



Dwight Crane Ltd. Mobile Crane, Boom Truck and Carry Deck Crane Standard Terms and Conditions

Our terms and conditions apply to each and every offer, estimate, agreement, purchase order, or the like ("Agreement") and any commitments arising therefrom. between Dwight Crane Ltd., ("Dwight Crane") and its Customer, Client, Contractor ("Customer") in relation to the provision of goods and/or services ("Work"). No Terms and conditions of whatever kind of the Customer and/or referred to by the Customer and/or customarily in use by the Customer are applicable and any such terms and conditions are hereby explicitly rejected by Dwight Crane. By providing this estimate, which is for budget pricing purposes only, Dwight Crane Ltd is under no obligation to perform the work in the estimate and may refuse any estimated work at their sole discretion without reason or cause, without penalty or responsibility for any costs, liability, claims or loss incurred by the customer, contractor or agent, including without limitation liability for any indirect or consequential damages.

A cancellation charge of minimum crane and labour charges estimated plus all applicable fees will be charged unless there is a 24 hour cancellation notice received by phone contact with dispatch personnel in our office during regular business hours, or by speaking personally by phone with one of our after hour operators. After hour operators are available weekdays from 5:00 p.m. to 7:00 a.m. on regular business days and 24 hrs per day on holidays and weekends. You can contact them by calling our regular business number 905-686-3333 and when the recording starts dial 3 and you will be transferred to our live operator, if busy or temporarily unavailable please leave a message and a phone number where you can be contacted. Some permit and fee charges may not be cancellable with less than 48 hours' notice. At Dwight Crane Ltd discretion, inclement weather charges will consist of 4 hours crane charges and 4 hours for any additional personnel plus any non-cancellable or applicable fees, paid duty hours etc. **You cannot cancel or re-schedule by voice mail, or e-mail or text. You must speak directly with Dwight Crane Personnel.**

The hourly rate on the estimate unless explicitly stated otherwise includes the regular hourly rate for a crane operator and an apprentice operator where required by the collective agreement or by any legislation applicable at the location where service is provided. The hourly rate stated does not include extra expenses or overtime. Unless otherwise stated in these general terms and conditions, the applicable hourly rate shall be the rate in effect at the time service is provided according to Dwight Crane pricing. A variable insurance and fuel surcharge may apply if stated; all taxes are extra and additional to publicised rates. Additional charges shall be added for each additional crane operator, apprentice operator or other employee, at the rate in effect at the time that the work is performed, according to Dwight Cranes pricing. The Customer agrees to pay any supplement to the hourly rate resulting from overtime worked by crane operators, apprentice crane operators and other employees in addition to the regular working hours. Overtime charges are extra to published rates and apply before 7:00 a.m. and after 4:30 p.m. Monday thru Friday, for any time after 8 hours and for all work performed on Saturday, Sunday and Holidays. Travel is billed at 1 hour to first location and 1 hour at departure from the last location, within the GTA. Billing will be for the minimum hours stated for the crane allocated including travel or for actual time booked plus travel, whichever is the greater amount. All times stated are estimated only and may vary greatly. For each request for crane services and/or standby time, the following minimum number of hours per day shall be charged. All minimum hours quoted for each crane size includes 2 hours travel time unless stated otherwise in the estimate. Travel times may increase outside of the GTA. (A) Boom Trucks up to 40 Ton Capacity (4 hours). (B) Mobile Cranes up to 50 Ton Capacity (4 hours) (C) Mobile Cranes up to 80 Ton capacity (6 hours). 90 Ton Mobile Cranes and larger (8 hours). Minimum hours per crane size stated, and rates are subject to change without notice and may vary due to the times and type of work at Dwight Crane Ltd.'s sole discretion.

Additional charges: In all cases, the Customer shall pay Dwight Crane the following charges: (A) The hourly rate applicable for the crane used for the time on site required for set up, assembly, hoisting, tear down and disassembly plus travel times. (B) Transportation expenses for the crane operator and apprentices or other personnel in addition to their time at the hourly rate in effect at the time the Work is performed according to Dwight Crane pricing and for travel between the worksite and Dwight Crane or sub affiliates place of business when the crane is kept on the worksite. Suitable accommodation and transportation costs if the operator and personnel are required for consecutive days outside of the GTA if required. (C) The cost of transporting any of the following by truck or trailer to and from the worksite; equipment, booms, jibs or extensions, counterweights, mats or other required accessories. (D) Call-in pay provided in the collective agreement, at the rates in effect for each crane operator and assistant operator when the work is performed. (E) The cost of any additional rigging or other equipment required, (including transportation) on site but not originally requested by the Customer to perform the Work. (F) The Customer shall pay any costs incurred for bridges, ferries, toll roads, escorts, weight tickets, passes and other permits, fines for legal infractions and other incidental expenses.

The Customer is responsible to provide free and clear access to the site hoisting area and shall be responsible for identifying any unusable site conditions such as but not limited to hidden services, underground structures, overhead wires or any other structure that can be damaged by Dwight Crane Equipment. Any lift from public access will require a permit issued by the municipality or regional offices which will be obtained by Dwight Crane on behalf of the Customer at the Customers' expense plus Dwight Crane administration fees and all requirements of the permit will be provided by Dwight Crane and billed as additional costs. Any permit provided by the customer must be for the specific purpose of any Work to be provided by Dwight Crane and must be provided to Dwight Crane at the time of booking.

If the worksite is inadequate and conditions necessitate reinforcement, ground compaction, and or relocation of equipment and services to permit the work to proceed, it shall be at the sole responsibility and expense of the Customer. The Customer acknowledges that the weights in lbs and the distances in feet are provided by the Customer and are accurate and that said measurements are used to determine the crane or equipment size required and any variance may result in different equipment being required and that the Customer may incur additional costs. Should the site appear to be unstable and the Customer requests the operator to proceed, additional charges to the Customer may be incurred, including but not limited to removal of the equipment and any damages to the site or to Dwight Crane Equipment. Any damages incurred to property or equipment (including Dwight Crane Equipment) as a result of towing or pushing will be charged to the Customer.

Dwight Crane's Equipment and Personnel shall at all times be operated in accordance with the applicable Occupational Health and Safety Act Regulations and Dwight Crane's own Health and Safety guidelines and within the manufactures lift charts and operating manuals. Dwight Crane reserves the right to suspend the use or operation of any of their equipment if there operator or any other personnel judges at its sole discretion that it is appropriate to do so for any reasons of safety of persons or for the protection of the equipment or property. The Customer shall not be entitled to claim damages for this. If service is delayed, halted or terminated due to unsuitability or instability of the equipment, breakdown, mechanical defect, accident or any other cause beyond the control of Dwight Crane. Dwight Crane will not be liable for, nor will the Customer be entitled to claim for damages for, but not limited to loss of use of the equipment, waiting time for the Customers employees or similar claims against the Customer by third parties.

The named Customer hereby certifies that they are either the property owner(s) of the property listed in the Agreement or are authorized with the property owners express permission and consent as a contractor or tenant and are acting as agent for the property owner(s) and warrant to Dwight Crane that they have the authority to enter into this agreement and provide the authorizations contained herein on behalf of the property owner(s). By signing this estimate and booking this Work, the Customer authorizes Dwight Crane or any sub rental thereof to drive and set up a crane or equipment on the above listed property as required performing the Work. The Customer further represents and warrants that they have permission of the neighbouring properties to use their airspace if required and to set up equipment on the property. The Customer must provide written permission from the neighbouring property owner(s)

The Customer acknowledges that Cranes, Aerial Equipment and Support Vehicles are inherently large, extremely heavy with limited manoeuvrability and that they can cause extensive damage. The equipment may have axle ratings of 20,000 lbs per axle or higher. The Customer undertakes and guarantees that the ground, pavement, soil or any structure on the worksite and in the worksite area will be stable and withstand the weight of the crane or equipment.

The Customer hereby undertakes to indemnify and save Dwight Crane harmless from any and all actions, Law Suits, Proceedings, Costs, Expenses, Damages and Liabilities including actual reasonable outside legal fees arising out of, connected with, or resulting from a crane or equipment being on the property listed above or adjacent properties. This waiver and indemnity applies to all property including but not limited to roadways, parking lots, lawns, grass, sidewalks, driveways, sprinkler systems, culverts, curbs, sewers, water, hydro or gas lines, hidden services or underground structures, trees, bushes, gardens or any other items. This also includes property access from public roadways. Under no circumstances shall Dwight Crane, its affiliates, employees, officers or agents be liable for any special, incidental or consequential damages arising out of the use of the crane(s) or any other equipment supplied by Dwight Crane or any services performed hereunder howsoever caused, even if Dwight Crane had previously been advised or made aware of the possibility of these damages and shall not be liable for any person's lost profits, revenue or failure to realize any expected savings. The Customer agrees to indemnify Dwight Crane and hold it harmless from any liability for physical damage or bodily injury either caused or sustained by objects owned by the Customer or third parties that are transported or lifted during performance of the Work, and to defend Dwight Crane against any legal action including, but not limited to, any suit seeking damages because of pollution resulting from spill, discharge, emission or dispersal of any solid or liquid or gaseous substance into the atmosphere, water, ground, water mains, drainage systems or any other place, and shall pay any legal, clean up or other costs resulting from such action. Acceptance of this estimate and any scheduled booking of Work with Dwight Crane, this indemnity and waiver will apply to any attendance or Work performed by Dwight Crane or any sub rental affiliates at the address listed on this estimate. This waiver and indemnity does not expire.

Dwight Crane maintains commercial general liability and standard automobile liability insurance with limits of \$5,000,000.00 each in aggregate and the customer acknowledges that Dwight Crane is only insured to the hook for hoisting purposes to a maximum \$1,500,000.00 and the Customer undertakes to insure at its own expense all objects owned by the Customer or third parties that must be transported or hoisted by Dwight Crane Ltd or its affiliates, against any loss or damage sustained during the performance of the work for an amount equal to the value of the objects.

The Customer is responsible for providing the weight of any objects to be lifted by Dwight Crane equipment or crane(s) and is responsible for any and all failures and claims arising from or related to the weight of the objects. The customer understands and undertakes that the weights and distances given to Dwight Crane, and its employees, whether for estimating, dispatching, sales or operating personnel will be true and accurate and accepts all responsibility and liability for any actions and operations performed by Dwight Crane, its employees, operators or sub rental operators based on the weights given by the Customer. The Customer is responsible for the adequacy of design and strength of any lifting lug or devise which is part of, or attached to any object and any and all rigging and lifting apparatus failures or defects, including the negligent use or negligent supervision of use by the Customer of rigging or lifting apparatus supplied by the Customer, or any equipment loaned to the customer by Dwight Crane or any sub rental affiliate. It is the Customer's responsibility to provide competent and qualified personnel to rig and signal crane operations. The Customer is solely responsible for the method of rigging the load or objects to be hoisted and agrees that all persons involved in the rigging process are under the Customer's direct supervision and control, including any rigging assistance performed by Dwight Crane personnel. All rigging equipment must be inspected by the Customer to insure that it is undamaged and in good condition and is within the manufacturer's recommendations and load limitations. Any rigging assistance or material provided, including but not limited to chokers, shackles, slings, fittings or any other rigging equipment that may be loaned to the customer shall be used and accepted by the customer at its sole risk and responsibility. The Customer shall accept all risk and be responsible to pay for any damage or injury caused by improper or failed rigging including damage to Dwight Crane or any sub rental personnel, property, rigging or equipment.

In Consideration of Dwight Crane proceeding with the Work, as per the Customer's request, the Customer agrees to indemnify and hold Dwight Crane and any sub rental affiliates harmless with regards to any property damage, litigation costs, fines, and restoration or repair costs. The undersigned agrees that they have the sole responsibility to pay all costs associated with the repair and restoration of any damaged property. The Work shall be governed and interpreted according to the laws of the province where the Work is performed. In the event that any portion of this document deemed is unenforceable or invalid by a court of justice, the validity and enforceability of the remaining provisions or amendments shall not be affected.

It is understood that any estimate provided is for budget purposes to establish crane, aerial, trucking, labour, permit and any charges related to meeting the requirements of the permit, or performing the work is based on information supplied by the Customer. At the Customer's request Dwight Crane will assign a field representative to schedule and review site conditions with the customer (during regular week day business hours) at no charge, but the estimated crane size and capacity determined by the Dwight Crane field rep may not be adequate if there are any changes in the set up locations, weight of the objects to be lifted, changes in site conditions or if there are obstructions of any kind not brought to their attention during or after the site visit. It is the crane or equipment operators, prerogative to refuse any Work should they determine that the site conditions, weather conditions or if they determine that their equipment is not adequate to safely proceed. Dwight Crane Ltd will not be responsible for any costs incurred by the customer as a result of the work being cancelled as a result of any changes or perceived or actual unsafe conditions.

Dwight Crane strives to perform all Work safely, efficiently and to our Customers' satisfaction.

Customer satisfaction is a priority for us and if you are not satisfied with our work we need to hear from you so that we can address the situation.

If Dwight Crane staff does not converse or perform their duties professionally, courteously, safely and efficiently to your satisfaction we request that you notify us in writing and forward your complaint to our office manager for review. Please include the date, time and location of the Work, a phone number where you can be reached and which employees you were in contact with and specific details of your complaint. Whether your complaint is from speaking with our staff, the work performed or with billing issues, we want to know.

We would also appreciate hearing from you if you feel any of our staff provided service above and beyond your expectations.

We are thankful for all existing and prospective customers who give us an opportunity to provide our services.