

Westcoast Water Treatment Systems Ltd. - Terms & Conditions

(1) The following terms and conditions shall constitute the entire terms and conditions between the parties hereto and shall supersede and override all other warranties, representations and terms and conditions whether express or implied, oral or written, including the customer's standard terms.

(2) Equipment rental charges are invoiced at the beginning of each cycle while all other charges are invoiced upon delivery.

(3) The client shall notify WCWT within ten (10) days of receipt of invoice of any dispute with the invoice. Payment on undisputed invoice amounts are due upon receipt of invoice and is past due thirty (30) days from the date of the invoice. If payment remains past due forty-five (45) days from the date of invoice the Client agrees to pay a finance charge of two percent (2%) per month on past due invoices. If payment remains past due ninety (90) days from the date of invoice, Customer agrees to pay the cost of any collections fees or expenses incurred to collect outstanding invoices until payment received in full.

(4) The rental period begins the day the equipment is delivered and continues until returned to WCWT designated facility unless written confirmation of the release is provided to the customer before that time.

(5) Quotation stipulates a cycle length (i.e. 28-day, monthly, weekly or daily) on all items quoted. Weekly rental rates are 1/3 of 28-day cycle rates. Daily rental rates are 1/3 weekly rates. For partial cycle periods, customers will be billed at the appropriate cycle (weekly or daily rate) based on actual equipment usage.

(6) The rental rates for diesel powered equipment with hour meters are based on 8 hours per day or 48 hours per week running. The rental rate will be multiplied by 1.5x for operating 8-16 hours per day or 49-96 operating hours per week and multiplied by 2.0x for operating more than 16 hours per day or 96 hours per week.

(7) Delivery, return, installation and removal costs are estimates. Customer will be invoiced for actual time unless indicated otherwise. Transportation will be involved on a portal-to-portal basis.

(8) Customer will authorize and pay for any changes to work scope.

(9) All third-party equipment and services subject to a 15% markup.

(10) System set up and relocation will be provided on a time and material basis at stated labor rates per technician hour plus equipment and materials.

(11) Emergency calls have a three (3) hour minimum charge.

(12) WCWT labor rates are chargeable per hour for either (a) standard technician or (b) senior technician. Hours are billed for time spent at site PLUS flat-rate time charge for travel time based on travel zone for address of project. Unscheduled callouts requested by the customer will be charged at stated labor rates for regular or senior technician subject to 1.5x for overtime for after-hours and/or weekend calls and 2.0x for work on holidays.

(13) Unused consumables may be returned for credit subject to the following conditions: (1) the product is in an uncontaminated, resalable condition; (2) the return date is less than 6 months past the ship date; (3) the product has a six or more months before reaching expiration date. Full, unopened products are subject to a 15% re-stocking fee. Opened and partial totes are subject to a 30% re-stocking fee on the purchase price. Special order consumables are not returnable.

(14) The quantity of equipment, filters, tanks, pipe, hose and miscellaneous items are estimated. Customer will be invoiced based on actual equipment delivered and usage unless specified in writing otherwise.

(15) WCWT reserves the right to exchange rental equipment specified for alternate models with equivalent or higher performance at no additional charge.

(16) Effective implementation of the sediment control system requires that the turbidity of the project's influent be below 600 mg/l total suspended solids (less than 20% solids by volume using 90 second "jar test"). Values above this level may require supplementary treatment at additional cost to the customer unless specifically included in the scope of the treatment system.

(17) Customer will provide and install specified electrical power as required unless otherwise agreed to in writing.

(18) Customer is responsible for flushing and cleaning tanks, pumps, filters and other WCWT equipment prior to their return. Unclean equipment subject to an additional cleaning charge. Vacuum trucks, disposal costs and transportation costs related to disposal, are the responsibility of the customer.

(19) Customer is responsible for returning equipment to original condition that equipment was in when mobilized to site (normal wear and tear excluded). The customer is responsible for theft, equipment repairs, maintenance, heating and hoarding, damage and loss. All returned equipment is subject to inspection by WCWT personnel and damages and/or replacement will be invoiced to the customer. Damages and accrued rent will be invoiced to the customer while equipment is out of service for repairs. All graffiti and vandalism is to be remedied by the customer prior to demobilization.

(20) Customer will provide all risk property insurance for rented equipment.

***** Standard Rental Terms & Conditions *** (Continued)**

(21) Customer is responsible for ensuring clear and unencumbered access to agreed upon setup location for mobilization and for demobilization. Customer also responsible for ensuring clear and unencumbered access for deliveries. Customer may be billed for demurrage and/or labor for any unreasonable delays at the project site not caused by WCWT.

(22) Customer is responsible for maintaining quality sump pit (as specified) at all times.

(23) WCWT does not warranty the degree of filtration associated with Heavy Metals and Hydrocarbons.

(24) Customer shall hold harmless, indemnify and defend WCWT from any claims whatsoever, arising from or related to (A) any pollution, contamination, environmental, impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Customer's use of any Equipment or (B) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, provincial or local laws, ordinances, regulations, codes, or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. The customer assumes all risk of loss due to operation and use of equipment.

(25) All invoices are subject to an Environmental Recovery Fee to offset additional costs related to sustainability and stewardship levied on WCWT beyond it's control. The fee is applied to the non-tax lines and is subject to change without notice.

(26) This indemnification shall survive the termination of the agreement.

(27) The prices for our products and services are subject to change without prior notice. We reserve the right to adjust prices at any time based on market conditions, supplier costs, and other relevant factors. These said changes if applicable will be communicated to the project when they occur.