Words.** Words importing numbers shall be deemed to include a greater or lesser number as the contexts so requires, and words importing gender shall be deemed to include the other gender, or the body corporate or politic, and words importing the body corporate shall be deemed to include the body personal of either gender.

- 27. **Joint and several.** In the event that a Rental Agreement is executed by two or more persons as Renters, guarantors or covenanters, the covenants and the agreements on the part of the Renter contained in the Rental Agreement and these SRTC shall be deemed to be joint and several (solidarily in Quebec) covenants.

- 28. **Notification rights.** The Renter waives all rights to receive from Trailer Wizards a copy of any Financing Statement, Financing Statement (Transition), or Financing Change Statements, which may be filed at any time in respect of the Rental Agreement.

- 29. **Entire agreement.** The Rental Agreement, the Customer Rate Record, the Terms and Conditions of Credit, and these SRTC contain the entire agreement between the parties pertaining to the subject matter of the Rental Agreement. No agreements, representations or understanding not specifically contained in the Rental Agreement, or specified in these SRTC, shall be binding upon any of the parties of the Rental Agreement unless in writing and signed for Trailer Wizards by the Credit Manager.

The terms of a Rental Agreement and these SRTC shall be binding upon and enure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, executors and permitted assigns as the case may be

- 30. **Authorization.** The Renter acknowledges and agrees that persons taking possession of a Trailer on the Renter's behalf are authorized to execute a Rental Agreement in respect to each Trailer.

- 31. **English/French.** The parties have expressly requested that the present SRTC and supporting documents and/or correspondence be drafted in the English language. Les parties ont expressément requis que le présent SRTC, toute autre entente ancillaire et correspondance soient rédigés en anglais.

The Renter \_\_\_\_\_ hereby acknowledges that it has read and understands all the provisions herein, and agrees that all the terms hereof form part of all Rental Agreements entered into by the Renter in respect to Trailers rented by it from Trailer Wizards. The Renter also acknowledges that the signatory below is authorized to sign these SRTC on behalf of the Renter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Trailer Wizards Ltd.

For the Renter

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name