

North America Rental

(Here and after called "NAR")

TERMS AND CONDITIONS OF STANDARD EQUIPMENT RENTAL AGREEMENT

Placing Orders: Orders may be placed via fax or e-mail at any time. Phone orders are accepted during NAR's regular business hours (8 a.m. to 6 p.m. local time). NAR also offers emergency, after-hours service based upon a customer's needs.

Rental Term: For equipment shipped via priority or early morning overnight service, or local deliveries and customer pick-ups requested to be scheduled for receipt by the customer before 12:00 p.m., the rental term begins immediately. For equipment shipped via standard overnight service, or local deliveries and customer pick-ups requested to be scheduled for receipt by the customer after 12:00 p.m., the rental term begins the next business day.

A daily rental rate is the 24-hour period after the rental term begins. A weekly rental rate is the seven consecutive calendar day period after the rental term begins. A monthly rental rate is the twenty-eight consecutive calendar day period after the rental term begins. The lowest rental rate is automatically applied based on how long the equipment is on rent.

Rental Termination:

- A. For equipment shipped back to a NAR office, the rental term ends the business day before NAR receives the equipment back in good condition; A.M. and Saturday deliveries are not required. For customer drop-offs or equipment called off rent and ready for local pick-up before 12:00 p.m., the rental term ends the previous business day; otherwise the rental term will end on the day the call or e-mail is received.
- B. To end the rental term when using **NAR's complimentary pick-up service, a customer must call or send an e-mail to the respective NAR office and advise of the exact pick-up location of the equipment.** If NAR receives the call or e-mail before 12 noon, the rental term will end the previous day; otherwise the rental term will end on the day the call or e-mail is received.

Rental Cancellation: Any order confirmation canceled more than 24 hours in advance of the scheduled delivery/pick-up time will not be charged for the rental. Any cancellations less than 24 hours will be subject to a ½ day rental charge and all applicable shipping fees. Orders cancelled the same day or after shipping or delivery will be subject to a full day rental charge.

Shipping Methods: Unless otherwise specified, NAR ships rental equipment by FedEx standard overnight service. Freight is prepaid and is added to a customer's invoice. Alternatively, customer may provide a FEDEX or UPS account number when placing the order. USPS may not be used for shipping equipment. All orders are shipped FOB origin, and customers are responsible for all delivery and return shipping costs. Customers must return rental equipment by overnight service or will be billed additional rental charges for transit time. NAR offers equipment deliveries and/or pick-ups via courier service, within the vicinity of a NAR office for customers. Contact the local office for more details and the cost associated with a NAR pick-up.

Equipment Condition: When delivered to a customer, NAR rental equipment meets the manufacturer's operating specifications. Upon receipt of equipment, the customer shall notify NAR within 24 hours in writing if the equipment is not operating properly or is damaged in

any way. No one, other than a NAR representative, may perform repairs on the equipment. A customer may recalibrate the equipment or may return it to NAR for recalibration.

Returns: NAR reserves the right to evaluate the returned items to determine if a credit can be issued to the customer. Some items may not be returned once the customer takes delivery. Consumable items that are returned sealed, unopened, and unused, will be subject to a 20% restocking fee. Consumable items that are specially ordered, opened, used, damaged, or cannot be resold, may not be returned for credit. For purchased instrumentation that is returned, NAR will charge a 20% restocking fee to the customer, unless defective. All returns and exchanges must be in original condition and include all accessories

Operation, Maintenance, and Repair: The customer shall supply trained operators for the equipment and shall insure that the equipment is operated properly and is not subjected to careless, rough or improper use. The customer shall be responsible for maintaining the equipment during the rental term, at their own expense, in the same condition as upon delivery, including all routine maintenance all factory recommended maintenance (if applicable), and all repair of the equipment. The customer shall not alter or modify the equipment without the written permission of NAR.

Delivery, Redelivery and Risk of Loss: All risk of loss and/or damage to the equipment shall pass to customer upon delivery of the equipment by NAR and shall remain with customer until the equipment is redelivered to NAR at the redelivery location, regardless of how such loss or damage arises or occurs. Redelivery shall not be deemed to occur, and the rental period shall continue until the equipment is redelivered to NAR in the same condition as the customer received.

Payment Terms:

- A. Credit and Payment Terms: Credit applicant agrees to: (A) Pay all invoices Net 30 days from date of issuance; (B) Past due accounts are subject to 1.5% interest per month; (C) Upon default, the entire balance shall be due and payable; (D) If action or suit by an attorney is necessary, applicant will pay all reasonable attorney's fees, court costs, and costs of collection incurred with or without suit and including appeals, in an amount not less than 25% of the principal amount; (E) Venue of any legal action shall be in St Joseph County, Indiana; (F) Any dispute arising from this agreement will be governed by the laws of the State of Indiana.; (G) NAR may increase or decrease applicant's credit limit without notice; (H) Applicant fully authorizes NAR to contact the trade references and fully authorizes NAR to obtain the applicant's credit information from credit rating bureaus, including the principals listed above; and (I) Applicant fully authorizes release of bank reference information to NAR.
- B. **Credit Card Only Accounts:** NAR may require the applicant to pay all charges in advance via credit card. Such payments will be authorized for the anticipated total invoice amount prior to release of goods or services. Payment shall be due in full immediately upon invoice issuance for such accounts.

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- C. **Payment Methods:** Invoice payments may be made via check, wire transfer, ACH payment, or may be charged to Visa, MasterCard, Discover or American Express. For customers and deliveries outside of the United States and Canada, payment

must be made via wire transfer prior to goods being shipped. Any fees incurred for the payment shall be the responsibility of the customer. NAR is neither responsible nor liable for any taxes, duties, fees or other charges that may be associated with international shipments. If applicant desires to pay for the rental using a credit card, applicant must complete and submit to NAR for approval a credit card authorization form before the beginning of the rental period. NAR will charge the credit card to pay for all invoiced amounts due under the contract during or after the rental period.

Transportation: All transportation is deemed to be for the customer's benefit regardless of whether provided or arranged by NAR (in which event NAR is merely the agent for customer), and all risk of loss and/or damage related to such transportation (including stowage, securing and transit) shall be within the risk of loss transferred to customer.

Inspection and Warranties: The equipment being rented is used and is being rented on an "as is" basis, with the customer having full opportunity to inspect the equipment, or having the equipment inspected for them by technicians of their choice, before this agreement is signed. Any recommendations and/or advice from NAR is agreed to be informal and shall not create any warranty from NAR, it shall remain the customer's sole responsibility to determine the suitability of the equipment for the application intended by customer. IT IS AGREED NAR SHALL BE HELD TO NO OTHER WARRANTY OR REPRESENTATION WHATSOEVER AND SHALL SPECIFICALLY BE EXCULPATED FROM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY THAT THE EQUIPMENT IS FREE FROM LATENT DEFECTS.

Liability and Indemnity: The customer shall be liable for all loss of or damage to the equipment during the rental term regardless of how caused, and shall insure against such loss or damage as noted elsewhere in this agreement, and if such insurance fails to fully reimburse NAR for loss or damage to the equipment within ninety (90) days, the customer agrees that it will fully indemnify NAR shall not be liable for any damages to the equipment or for any other damages whether by reason of faulty operation, failure of equipment or otherwise. The customer shall also be liable for all demands, claims, suits or actions for third party property damage and/or bodily injury to any person or persons, and any other charge, expense, tax, loss, damage, claim or liability whatsoever, arising out of or relating to the equipment during the term of this agreement or involving its use pursuant to this agreement (other than caused by the sole direct negligence of NAR), and the customer agrees to fully indemnify, defend, protect and hold harmless (including costs and legal fees) NAR, its agents, servants, or employees, of and from all such charges, expenses, taxes, losses, damages, claims, suits or actions, including those from its own employees notwithstanding any immunity from suit pursuant to a compensation act.

Insurance: The customer at its sole cost shall procure and maintain the following insurance during the term of this agreement:

- A. Broad form Equipment Floater or similar all risk direct property insurance on all equipment rented, such

- B. insurance to include waterborne, transit and general average risks, with limits of coverage to the values of the equipment noted on face of this agreement.

- C. Broad form Public Liability Insurance covering property damage and bodily injury, such insurance to be endorsed to include contractual liability coverage for this agreement with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate minimum for general liability. Both insurance policies identified above shall name NAR as an assured, and NAR shall be sole loss payee upon the insurance identified in "B". The customer shall be responsible for all deductibles. Both insurance policies shall be endorsed to be primary to any other insurance, including any insurance maintained by NAR, and to provide NAR with thirty (30) days advance notice of cancellation. The customer shall provide NAR with a certificate of insurance confirming compliance with this section in advance of delivery of equipment.

- D. The customer shall also provide NAR with a certificate of insurance confirming that it maintains Standard Workers Compensation and Employers Liability Insurance, and if the equipment is to be used on or about a vessel, Standard Hull & Machinery and Protection & Indemnity Insurance. The customer shall cause each of the policies to be endorsed to waive subrogation against NAR.

- E. The Certificates submitted to NAR shall clearly set forth the insurance coverages and all exclusions and deductible clauses. NAR, in its sole discretion, may allow certain deductible clauses which it does not consider excessive, overly broad or harmful to the interest of the NAR. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth in a., b. and c. above. Allowance of any additional exclusions will be in the discretion of NAR. Regardless of the allowance of exclusions or deductions by NAR, the customer shall be responsible for the deductible limit of the policies and all exclusions consistent with the risks they assume under this Agreement and as imposed by law.

Title, Ownership, and Liens: Title to all equipment and ownership of that equipment shall remain with NAR throughout this agreement. The customer agrees that it will not impair such title, represent to any person that it owns or has ownership rights relative to the equipment, and shall not attempt to mortgage, pledge or use such equipment as collateral under any circumstances. The customer shall not remove deface or conceal signs and markings which identify the equipment as owned by NAR and shall maintain such signs and markings. The customer shall not allow any levy, lien or encumbrance to be placed against the equipment, and shall immediately notify NAR if any levy or seizure of the equipment is threatened or occurs.

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Default: The customer shall be deemed to be in default of this agreement if any of the following circumstances occur.

- A. The customer fails to pay when due and/or according to this agreement;
- B. The customer fails to procure and maintain insurance as provided for in this agreement or to provide NAR with certification of same;
- C. The customer fails to supply trained operators for the equipment;
- D. The customer fails to ensure that the equipment is maintained, operated properly, and not subjected to careless, rough or improper use;
- E. The equipment is altered or modified by the customer without the written permission of NAR; and
- F. Title to the equipment is impaired by a lien or other encumbrance.

Supplier Agreement (including but not limited to, any storage, insurance, repair, transport, legal and remarketing costs). Customer acknowledges and agrees that the NAR Terms and Conditions are incorporated in, and a part of, any contract between customer and NAR relating to the equipment to be provided by NAR. Customer acknowledges and agrees that it has read and understands the Terms and Conditions and accepts the same.

No Consequential Damages: NAR shall not, in any event, be liable, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including but not limited to loss of revenue, whether or not such losses are foreseeable or unforeseeable.

Customer Obligations: During the rental, customer will provide and pay for all consumable parts, batteries, and supplies required to keep the equipment in good condition and proper working order. The customer will notify NAR within 24 hours if any of the equipment becomes lost, damaged, stolen, unsafe, or disabled. If rental equipment is lost, damaged, or stolen, the customer will be responsible for rental accrual thru the date of notification and will pay for replacement (as determined by the manufacturer's current list price) or repair, as the case may be. These replacement costs are billed separately to the customer. If the equipment fails to perform properly and needs to be replaced, NAR will use reasonable efforts to find available replacement equipment in its inventory. NAR reserves the right to refuse any rental equipment returned not properly decontaminated. NAR may also choose to decontaminate equipment for a fee, which will be applied to the customer's invoice. Photographs of damaged and/or not properly decontaminated equipment will be taken and emailed the customer(s). These costs are billed as a separate line entry to the customer.

Non-Assignability: At the option of NAR, this Agreement shall bind the heirs, representatives, successors, or assigns of the customer. Customer cannot transfer or assign this agreement or any rights arising under this agreement to any person, party or entity. Any purported transfer or assignment of this obligation shall be void.

Consequences of Default: Upon default by customer: (a) NAR's consent to the Customer's possession of the Equipment shall terminate and NAR may, by its authorized representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the site or any premises at which the Equipment is located; and (b) the Customer shall pay to NAR on demand: (i) all Rental Payments and other sums due pursuant to the Preferred Supplier Agreement together with any interest accrued; (ii) any costs and expenses incurred by NAR in recovering the Equipment and/or in collecting any sums due under the Preferred