

TERMS AND CONDITIONS

1. **THE RENTAL PERIOD:** The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point.
2. **CALCULATION OF RENTAL CHARGES:**
 - a. **MONTHLY RENTAL RATES** are for minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month and shall apply when the number of hours the equipment is operated in any one month does not exceed 176 (one hundred and seventy six) hours.
 - b. **WEEKLY RENTAL RATES** are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same in the following weeks and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours.
 - c. **DAILY RENTAL RATES** are for a consecutive period of twenty four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours.
 - d. **OVERTIME CHARGES:** Where equipment is operated in excess of the above slated hourly maxima, such excess shall be charged at: 1/176th of the monthly rate for each hour excess of 176 worked in any 30 consecutive day period: 1/40th of the weekly rate for each hour in excess of 40 worked in any one period: 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day.
 - e. After the minimum or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
 - f. Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Customer returns the equipment to the Supplier before the expiration of such Guaranteed Rental Period.
 - g. Any period in excess of three weeks but not more than four weeks shall be deemed to be one full month.
 - h. The rental period begins on the designated approximate delivery date shown.
3. **PAYMENT:** Rental payments under this agreement shall be paid monthly in advance and the initial shall be paid before delivery of the equipment to the Customer or his (its) agent or carrier.

Overdue payments shall bear interest at twenty-four per centum per annum but the acceptance of this interest shall not waive the Supplier's right hereinafter stated to terminate this agreement. Any and all payments due to the Supplier for goods or services provided to Customer hereunder shall be payable to the Supplier at its principal place of business or, thereafter, at such other place or address as Supplier may designate to the Customer in writing. No payment hereunder shall be deemed received by the Supplier until such payment has been actually received by the Supplier and, if any such payment(s) are by way of check or instrument other than cash, when such check or other instrument actually clears payment.
4. **LOADING, UNLOADING, AND TRANSPORTATION:** The Supplier, as its own expense, shall load the equipment for transit to the Customer and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point. The Customer, at his (its) own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points. The Customer shall pay all transportation charges from and to the Supplier's shipping and receiving points. If shipping instructions are not furnished by the Customer, the Supplier may ship the equipment in accordance with its own judgment.
5. **MAINTENANCE OPERATION AND REPAIRS:** The Customer declares that he or its employees understand the operation of the equipment and the application for which it is ranked. The Customer shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the equipment and shall at his(its) own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. The Supplier will be the sole judge as to the condition of the equipment on its return and the Supplier is hereby authorized to repair and resotre the equipment to its original condition, reasonable wear and tear excepted, at the expense of the Customer. The Supplier shall have all reasonable rights of inspection during the term of this Agreement.
6. **DAMAGE TO EQUIPMENT:** The Customer agrees to indemnify the Supplier against all loss and damage to the equipment hereby leased, during the rental period, based on the value of such equipment stated in the Details of Equipment. The Supplier shall give notice to the Customer as soon as possible of any claim of the Supplier under this paragraph.
7. **LIABILITY OF CUSTOMER:** The Customer shall indemnify the Supplier against all loss, expense, penalties, damages, condemnations, and law costs which the Supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage, suffered by any person by reason of the operation, handling, transportation or use of the equipment by or while in the hands of the Customer or the latter's employees, agents or carriers. The Customer hereby renounces all claims which he(it) may have against the Supplier for any loss or damage which he may suffer either direct or indirectly by reason of the condition of the equipment or its suitability for the work it may be required to perform.
8. **INSPECTION:** Before the equipment is loaded for transit to the Customer, the Customer may require an inspection thereof made by a competent authority, and if the equipment is proven not to be substantially in the condition required by this Lease, the cost of the inspection shall be paid by the Supplier.

If the Customer fails to have such an inspection made, the equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the Customer or his agent.

The Supplier shall have the right at any time to enter upon the premises or place where the equipment is located and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the equipment.
9. **TITLE:** Title to the equipment shall at all times remain in the Supplier and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the equipment, other than that of a Customer. The Customer shall give the Supplier immediate notice in case any of the equipment is levied upon, or from any cause it becomes liable to seizure. Delivery of the equipment and goods rented by Customer hereunder shall be deemed to have occurred by delivery by Supplier to Supplier's location where this rental agreement was placed. At Customer's request, the Supplier shall transport to Customer's destination the goods and equipment being rented hereunder, but it is expressly understood and agreed, during such delivery, that Customer assumes all risk of loss at and from the moment delivery to Supplier's place of business, and that thereafter, during any such delivery, should there occur any

damage, disruption or, delay, that same shall be the responsibility of and the risk of loss shall fall on Customer, who shall at all times maintain adequate insurance to cover any such risk of loss. Under no circumstances will Supplier be liable during delivery, or thereafter, for any damage to or delay in delivering the equipment. This risk of loss allocation to Customer shall adhere to this transaction even in the event Customer has not paid in full or the goods at the time of delivery, and even though title to the goods or equipment has not passed to the Customer as provided for hereinafter.

10. If (i) Customer fails to make any payment herein provided for or otherwise fails to perform or keep any term or condition hereof or of any other lease between Supplier and Customer or (ii) the equipment or any part thereof in the opinion of the Supplier is in danger of being seized or attached in any way or (iii) any proceedings in solvency, bankruptcy, receivership, or liquidation be taken against Customer or (iv) Customer shall make an assignment for the benefit of creditors or commit an act of bankruptcy or make a bulk sale of its assets, then Supplier may in any such event at its option by notice declare this lease terminated. Upon such termination Supplier shall recover as damages and Customer shall pay to Supplier the present value (calculated on the basis of an interest rate of 24% per annum) of the total of all amounts payable hereunder as rental or otherwise to the expiration of the term hereof. Customer agrees that such amounts are liquidated damages. The Supplier shall also recover and Customer shall pay the costs and expenses of Supplier including reasonable legal fees incurred to collect the amounts payable hereunder to Supplier. In the event of termination hereof Supplier may without prejudice to its other rights hereto take possession of the equipment wherever the same may be located without demand or notice and without a court order or other process of law but such taking of possession shall not affect Suppliers right to recover damages for breach of this lease as herein provided for.
11. **INSURANCE:** The Customer shall at his (its) own expense maintain liability, theft, fire, and any insurance required to indemnify the Supplier against any loss to or of the equipment to the extent value as stated in the Details of Equipment. This insurance shall be kept in effect from time the equipment is shipped by the Supplier until returned to the Supplier or delivered to another Customer of the Supplier.
The Supplier is to be provided with such evidence of insurance, in a form satisfactory to the Supplier, failing to do so could result in the Supplier to prevent delivery or regain possession of the Equipment. Such insurance shall provide for a deductible of no greater than \$50. Customer shall immediately provide the Supplier evidence of such insurance and shall arrange to have the Supplier named as a named insured under each and every such policy of insurance.
12. **WARRANTIES:** The Supplier makes no representations or warranties respecting the equipment hereby leased, and except for the warranties available from the manufacturer of the equipment and there are no exceptions (expressed, implied, statutory or otherwise) except as expressly stated herein as to any matter whatsoever including, without limitation, the condition of the equipment, its merchantability or its fitness for its particular purpose.
13. **SUB-LETTING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his(its) rights under this Lease or in or to any of the equipment hereby leased without the written consent of the Supplier previously obtained, but the Supplier shall be entitled to assign his(its) rights hereunder and to any of the equipment hereby leased subject to the observance by the assignee of all the obligations of the Supplier hereunder. The Customer shall not ship Equipment from site delivered to without Suppliers written consent.
14. **NOTICE:** Any notice to be given by one party hereto to the other shall be in writing and mailed by pre-paid registered post to the other party at the address shown in this Agreement, and such notice shall be deemed to have been received by the addressee on the judicial day next following that on which same has been so mailed.
15. This contract shall be governed in all respects by the laws of the state which the Supplier has its principal place of business; and if any part thereof is adjudged invalid, illegal, unenforceable, or amended. The remainder hereof shall not be affected thereby, Customer hereby consents to the exclusive jurisdiction of the courts of the state and county in which the Supplier has its principal place of business now or sometime in the future, and hereby agrees to accept service of process of any legal proceedings the Supplier may wish to bring by certified mail, return receipt requested, postage prepaid, or fax, to the Customers address stated above, and the Customer hereby waives the right to any jury trial in any proceedings the Supplier may bring.
16. In the event of any default of the terms as expressed herein, or elsewhere, Customer hereby authorizes the Supplier to peaceably enter onto and into Customer's premises and property wheresoever located at any time for the purpose of repossessing all or any part of the equipment and, in addition, to reimburse, the Supplier any and all costs, expenses, and attorney's fees associated with any such repossession. Among other possible events of default as defined by law, the occurrence of any of the following events shall also constitute an event hereunder, and the entire balance due the Supplier, for any principal and interest, costs, or attorney's fees, shall at the option of the Supplier and without notice or demand, become immediately due and payable. (1) failure of the Customer to fulfill any obligation, term, or condition agreed herein; (2) failure of the Customer to obtain any and all insurances required herein, or to have Supplier named as a named insured, to provide the Supplier evidences of such insurance on a continual basis; (3) commencement of or proceedings in bankruptcy insolvency rearrangement, or liquidation by or against the Customer; (4) any assignment for the benefit of creditors or composition agreement by the Customer, any or all of its creditors; (5) appointment of a trustee, receiver, conservator, liquidator, or other judicial representative of the Customer for any of its assets; (6) the entry of any judgment against the Customer; (7) a levy upon any of the assets of the Customer, or exposure to attachment or other judgment execution assets; (8) the Supplier reasonably believes itself to be insecure. Upon any event of default, Customer hereby irrevocably authorizes the prothonotary, clerk of court, or any attorney of any court of record to appear for it in any such court at any time and confess judgment without process in favor of the Supplier of any assignee of the Supplier, for such amount as may appear to be unpaid, together with accrued interest, late charges, costs, and attorney's fees of not less than \$2,500 for cost of collection. The Customer hereby waives and releases all errors which may intervene in any such proceedings, waives all rights to appeals, consents to the immediate execution upon such judgment, agrees not to file any bill in equity judgment, and hereby ratifies and confirms all that said prothonotary, clerk or court, or attorney may do by virtue hereof. If a copy of this agreement, verified by the holder hereof, shall be filed in any such action, shall not be necessary to file the original agreement as a warrant of attorney. Further, in the event the Customer breaches any of the terms or conditions of this agreement, then in such event the party shall on behalf of Customer, hereby agrees to be personally liable for any and all amounts due the Supplier, hereby similarly authorizes the Supplier to enter into and confess judgment against him or her personally.
17. This agreement shall be deemed to have been signed by, and Customer hereby warrants and represents that he is, a person fully authorized to enter into this contract and conditions of sale and that person is acting within the scope of his responsibility on behalf of the Customer or his or her own behalf. This agreement shall be binding upon the Customer and its successors, assigns, heirs, and representatives, and shall and does inure to the benefit of the Supplier and any of its successors, assigns, or representatives.

18. The equipment must be operated at all times in a safe and responsible manner, in particular, but not exclusively, it must under no circumstances be operated under the following conditions:

- a. In excess of the maximum number of hours running time within a period of times recommended by the manufacturers.
- b. In any other way which contravenes the manufacture's instructions and recommendations
- c. By any person who has not been given proper instruction and training in the use of the machine
- d. By anyone suffering from any disease or illness, by anyone under the influence of alcohol or drugs or other wise incapable of operating the machine in a safe or responsible manner
- e. By a minor
- f. The equipment must be maintained in good condition and serviced regularly
- g. The equipment should not be modified in any way without written permission of a corporate officer

Failure to comply with the above conditions will invalidate any claim whether under the warranty or liability, against the manufacturer and/or seller.