

CNTautomation Inc. Master Equipment Rental Agreement

Company: CNTautomation Inc.

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Marketplace note (Lendus.ca): This Agreement governs rentals initiated through Lendus.ca. If a mandatory Lendus.ca term conflicts with this Agreement, the mandatory marketplace term controls only to the extent of the conflict; all other provisions remain in force.

Key terms summary

- **How you agree:** By accepting the rental or placing an order on Lendus.ca, you agree to this Agreement and confirm you are authorized to bind the Client.
- **Rental billing:** Rental charges begin when CNTautomation tenders the Equipment to the outbound carrier and stop when the Client tenders it to CNTautomation's approved return carrier and receives a valid acceptance scan or receipt.
- **Return deadline:** The Equipment must be handed to the approved return carrier by the Required Ship-Back Date. If late, rental charges continue until carrier acceptance.
- **Risk of loss:** The Client remains responsible for loss, theft, damage and missing items from outbound shipment until CNTautomation receives and has a reasonable opportunity to inspect the returned Equipment.
- **Purchase / Replacement Value:** The amount shown on the applicable listing or order when the rental is accepted is used as the base purchase price and the replacement value for total loss, subject to the full terms below.
- **Optional purchase:** Where offered, 70% of eligible equipment rental charges actually paid may be credited toward purchase. The rental remains active until the full purchase balance is received in cleared funds.
- **Insurance:** CNTautomation may require a deposit and/or proof of replacement-value insurance before shipment.
- **No transfer or relocation:** Do not sub-rent, transfer, materially modify, or move the Equipment outside the disclosed state/province or across an international border without written approval.
- **Default and recovery:** If the Client refuses or fails to surrender Equipment after demand, CNTautomation may pursue lawful recovery and charge applicable recovery and enforcement costs.
- **Governing law:** Ontario law applies; ordinary disputes are subject to Toronto arbitration, with local court remedies preserved for urgent recovery of Equipment.

This summary is for convenience only. The full terms below control.

1) Acceptance, Scope and Order Details

1.1 Acceptance. By placing an order, submitting a rental request, checking out, or otherwise indicating agreement on Lendus.ca for a CNTautomation rental, the Client acknowledges that it has read and agrees to this Agreement. Electronic acceptance has the same effect as a handwritten signature.

1.2 Authority. The individual accepting this Agreement represents that they are authorized to bind the Client identified in the order and that information provided to CNTautomation or Lendus.ca is true and complete.

1.3 Order details. Each Lendus.ca order and applicable listing identifies the Equipment, rental rates, Required Ship-Back Date, Purchase / Replacement Value, deposits, shipping, taxes and any item-specific conditions. The Purchase / Replacement Value applicable to a rental is the amount shown when the rental is accepted, notwithstanding later listing changes.

1.4 Equipment. "Equipment" includes the rented unit and all supplied cases, batteries, chargers, leads, probes, keys, dongles, media, manuals and accessories.

2) Rental Period, Extensions and Returns

2.1 Start of rental. Rental charges begin when CNTautomation physically tenders the Equipment to the outbound carrier, or when the Client or its representative picks up the Equipment from CNTautomation.

2.2 End of rental billing. Rental charges stop when the Client physically tenders the Equipment to CNTautomation's approved return carrier and the carrier issues a valid acceptance scan or receipt. Printing a label, scheduling a pickup, preparing the Equipment for shipment, or leaving it for an unconfirmed pickup does not end rental billing.

2.3 Required Ship-Back Date. The Client must tender the Equipment to CNTautomation's approved return carrier by the Required Ship-Back Date shown in the applicable order. If the Equipment is tendered late, rental charges continue at the applicable rates until carrier acceptance.

2.4 Extensions. Extensions must be requested before the Required Ship-Back Date and are effective only when approved by CNTautomation. Continued billing after the Required Ship-Back Date does not itself create or approve an extension or any right to continued possession.

2.5 Return method. The Client must follow CNTautomation's return instructions, use the designated address, approved carrier and required packaging, and retain proof of carrier acceptance. If the Client uses an unauthorized return method without written approval, CNTautomation may treat the rental as continuing until the Equipment is received or otherwise determine a reasonable billing stop date based on the circumstances.

3) Shipping, Delivery and Risk of Loss

3.1 Shipping costs. Unless an order states otherwise, CNTautomation may provide standard return shipping. The Client is responsible for expedited options, incorrect-address charges, re-delivery, storage, customs, duties, taxes and brokerage attributable to the rental or the Client's instructions.

3.2 Risk of loss. Risk of loss, theft, destruction and damage passes to the Client when the Equipment is tendered to the outbound carrier and remains with the Client until CNTautomation physically receives the returned Equipment and has had a reasonable opportunity to inspect it for damage, missing items and completeness.

3.3 Return transit. The fact that rental billing stops when the approved return carrier accepts the Equipment does not transfer risk of loss to CNTautomation during return transit. A prepaid return label or carrier account supplied by CNTautomation is a logistical convenience and does not constitute CNTautomation's possession or acceptance of the Equipment while in transit.

3.4 Inspection on receipt. The Client must inspect the Equipment promptly on delivery and notify CNTautomation within 24 hours of any shortage, shipping damage or dead-on-arrival condition. Absent timely notice, the Equipment is deemed delivered complete and in working order, subject to latent defects not reasonably discoverable on receipt.

4) Use, Care and Location of Equipment

4.1 Proper use. The Client will ensure the Equipment is used by competent personnel, for its intended purpose, in accordance with manufacturer instructions, safety requirements and applicable laws.

4.2 Prohibited actions. The Client will not open, alter, modify, re-flash, de-label, engrave, tamper with, sell, pledge, assign, lend or sub-rent the Equipment without CNTautomation's prior written consent.

4.3 Location. The Client will maintain reasonable security and, upon request, promptly provide the Equipment's current physical location and the identity of its custodian. The Equipment may not be moved outside the state or province identified in the order, or across an international border, without CNTautomation's prior written approval.

4.4 Data. The Client is responsible for backing up and removing its data. CNTautomation is not responsible for loss or corruption of Client data and may securely wipe returned devices where appropriate.

5) Damage, Loss, Theft and Missing Items

5.1 Responsibility. The Client is responsible for loss, theft, destruction, disappearance, damage, excessive wear or contamination occurring during the period in which risk remains with the Client, except ordinary wear from proper use.

5.2 Repairable damage. The Client will pay CNTautomation's reasonable actual costs of repair, including parts, labour, calibration or testing, freight and related logistics. Rent may continue as reasonably applicable until the Equipment is returned to rentable condition or the applicable loss amount is paid.

5.3 Total loss. For theft, disappearance, destruction, unrecoverable loss or Equipment that is reasonably determined to be economically unrepairable, the Client will owe the Purchase / Replacement Value applicable to the rental, less any salvage actually recovered by CNTautomation, together with other amounts due under this Agreement. Rental charges continue until the loss amount is paid in cleared funds.

5.4 Missing accessories. Missing or damaged cases, batteries, chargers, leads, probes, software keys, dongles and other accessories may be charged at reasonable replacement cost in addition to any Equipment replacement amount where they are not included in that value.

5.5 Notice. The Client must notify CNTautomation promptly of any loss, theft or material damage and cooperate with reasonable insurance, police, carrier or recovery procedures.

6) Insurance, Deposits and Payment

6.1 Insurance and deposits. CNTautomation may require a refundable security deposit, proof of insurance, or both before shipment. Where insurance is required, coverage must be sufficient for the Purchase / Replacement Value and may be required to name CNTautomation Inc. as loss payee and/or additional insured, including transit coverage where applicable.

6.2 Payment terms. Unless otherwise stated, rental charges are payable in advance. Extensions and other charges are due when incurred or invoiced. All amounts are exclusive of applicable taxes unless stated otherwise.

6.3 Charge authorization. The Client authorizes CNTautomation and/or Lendus.ca, to the extent permitted by the payment method and applicable law, to charge amounts properly due under this Agreement, including rent, extensions, shipping, taxes, deposits, damage, missing items, cleaning, recovery costs and other agreed charges.

7) Optional Purchase / Rental Credit

7.1 Availability. Where CNTautomation offers an optional purchase, the Client may request to buy the specific rented Equipment. The base purchase price is the Purchase / Replacement Value applicable to the rental unless CNTautomation agrees otherwise in writing.

7.2 Rental credit. CNTautomation will credit 70% of eligible equipment rental charges actually received in cleared funds toward the purchase price. Eligible rental charges are charges for rental of the applicable Equipment only and exclude taxes, shipping, customs, brokerage, deposits, damage, repairs, missing items, cleaning, recovery costs, legal or collection expenses and other ancillary charges.

7.3 Rental continues until purchase completion. A request to purchase, acceptance of a quotation, issuance of an invoice, issuance of a purchase order, or other indication of an intention to buy does not terminate the rental or transfer title. Rental charges continue until CNTautomation receives the full purchase balance and all amounts required to complete the sale in cleared funds. Eligible rental charges paid while purchase completion is pending continue to earn the 70% credit.

7.4 Title transfer. Title remains exclusively with CNTautomation until the purchase is fully paid in cleared funds. Upon completion, rental billing ends and title transfers to the Client. Until then, all rental obligations, including insurance, care, risk of loss and return obligations, remain in effect.

7.5 Purchase after return. If the Equipment is returned before purchase is completed, the Client may apply accumulated rental credit toward purchase of that same Equipment for 30 calendar days after CNTautomation receives it, provided the Equipment remains available and has not been sold, re-rented or otherwise committed. CNTautomation is not required to hold the Equipment during this period. After 30 days, the credit expires unless CNTautomation agrees otherwise in writing.

7.6 Credit limitations. Rental credits have no cash value, are non-refundable, may not exceed the purchase price and are not transferable to another item, order, customer or entity without CNTautomation's written approval. Any credit attributable to a payment that is refunded, reversed, disputed or charged back is automatically reversed.

7.7 Default, loss or damage. The purchase option is available only while the Client is in good standing. CNTautomation may suspend or revoke it upon material default. Lost, stolen, destroyed or materially damaged Equipment does not automatically convert to a purchase under this Section unless CNTautomation agrees otherwise in writing.

8) Default, Failure to Return and Recovery

8.1 Material default. Material default includes serious non-payment, failure or refusal to return Equipment after demand, stating an intention not to return it, concealing or misrepresenting its location, unauthorized sale, pledge or transfer, or interfering with lawful recovery.

8.2 Surrender. Upon material default or termination of the Client's right to possession, CNTautomation may require the Client to immediately assemble the Equipment and all accessories and make them available for collection at a reasonably accessible location.

8.3 Recovery. CNTautomation may recover the Equipment itself or through an authorized recovery agent, carrier or legal representative, subject at all times to applicable law. Nothing in this Agreement authorizes unlawful entry, breach of the peace or any recovery method prohibited by applicable law.

8.4 Recovery charges. If CNTautomation must initiate physical recovery because the Client has failed or refused to surrender Equipment after demand, the Client will owe a recovery administration and mobilization charge of CAD \$1,500 for Equipment located in Canada or USD \$2,500 for Equipment located in the United States, plus reasonable and documented additional costs actually incurred to locate, secure or recover the Equipment,

including recovery-agent fees, freight, travel, accommodation, storage, customs, brokerage, court costs and reasonable legal fees. These amounts are intended to compensate anticipated recovery and mobilization costs and not to operate as a penalty.

8.5 Continuing obligations. Recovery or surrender does not waive unpaid rent, damage, missing-item charges, recovery expenses or other amounts due under this Agreement.

9) Cancellation and Early Return

9.1 Cancellation. Orders cancelled less than 72 hours before scheduled shipment may incur up to 100% of the first rental term. If cancelled after shipment, the Client may owe up to 50% of the remaining committed rental charges plus logistics already incurred, subject to any controlling Lendus.ca policy.

9.2 Early return. Returning Equipment before the scheduled end of the booked period does not automatically entitle the Client to a refund, rebate or recalculation at shorter-term rates. Any adjustment is at CNTautomation's discretion unless otherwise agreed in writing or required by marketplace rules.

10) Condition, Calibration, Warranty and Downtime

10.1 Condition and calibration. Unless stated otherwise, Equipment is supplied clean, tested and in working order. Calibration status is only as expressly stated in the applicable listing or order. CNTautomation does not guarantee compliance with any specific quality, regulatory or calibration program unless expressly agreed in writing.

10.2 Limited rental warranty. CNTautomation warrants that the Equipment will substantially perform its ordinary functions under normal use during the rental. CNTautomation's obligation is limited, at its option, to repair, replace, provide functionally equivalent Equipment, or make an appropriate rental adjustment.

10.3 Suitability and downtime. The Client is responsible for determining whether the Equipment is suitable for its intended application. To the maximum extent permitted by law, CNTautomation is not liable for project delay, downtime, lost production, lost profits, lost data or other indirect, incidental, special, punitive or consequential damages.

11) Indemnity and Limitation of Liability

11.1 Indemnity. The Client will indemnify, defend and hold harmless CNTautomation, its affiliates and personnel from third-party claims, losses, liabilities, damages, costs and reasonable legal fees arising from the Client's possession, transport, installation, operation, misuse or storage of the Equipment, the Client's breach of this Agreement, or the Client's violation of law.

11.2 Liability cap. To the maximum extent permitted by law, CNTautomation's aggregate liability arising from any order will not exceed the rental fees actually paid for the affected Equipment under that order.

11.3 Amounts owed by Client. The limitation in Section 11.2 limits CNTautomation's liability to the Client and does not limit the Client's obligations to pay rent, Purchase / Replacement Value, repair costs, missing-item charges, recovery costs, taxes, shipping or other amounts due under this Agreement.

12) Ownership and Security Interests

12.1 Ownership. Title to all rented Equipment remains with CNTautomation unless and until an optional purchase is fully completed under Section 7. The Client acquires no ownership interest merely by possession or payment of rent.

12.2 Security protection. To the extent applicable, the Client authorizes CNTautomation to register, maintain or perfect PPSA, UCC or similar notices or security interests reasonably necessary to protect CNTautomation's ownership or rights in the Equipment and proceeds. This provision does not convert a rental into a financing transaction where applicable law treats it as a true lease.

13) Governing Law, Arbitration and Local Recovery Relief

13.1 Governing law. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles.

13.2 Arbitration. The parties will first attempt in good faith to resolve disputes. If unresolved, ordinary contractual disputes will be submitted to binding arbitration in Toronto, Ontario under the ADR Institute of Canada (ADRIC) Arbitration Rules by a single arbitrator. Judgment on an award may be entered in a court of competent jurisdiction.

13.3 Urgent and local property relief. Nothing in this Agreement prevents CNTautomation from seeking urgent injunctive, replevin, sequestration, claim-and-delivery or similar provisional or property-recovery relief in any court of competent jurisdiction where the Equipment is located. The Client consents to the personal jurisdiction of such

courts for that limited purpose. Monetary damages and final determination of ordinary contractual disputes remain subject to Section 13.2 except where applicable law requires otherwise.

14) General Terms

14.1 Notices. Notices may be delivered by personal service, reputable courier, registered mail, email with reasonable confirmation, or Lendus.ca's official messaging system where permitted. Notices to CNTautomation: CNTautomation Inc., 178 Foundry St, Baden, ON N3A 2P7, Canada; sales@cntautomation.com; +1 (519) 535-8166.

14.2 Entire agreement and priority. This Agreement, the applicable Lendus.ca order and any expressly incorporated addendum form the entire agreement concerning the rental. In the event of conflict, mandatory Lendus.ca terms control to the limited extent required, followed by the order confirmation, this Agreement, and then any quotation or listing except where this Agreement expressly incorporates a listing value or term.

14.3 No waiver and severability. Failure to enforce a provision is not a waiver. If any provision is unenforceable, it will be modified only to the minimum extent necessary, and the remaining provisions continue in effect.

14.4 Assignment. The Client may not assign this Agreement or transfer possession of the Equipment without CNTautomation's written consent. CNTautomation may assign this Agreement to an affiliate, financing partner, insurer or successor.

14.5 Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, including natural disasters, war, governmental action, labour disruption or carrier interruption; however, payment, return, safeguarding and loss obligations concerning Equipment already in the Client's possession are not excused.

14.6 Electronic records and updates. Electronic acceptance and records are admissible as originals to the extent permitted by law. CNTautomation may update this Agreement prospectively; an updated version applies only to rentals accepted after its effective date unless the parties expressly agree otherwise.

By proceeding with a CNTautomation rental through Lendus.ca, the Client acknowledges that it has read and agrees to this Agreement.