



7506 - 43 Street  
Leduc, Alberta T9E 7E8  
Tel: (780) 980-8000  
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Toll Free: 1-888-2286726  
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www.toranpower.com

Date:

Total Pages:  
(Including cover page)

<b>To:</b> <b>Company:</b> <b>Fax:</b> <b>Phone:</b>	<b>From:</b> <b>Phone: (780) 980-8000</b> <b>Fax: (403) 571 - 5191</b>
<b>Re:</b>	<i>Application for Credit - Rush</i>

**BEFORE SHIPPING EQUIPMENT**  
**Toran requires an account or credit card authorization**

**TORAN ACCOUNTS DEPARTMENT – Fax 403-571-5191**

**TO SET UP AN ACCOUNT:**

- A) Sign Rental Terms & Conditions, and return signed copy to our office.
- B) Fill in Credit Application, and return it to our office. It will take a few days to process the application  
*Quick Shipment Requires the above, and;*
- C) Fill out Credit Card Payment Authorization, sign, and return on the spot.
- D) Sign Delivery Ticket upon future receipt, and return signed copy before shipment can be made.

**Note:** Toran will not use the Credit Card for payments, unless account is not approved.

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# Application for Credit

Sent by Toran  
 Representative: \_\_\_\_\_

Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Web Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**Contacts:**

Operations \_\_\_\_\_ email \_\_\_\_\_

Accounts Payable \_\_\_\_\_ email \_\_\_\_\_

Ownership:  Private Co.  Public Co.  Partnership  Proprietorship

Type of Company:	<input type="checkbox"/> Oil & Gas (Major)	<input type="checkbox"/> Oil & Gas (Int.)	<input type="checkbox"/> Oil & Gas (Junior)	<input type="checkbox"/> Oil & Gas (Small)	<input type="checkbox"/> Oilsands
(Check One)	<input type="checkbox"/> Underbalanced Drilling	<input type="checkbox"/> Drilling	<input type="checkbox"/> Centrifuge	<input type="checkbox"/> Production	<input type="checkbox"/> Production Testing
	<input type="checkbox"/> Construction	<input type="checkbox"/> Camps and Catering	<input type="checkbox"/> Rental Company	<input type="checkbox"/> Trucking	<input type="checkbox"/> Other

Principals of Business	Title
_____	_____
_____	_____
_____	_____

Number of Years in Business \_\_\_\_\_

Auditors / Accountants \_\_\_\_\_

Bank and Branch \_\_\_\_\_

Account Manager \_\_\_\_\_ Telephone \_\_\_\_\_

Amount of Cash / Operating Line Available \$ \_\_\_\_\_

Trade References (No Lease or Utility Co.'s)	Telephone	Fax
_____	_____	_____
_____	_____	_____
_____	_____	_____

PO's Issued  Yes  No Buyer's Name \_\_\_\_\_

Credit Requested \_\_\_\_\_ Terms **Net 30 days** (unless otherwise agreed upon by Toran)

Authorized Officer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Position \_\_\_\_\_

**Please Remit Payments to: Suite 1800, 715 - 5th Avenue SW  
 Calgary AB, T2P 2X6**

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## Credit Card Payment Authorization

Date \_\_\_\_\_

Customer Name: (the "Customer") \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Delivery Ticket # \_\_\_\_\_

Job Description \_\_\_\_\_

Credit Card Type     Visa                       Mastercard                       American Express

Card Number \_\_\_\_\_                      Expiry Date \_\_\_\_\_ / \_\_\_\_\_

The Customer acknowledges the "Standard Rental Agreement Terms & Conditions" ("T&C") of Toran Power & Equipment Ltd. ("Toran"). Further the Customer authorizes Toran to charge the above noted credit card as follows: (please check one or more if applicable)

Deposit of \$ \_\_\_\_\_ on \_\_\_\_\_

### Pre-Authorized Payment

The Customer agrees to pay for services and equipment in accordance with the T&C and as specified on the Delivery Ticket. Toran shall invoice the Customer upon return of the equipment, or if the rental period extends beyond the end of any month, at the end of the month thereafter, or at the request of the Customer, any shorter period therein. The customer shall pre-authorize Toran to charge the periodic invoice amount to the above noted credit card after completion of the invoice. Toran shall provide a copy of the credit card terminal receipt after successful processing of payment and mail a copy of this to the Customer with the associated invoice.

**Other** \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 We acknowledge and are in agreement with the above.

\_\_\_\_\_  
 Name and Position (Please Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



Toran Power & Equipment Ltd.

Abbreviated Rental Agreement Terms and Conditions Authorized Signature: \_\_\_\_\_

### **Introduction**

1. The following is an abbreviated version of the terms and conditions that apply to usage of equipment from Toran Power & Equipment Ltd. ("Toran"). A full version of our standard rental agreement is available Upon request. By accepting equipment furnished under this agreement, the customer accepts and agrees to these terms and conditions. Any modifications to these terms and conditions must be in writing and signed by an officer of Toran. Equipment is referred to herein shall include all related accessories, manuals, and other items to be delivered as specified. See Article 1

### **Payment Terms**

1. Terms are Net 30 days from date of invoice. An interest rate of 1% per month shall accrue on any outstanding balances. See Article 2, 3 and 15

### **Transportation/Point of Delivery**

1. All quoted prices are F.O.B. Toran's maintenance facility in Leduc, Alberta unless otherwise agreed in writing by Toran. All shipping costs including cost of insurance are payable by the customer unless otherwise agreed in writing by Toran. See Article 4  
2. Upon termination of this Agreement by action of Toran or by the Customer, the Customer shall at its expense promptly return the equipment to the Point of Delivery, or other point agreed by Toran in writing.

### **Use and Risk**

1. Customer shall not make any alterations, additions, modifications, or improvements to the equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. Customer may not permit the equipment to be used by another party or at a different location without the express written consent of Toran See Article 5  
2. Toran shall not be responsible for loss or damage to customers business or property or for injury or death to persons; and customer shall indemnify Toran and hold it harmless from claims for any of the foregoing, including associated legal fees and expenses See Article 5

### **Maintenance/Damage to Equipment**

1. Customer is responsible for damage to equipment due to abuse, misuse, or negligence See Article 6  
2. Prior to the unloading of the rental equipment at the job site, it is the responsibility of Customer to make an inspection of the equipment See Article 6

### **Warranty**

1. The Customer acknowledges and agrees (i) that the equipment is of a size, and capacity selected by the Customer, (ii) that the Customer has inspected the equipment and is satisfied that the same is suitable for the Customer's purposes; and (iii) that Toran has not made and does not hereby make any representation or warranty or covenant with respect to the merchantability, condition, quality, durability or suitability of the equipment in any respect to or in connection with or for the purposes and uses of the Customer; any other representation or warranty or covenant of any kind or character express or implied, with respect thereto other than as set forth in... See Article 7

### **Insurance**

1. The Customer shall obtain and maintain General Liability insurance to a limit not less than two million dollars (2,000,000) See Article 8  
2. The Customer shall also provide a Certificate of Insurance naming Toran as a Loss Payee for the value of the Machine (s) for all risks of direct physical damage. If the Customer fails to provide Toran with proof of liability insurance prior to the commencement of work, Toran may secure appropriate liability insurance, and bill the Customer for such charges... See Article 8

### **Default and Termination**

1. Should the customer default in its obligations, the customer agrees to pay Toran for all costs and expenses incurred by Toran in recovering the equipment or monies due and enforcing its rights See Article 9

### **Title**

1. Title to the equipment remains at all times vested in Toran, and nothing contained herein shall be construed to create anything other than the relationship of a lessor and a lessee between the parties. Customer shall not remove, deface, or obscure ownership labels See Article 10

### **Applicable Law**

1. This Agreement shall be deemed to be made in the Canada and shall be construed in accordance with and governed by the laws of the Province of Alberta... See Article 11

### **Waiver**

1. No waiver will be accepted without the written consent of Toran... See Article 12, 13 & 14

### **Indemnification**

1. To the fullest extent permitted by law, the Customer agrees to protect defend and indemnify Toran's and its officers, employees, and agents (the "Protected Persons") from any and all claims, demands, lawsuits, attorneys' fees, costs, expenses, penalties and financial losses arising from any of the following See Article 16 Page 1 of 1 Last Revised - October 24, 2003