simplex

Head Office : 9740 Boul. de l'Acadie,
Montréal QC H4N 1L8 – 514 331-7779

Account Opening Form

Please complete and have both pages of this document signed by an authorized person and send it to ouverturedecompte@simplex.ca

Company Section

Legal name of the company : _____ Phone: _____
Trade name : _____ ☐ Check if identical to legal name
Address : _____ City : _____ Prov.: _____ Postal : _____
Do you have other accounts with Simplex : ☐ Yes ☐ No If yes, number : _____
Are you a tax-exempt organization? ☐ Yes ☐ No If yes, number : _____
NEQ/NEC : _____ Estimated annual rental volume : _____

Contacts

President's name : _____ Email : _____ Phone : _____
Head of Accounting : _____ Title : _____
Mobile : _____ Phone : _____ Ext : _____ Email : _____
Invoice email: _____ Statement email: _____
Person in charge of rentals : _____ Email : _____ Mobile : _____
Purchase order required : ☐ Yes ☐ No Requisition no. required: ☐ Yes ☐ No Project no. required: ☐ Yes ☐ No

Payment terms

☐ **Credit limit request**
(30-day payment terms –Bank transfer required)
Bank institution : _____
Account number : _____ Transit : _____
Do you have a line of credit? : ☐ Yes ☐ No

☐ **No payment terms**
(Payment required for each rental.)
Payment by credit card
A deposit will be required for each rental

Credit Check Consent

The undersigned hereby authorizes SIMPLEX, as well as its credit information providers, to collect, use, and disclose credit information, whether it originates from suppliers, banking institutions, or other relevant sources. This authorization applies both to the credit information of the account holder and to the consumer credit information of the account holder's owners or principal shareholders, when their date of birth is provided above. This information will allow SIMPLEX to assess the account holder's creditworthiness, respond to their requests for products and services, administer their account, and comply with applicable laws.

Name : _____ Title : _____ Signature : _____ Date : _____

Personal Guarantee – Surety

By signing this document, the undersigned confirms having read and understood the terms and conditions applicable between Simplex Equipment Rental inc. ("SIMPLEX") and the account holder. In this capacity, the undersigned declares that they agree to personally act as joint and several surety for all present and future obligations contracted by the account holder toward SIMPLEX, regardless of their nature. They acknowledge that their commitment as surety is not subject to any limit in amount, including the credit limit requested by the account holder, and may not exceed the sums owed. They also acknowledge that the credit limit requested by the account holder in no way restricts the scope of the guarantee to which they are committing. The undersigned waives any benefit of division or discussion as well as any personal means of defense. They acknowledge that this guarantee may only be revoked once all of the account holder's accounts have been paid in full. This guarantee is not subject to any time limit. They also acknowledge that if their guarantee is linked to the performance of specific duties, the cessation of those duties will not terminate their current commitment as surety, thereby waiving the benefit of Article 2363 of the Civil Code of Québec. The undersigned acknowledges that their credit history may be taken into account in the assessment of the account holder's credit file and the personal guarantee. They authorize SIMPLEX to obtain and use, if necessary, a credit report concerning them as part of the process of assessing, approving, or reviewing their commercial credit file. Hereby, the undersigned authorizes the collection, use, and disclosure of their credit information to the account holder and to their consumer credit file so that SIMPLEX may assess their creditworthiness, respond to their requests for products and services, manage their customer account, and comply with its legal obligations. Without limiting the foregoing, they also authorize the disclosure of their personal information to third parties, when necessary, for obtaining credit reports and references for the purpose of assessing their creditworthiness. Furthermore, the undersigned authorizes SIMPLEX to disclose to third parties, including credit agencies, any payment default by the account holder and/or the undersigned relating to invoices and fees charged to their customer account. The undersigned, as individuals, knowingly consent to the use of this credit report.

The undersigned may inform SIMPLEX of the withdrawal of their consent to the disclosure or use of the personal information collected.

Signature : _____ Date : _____

Name : _____ Date of birth : _____ Address : _____

GENERAL RENTAL TERMS AND CONDITIONS

The parties agree that the rental(s) will be made under the following conditions

PRELIMINARY PROVISIONS

Simplex Equipment Rental Inc. is designated in this agreement (the "Agreement") as the "Lessor."

For the purposes of this Agreement, the term "Leased Equipment" refers to all tools, machinery, vehicles, accessories, parts, safety devices, and other equipment provided by the Lessor to the Lessee under this Agreement, whether listed separately or provided together as a unit.

The customer (the "Lessee") hereby represents and warrants that they have inspected the Leased Equipment and found it to be in good working order, and that they know how to use the Leased Equipment. The Lessee shall ensure that the Leased Equipment is used for its intended purpose by qualified persons having the necessary skills and experience, in accordance with instructions provided by the Lessor's representative and the manufacturer of the Leased Equipment, as applicable, or at the Lessee's request. The Lessee undertakes to provide the Lessor with the exact location of the Leased Equipment, subject to the terms of this Agreement, and to provide such information to the Lessor each time the Leased Equipment is moved and/or upon request by the Lessor.

TERMS AND CONDITIONS

ARTICLE 1. RENTAL PERIOD AND USE

Subject to the terms and conditions set forth in ARTICLE 3 of this Agreement, the Leased Equipment is leased on a daily basis. The rental period begins as soon as the Leased Equipment leaves the Lessor's premises or upon delivery, and ends when the Lessor is in possession of the Leased Equipment or when a return code has been provided by the Lessor in the situations described in ARTICLE 3 of this Agreement, provided that the Leased Equipment is in working order (the "Rental Period"). If this is not the case, the Rental Period, with respect to the Leased Equipment, shall continue until it is usable. For the purposes of this Agreement, rental periods shall be interpreted as follows: 1 day means 24 hours; 1 week means 7 days; 1 month means 28 days. The Leased Equipment may be used for 8 hours per day, 40 hours per week and 160 hours per month. The Lessee undertakes to inform the Lessor of any use in excess of the foregoing limits, and such excess use shall be billed on a pro rata basis.

ARTICLE 2. CONDITION OF THE EQUIPMENT

The Lessee is and remains fully responsible for the Leased Equipment until it is returned to the Lessor in good condition and must keep it under lock and key or under supervision until it is returned to the Lessor. The Lessee agrees to return the Leased Equipment to the Lessor in the same condition as at the time of the initial rental, except for normal wear and tear, subject to the provisions of paragraph7.1 . If the Lessee is not satisfied with the performance of the Leased Equipment, they must return it immediately or notify the Lessor by email or phone to obtain a return number.

ARTICLE 3. RETURN OF THE LEASED EQUIPMENT

Lessee's Obligations

At the end of the Rental Period, the Lessee undertakes to return the Leased Equipment to the exact location where the Lessor delivered it or to the branch from which the Lessee leased it. If the Leased Equipment cannot be returned to the Lessor for any reason whatsoever, including in the event of Force Majeure (as defined below), the Rental Period shall continue and the rental charges shall continue to accrue and remain payable until the Leased Equipment is returned. If the Leased Equipment is not returned within 90 days following the end of the initially agreed upon Rental Period, the Lessor may, at its sole discretion and without prejudice to its other remedies, require the Lessee to pay the replacement value of the Leased Equipment as damages. For greater certainty, the claiming or payment of the replacement value shall not extinguish or in any way limit the Lessee's obligation to pay the rental charges in accordance with the terms hereof, which rental charges shall continue to accrue until the Leased Equipment is returned or until the Lessor receives written or verbal notice from the Lessee confirming the Lessee's inability to return the Leased Equipment, together with full payment of all amounts due as rental charges and, where applicable, the replacement value of the Leased Equipment as damages.

For the purposes of this Agreement, the term "Force Majeure" means any event or circumstance beyond a party's reasonable control, including, but not limited to, natural disasters, fires, floods, wars, terrorism, riots, strikes, lockouts, labour disputes, governmental measures or restrictions, pandemics, epidemics, power outages, transportation disruptions, or any other unforeseeable event preventing a party from performing its contractual obligations.

Delivery and Pickup by the Lessor

Where the Lessor is contractually required to deliver and retrieve the Leased Equipment after use, the Lessee must notify the Lessor (by telephone, email or customer portal) in order to obtain a return code confirming the time and date of the end of the Rental Period. If the Lessee fails to notify the Lessor, rental charges shall continue to accrue until the Lessee obtains a return code. The Lessee undertakes to provide assistance in handling the Leased Equipment and to cooperate with the Lessor's representatives for the return of the Leased Equipment, including assisting with loading. At the time of delivery or pick up, any representative of the Lessor may request a release of liability if, in their discretion, they consider that there are risks of damage to property or injury to the Lessee or any other person. In the event of damage to the Leased Equipment, the Lessor's representative will prepare a list of damages and the Lessee shall be invoiced accordingly.

ARTICLE 4. THEFT AND INABILITY TO RETURN

Notwithstanding ARTICLE 3 of this Agreement, if it becomes impossible for the Lessee to return the Leased Equipment to the Lessor for any reason whatsoever, including but not limited to theft, irreparable destruction or Force Majeure events, the Lessee shall remain liable for rental charges until the Lessor has received, by email (customer@simplex.ca), a notice confirming the Lessee's inability to return the Leased Equipment and specifying the reason thereof. The Lessee agrees to pay the Lessor the replacement cost of the Leased Equipment, without depreciation, at the replacement value then in effect at the time notice of loss is given, being the Manufacturer's Suggested Retail Price (MSRP) or the cost of replacing the equipment with an equivalent new model, including shipping costs where applicable and all applicable taxes. The Lessee acknowledges and confirms that it maintains adequate insurance coverage for the Leased Equipment and that its full cooperation will be required in dealings with insurers. In the event of theft, a police report is required and must be sent to the Lessor within 48 hours of discovery of the theft.

ARTICLE 5. LIMITATION OF LIABILITY OF THE LESSOR

The Lessee undertakes to ensure that the Leased Equipment is suitable for its intended use. The Lessor shall not be held liable for any damage, loss or injury resulting from the use of the Leased Equipment, and the Lessee may not invoke the fault of a third party or a Force Majeure event against the Lessor. The Lessor shall not be held liable for damages suffered by the Lessee resulting from a delay in delivery of the Leased Equipment or from its malfunction. If it is conclusively demonstrated, based on objective evidence, that the total loss of the Leased Equipment results from a defect therein, the Lessee shall not be liable for damages to the Leased Equipment; however, rental charges shall continue to apply for the benefit of the Lessor until the time the total loss occurred. The Lessor shall not be liable for damages or injuries caused by a latent defect or a defect in the system of the Leased Equipment. In such cases, the Lessee expressly waives any claim against Simplex and acknowledges that any recourse, if applicable, shall lie solely against the manufacturer, without involving or exercising any recourse against the Lessor. The Lessor shall charge, and the Lessee undertakes to pay, any fine, penalty or offence resulting from the use of the Leased Equipment, plus twenty percent (20%) of the final amount paid by the Lessor as an administrative fee.

ARTICLE 6. MAINTENANCE OF THE EQUIPMENT

The Lessee must exercise proper and continuous care over any Leased Equipment that generates heat, combustion, explosions or friction, or that is used with flammable, explosive or other substances, and must ensure that the Leased Equipment is operated by qualified personnel. The Lessee further undertakes to comply with all applicable federal, provincial, municipal or other laws and regulations, including, without limitation, those relating to the use or transport of cylinders, tanks or other pressurized containers, and to ensure that such containers are securely closed after use. The Lessee further undertakes to provide proper care for any other components of the Leased Equipment, including, without limitation, batteries (water levels), chargers, etc.

ARTICLE 7. DAMAGES

7.1.The Lessee undertakes to pay the Lessor an amount equal to 10.9% of the rental charges, to cover damage attributable to normal wear and tear of the Leased Equipment in situations other than those provided for in ARTICLE 7.2.

7.2. The percentage referred to in ARTICLE 7.1 does not cover damages to the Leased Equipment that exceed normal wear and tear. For the purposes of this Agreement, "damages exceeding normal wear and tear" means any deterioration, breakage or loss resulting from the Lessee's negligence, misuse, abuse, failure to follow the manufacturer's or the Lessor's instructions, or failure to comply with the maintenance obligations provided for herein. Such damages includes, without limitation, damage caused by overloading or overheating, the use of improper fuel or lubricants, or failure to properly secure or protect the Leased Equipment during transport, as well as any accident or collision on public roads or private property.

7.3. Within 24 hours of any loss, damage or accident involving the Leased Equipment, the Lessee must provide the Lessor, by email at customer@simplex.ca with a written report detailing the incident, together with a police report where applicable.

7.4.The Lessee undertakes to reimburse the Lessor for the full cost of labour and parts, as well as any necessary replacement costs. Where the Leased Equipment is not in working condition, this Agreement shall remain in force and rental charges shall continue to be payable during the repair period until the Leased Equipment is operable again.

ARTICLE 8. DEFAULT AND NON-PERFORMANCE

Any breach or failure by the Lessee to perform any obligation under this Agreement shall result in the loss of rental privileges and shall entitle the Lessor to require the immediate return of the Leased Equipment. The Lessor shall also have the right to repossess the Leased Equipment at the Lessee's sole expense.

In all cases, these rental terms and conditions shall continue to apply notwithstanding such default. The Lessor shall remain entitled to claim all rental payments due, as well as the cost of repairs for damages caused to the Leased Equipment while it was under the care and control of the Lessee.

ARTICLE 9. PAYMENT TERMS

Payment of the rental charges is due upon issuance of the invoice by the Lessor, unless otherwise agreed between the parties. Any overdue account shall bear interest at a monthly rate of 1.5%, being 18% per annum.

ARTICLE 10. SUBLEASE AND ASSIGNMENT

The Lessee may not sublease or assign this Agreement or the Leased Equipment without the prior written consent of the Lessor. Written consent may be requested at customer@simplex.ca. The Lessee may not sell, hypothecate or otherwise encumber the Leased Equipment.

ARTICLE 11. GOVERNING LAW

11.1. Subject to the provisions of ARTICLE 11.2 below, this Agreement shall be governed by the laws of the Province of Québec. The parties elect domicile in the judicial district of Montréal.

11.2. If the invoice is issued by a branch of the Lessor located in Ontario, or where this Agreement is entered into by such a branch, the laws of the Province of Ontario shall govern the Agreement or the invoice, as applicable.

ARTICLE 12. PERSONAL INFORMATION

By using our services, you acknowledge and agree to the terms set forth in these general rental terms and conditions and in our privacy policy, available at the following address: https://www.simplex.ca/en/customer-services/privacy-policy.

ARTICLE 13. INDEMNIFICATION

The Lessee shall indemnify and hold harmless the Lessor, its directors, officers, employees, heirs, executors, successors, assigns and agents from and against any loss, damage, liability, cost or expense (including reasonable legal fees and disbursements, plus an administrative fee of twenty percent (20%)), arising out of or in connection with:

a) any breach by the Lessee of any term or obligation set forth in this Agreement;

b) the possession, use, operation, transport, or return (or failure to return) of the Leased Equipment;

c) any claim, demand, action, or proceeding by a third party relating to the Leased Equipment and its use; and

d) any legal proceeding, including, but not limited to, an opposition to seizure (before or after judgment) relating to the Leased Equipment.

I HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS

X _____