

## EQUIPMENT WARRANTY

Lentequip Inc. ("Lentequip") warrants only to the person or entity set out on the reverse of this invoice and identified under the heading "Sold To:" (the "Purchaser") that Lentequip manufactured equipment sold and/or licensed under this invoice (the "Equipment") is free from defective material and workmanship and shall operate properly in accordance with industry standards, when employed in normal usage (the "Warranty"). This Warranty is subject to the following:

1. The Warranty period is one year from the date of this invoice. The Warranty is non-transferable and non-assignable. Battery cells carry a six month Warranty.
2. Any claim under this Warranty must be submitted in writing immediately upon discovery and, in any event, not later than 15 days after the Warranty period expires.
3. ANY DISASSEMBLY, MODIFICATION OR TAMPERING WITH THE EQUIPMENT OR ANY COMPONENT THEREOF SHALL VOID THE WARRANTY.
4. Any Equipment or any component part thereof subject to a Warranty claim must be held by the Purchaser for Lentequip's inspection and returned to Lentequip.
5. Lentequip agrees to repair or replace with a new or reconditioned part any Equipment or any component part thereof which on inspection by Lentequip proves defective by reason of improper workmanship or materials. Such repair or replacement will be provided without charge to the Purchaser during normal working hours at Lentequip's principal place of business.
6. (a) The cost of repair or replacement of any Equipment or any component part thereof under this Warranty shall be limited to the cost of the repair or replacement only. Costs not included under this Warranty include any costs for transporting any Equipment or any component part thereof to such Lentequip's principal place of business. The Purchaser is responsible for all shipping charges in excess to those that are usual and customary, any local taxes, and costs investigating complaints, any costs for delay in making the Equipment or any component part thereof available for repair unless Lentequip requests special handling for the Equipment or any component part thereof to be returned for testing.  
(b) This Warranty expressly excludes any costs for delays including delays as a result of equipment downtime and any delays as a result of the non-availability of Equipment or any component part thereof for replacement or repair. This Warranty does not apply in any respect to any damage or defects caused by misuse, misapplication, improper use (either intentional or otherwise), abuse, improper installation by non-authorized Lentequip personnel or agents, overloading, operating above rated capacities, abnormal conditions or temperature, dirt and corrosive matter, negligence or acts to any required or altered Equipment or any component part thereof in any way which has not been authorized by Lentequip.
7. Any Equipment or any component part thereof replaced under this Warranty shall become the property of Lentequip.
8. Any replacement Equipment or component part thereof provided under the terms of this Warranty is warranted for the remainder of the Warranty period applicable to the original Equipment originally warranted.
9. This Warranty does not cover improper installation, maintenance or use of the Equipment or any component part thereof nor abuse or damage caused to it by other malfunctioning components not manufactured by Lentequip.
10. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND OBLIGATIONS OF LENTEQUIP WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS UNDER THE SALE OF GOODS ACT OR ANY SIMILAR LEGISLATION, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. THIS WARRANTY AND LENTEQUIP'S OBLIGATION UNDER IT ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST LENTEQUIP FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES.
12. Any technical advice furnished by Lentequip to Purchaser is an accommodation to Purchaser. Lentequip assumes no liability therefor, and Purchaser accepts such advice at Purchaser's sole risk.
13. Damage to Equipment or any component part thereof resulting from lack of maintenance are not covered under this Warranty. Please see Equipment manuals for maintenance requirements.

## LIMITATION OF LIABILITY & USE OF EQUIPMENT & IP LICENSE

1. The remedies of the Purchaser set forth herein are exclusive, and in no event shall Purchaser be entitled to direct incidental, special indirect, consequential or other similar damages.
2. The total liability of Lentequip with respect to claims arising hereunder or relating hereto whether such claims are based on breach of contract, tort (including negligence and strict liability) or otherwise shall not exceed the price of Equipment purchased under this invoice.
3. Any action by Purchaser arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) or other theories, must be commenced within one (1) year after the cause of action accrues or it shall be barred and Purchaser expressly waives any statute of limitations which might apply by operation of law otherwise.
4. The Purchaser, by the acceptance of the Equipment, assumes all liability for any damages which may result from its use or misuse by the Purchaser, its employees, or by others.
5. Damage to Equipment or any component part thereof resulting from lack of maintenance are not covered under this Warranty.
6. Transmissions emitting from Equipment on all frequencies are assigned technical limitations and parameters and authorisation and/or licenses must be granted by or obtained from the appropriate government authorities. There are penalties for using specific parts of the electromagnetic spectrum without the proper authorisation, licenses or permits from the appropriate governmental authority. Lentequip makes no assertions or comments with respect to the use of the Equipment or any component thereof in any jurisdiction, this being the sole responsibility of the Purchaser and any user of the Equipment.
7. Use of this Equipment should only be done where it is legal and approved, authorised or permitted by the appropriate governmental authority.
8. Lentequip, its officers, directors and employees do not assume any responsibility for the use of the Equipment and do not assume any responsibility or liability for any damages (whether direct, indirect or consequential), fines, levies or any other charge resulting from the use of the Equipment wheresoever, and Purchaser agrees to indemnify and hold Lentequip harmless from any damages (whether direct, indirect or consequential), fines, levies or any other charge resulting from the use of the Equipment by the Purchaser.
9. Lentequip grants to Purchaser a non-exclusive, perpetual, non-transferable, non-assignable, non-saleable worldwide, royalty free license only to use the software and intellectual property embodied in the Equipment or any component thereof (the "IP") for the sole purpose of using the Equipment for its own business purposes, including the renting of the Equipment.
10. Nothing in this invoice shall be construed as transferring to the Purchaser any right (other than the right to use the IP in accordance with the provisions of this Agreement), title or interest in the IP or any portions thereof, or as conferring any licence or right, by implication, estoppel or otherwise, under any patent, patent application, trade secret, trade mark or copyright. The IP provided under this licence is the executable version of the IP only. The Purchaser may not modify, reverse engineer, compile or assemble, decompile or disassemble the IP under any circumstance.
11. These terms and conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of Lentequip and Purchaser on their own behalf and, if applicable, on behalf of others for whom they are contracting, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of these terms and conditions or the relationship between Lentequip and the Purchaser.

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### Banking Information for US Dollars Wire Transfers:

All wire fees are to be paid by the customer.

#### **Lentequip Inc.**

Royal Bank of Canada

Business Banking

Lawrence & Don Mills Branch

1090 Don Mills Rd., Suite 200

Toronto Ontario M3C 3R6

Canada

Tel: (416) 510-5460

Bank number: 003

Transit number: 06142

Account number: 400 255 6

Swift code: ROYCCAT2

IBAN: 003061424002556