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**CONDITIONS OF DELIVERY****BETWEEN**

**ATS TRAFFIC (hereinafter called "the Company")**  
"the Company" defined as: ATS Traffic - British Columbia Ltd.  
ATS Traffic - Alberta Ltd.  
ATS Traffic - Saskatchewan Ltd.  
ATS Traffic - Manitoba Ltd.

**AND**

**The Customer (hereinafter called "the Customer")**

- 1. Delivery of all items listed heron and that all items are of a size design capacity and manufacture selected by the Customer;**
- 2. That the Customer is satisfied that the same is suitable for its purpose;**
- 3. That the items have been satisfactorily delivered both as to number and quantity and condition of merchandise;**
- 4. That the Customer has had an opportunity to inspect the goods and has accepted the goods as being in proper working order and that it shall be the Customer's responsibility to notify the Supplier of any defects in the goods and services delivered;**
- 5. That the Company has not made and does not hereby make, any representation or warranty or covenant with respect to the merchant ability, condition, quality, durability or suitability of any such items in respect or in connection with or for the purposes or uses of the Customer, or any other representation or warranty of covenant of any kind of character, either expressed or implied with respect hereto;**
- 6. The Customer agrees that the Company shall not be liable to the Customer for any liability, claim, loss, damage, or any expense of any kind or nature, caused directly or indirectly, by any item or any inadequacies thereof for any purpose, or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto, or any delay in providing or failure to provide any thereof, or any interruption of loss of service of use thereof, or any loss of business or damage whatsoever and howsoever caused;**
- 7. That the Customer assumes all risks and liability for each item leased hereunder, and for the use, operation, delivery, transportation or storage thereof, and for injuries or deaths of persons and damage to property, howsoever arising from, or incident to the use, operation, delivery, transportation or storage, whether such injury of death be of agents or employees of the Customer or their parties, and such damage to property be to property of the Customer or of others;**
- 8. The Customer shall save and hold the Company harmless from all losses, damages, claims, penalties, liabilities, and expenses, including legal fees on a solicitor and his own client basis, however arising or incurred because of or incident to any item or the use, operation, delivery, transportation or storage or alleged use, operation, delivery, transportation or storage thereof;**
- 9. Rental Equipment is not for purchase or sale;**
- 10. Rental charges cannot be applied to the purchase price of new equipment.**

**Calgary Division**

9800 Endeavor Drive SE, Calgary, AB

**Saskatoon Division**

806C 43 Street E, Saskatoon, SK

**Winnipeg Division**

982 Powell Avenue, Winnipeg, MB

**Edmonton Division**

9015 14 Street NW, Edmonton, AB

**Regina Division**

410A Henderson Drive, Regina, SK

**Langley Division**

200-20351 Duncan Way, Langley, BC