

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and Industrial Products Limited, L.L.C., a Louisiana limited liability company (also referred to herein as, "Lessor," "IPL," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) provided by IPL to you, as identified on P.1 (including any "Instructions" and/or safety device(s) provided per Section [or "§"] 5 below); "Site" means the address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the "Renter," "Customer" or "Lessee" identified on P.1.

2. You agree to rent the Rented Item(s) from IPL for the period(s) specified on P.1 (the "Term"), at the end of which, you agree to return such Item(s) to us as required hereunder. **If you fail to return any Rented Item(s) at the agreed upon time of termination of the Term, this lease may, at the sole option of Lessor, be considered tacitly reconducted until such a time that the Rented Item(s) are returned. As such, the Rent will be increased for any additional time or use.** You agree to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all loss of, and damage to the Rented Item(s) for the entire Term and until all such Rented Item(s) is/are returned to and accepted by IPL in the return condition required under this Contract including § 3 (even if the rental is called off before our acceptance of return). Unless otherwise agreed in writing by IPL, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per 24-hour period for which Rent is charged hereunder (each, a "Rental Day"), 40 hours per 7-Rental Day period, 160 hours per 28-Rental Day period (zero hours for all uncharged-for periods) in accordance with the terms of this Contract. Additional amounts will be charged for late returns and overuse as provided in § 3. You will not be entitled to any cancellation right or reduction of Rent or any other amounts coming due hereunder in order to account for time in transit, Act(s) of God, event(s) of *force majeure* or any other delays or period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless we otherwise agree in writing: (a) you shall pay us: (i) any and all deposit(s) and the Estimated Rent specified on P.1 in advance of the Term (the "Prepayment"); and (ii) all other amounts coming due hereunder upon demand; and (b)(i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; (iv) all Prepayments are **NON-REFUNDABLE** except as provided in § 6; and (v) anything remaining with, in or on any Item(s) upon return to us will be deemed abandoned.

3. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, complete, clean, free of contaminants (including without limitation, asbestos, beryllium and silica) and in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, then in addition to the other amounts due under this Contract, you will pay us: (a) Rent at our highest incremental rate until all Item(s) has/have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, conceal, repair, store, modify or damage any Rented Item(s); (ii) violate any law, policy of insurance or warranty; (iii) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (iv) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); or (v) take possession of or exercise control over any Rented Item(s), without our prior consent (granted, conditioned or withheld in our sole and absolute discretion). Additionally, **YOU SHALL NOT PLACE OR STORE IN OR ON ANY RENTED ITEM(S) (including trailers) any contraband.** Refer to Louisiana Civil Code, Article 2692 for lessee liability for the rental of movables: The lessee is bound to repair damage to the thing caused by his fault or that of persons who, with his consent, are on the premises or use the thing, and to repair any deterioration resulting from his or their use to the extent it exceeds the normal or agreed use of the thing. **You are not permitted to alter, modify, or make changes, material or otherwise, to any Item(s) during the Term of this Contract.**

4. You agree to ensure the Site is reasonably clean, safe, secure and fit for delivery and use of the Rented Item(s) at all times. If we agree to provide any service(s) (including without limitation, delivery and/or retrieval), you shall: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by you, your agents, employees, or any other parties, including providers of other equipment or services ("Other Party(ies)") for which you agree to indemnify, defend and hold harmless IPL. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality, quantities and defect(s) of and/or with respect to the Item(s) and the Site).

5. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, ASSP, DOT, FMCSA, IFTA, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, Cleaning, Decontamination, Ventilation and Electronic Logging Device requirements); (iii) have been made aware of the need to use all applicable personal protective equipment (including RESPIRATORY and FALL PROTECTION) and other safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (go to www.laonecall.com and call 811 or 800-272-3020 at least 3 full business days in advance); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You agree to immediately notify: (A) the local police, IPL and the TPO (if any) in the event of any theft or accident involving any Rented Item(s); and (B) IPL and the TPO (if any) if any of the other requirements of this Section shall be breached or proven incorrect or misleading.

6. In the event of a Malfunction, you will immediately notify, and return the Malfunctioning Item to, IPL, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or any Other Party(ies), we will, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable replacement Item; or (c) with respect only to the Malfunctioning Item(s), return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. IPL will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated direct, indirect, incidental, and consequential damages.

7. Except with respect to Rented Items IPL rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), IPL owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); and/or (c) loan, share, transfer, sublease, store, surrender or assign any Rented Item(s) or this Contract, without our prior written consent (in our sole discretion). We may substitute, sell and/or assign any Rented Item(s) and/or this Contract at any time and from time to time, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of IPL or any TPO.

8. **WARNINGS:** THE ITEM(S) CAN BE **DANGEROUS**. ACCORDINGLY, YOU AGREE TO: (A) PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL PERSONS WHO USE, OPERATE, OCCUPY OR DEAL WITH SUCH ITEM(S); AND (B) ENSURE THAT EACH SUCH ITEM IS TRANSPORTED, SERVICED, CLEANED, MAINTAINED, REPAIRED, **USED, OPERATED AND OCCUPIED:** (I) WITH **EXTREME CARE**; (II) WITHIN ITS RATED CAPACITY; (III) UNLESS OTHERWISE SPECIFICALLY AGREED BY IPL, AT THE SITE; (IV) BY PROPERLY TRAINED,

FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED AND/OR LICENSED (AS APPLICABLE) ADULTS; AND (V) IN FULL COMPLIANCE WITH THIS CONTRACT, THE INSTRUCTIONS AND ALL APPLICABLE LAWS, RULES AND REGULATIONS, AT ALL TIMES.

9. IPL IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER IPL NOR ANY TPO MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor does IPL or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you waive. No descriptions, specifications or advertisements shall be deemed representations or warranties by IPL or any TPO. To the maximum extent permitted under Louisiana Civil Code 2699, by signing herein, you hereby expressly waive any Lessor's warranty provided under Louisiana law.

10. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, THEFT, PROPERTY DAMAGE, AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, INSTALLATION, CLEANING, DISINFECTION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, INDUSTRIAL PRODUCTS LIMITED, L.L.C., EACH TPO, their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with the Item(s), this Contract, our negligence, and/or your breach of any one or more of the terms hereof; and except only as provided in § 6, (C) WAIVE all rights and remedies available under the Louisiana Lease of Movables Act (La. R.S. § 9:3301, *et seq.*), as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.

11. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; (c) workers' compensation insurance; and (d) for all autos/vehicles and trailers included in or with the Rented Item(s): (i) hired auto liability insurance with minimum limits of \$1,000,000; (ii) hired auto physical damage insurance for actual cash value; and (iii) contents insurance for the full new replacement cost of all contents thereof. Such policies shall, whenever possible: (i) name IPL as an additional insured and loss payee; (ii) waive subrogation against IPL and each TPO; (iii) be primary and non-contributory; and (iv) include such other provisions (including deductibles) as we may require. You irrevocably appoint IPL as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims on all of the above referenced policies.

12. You agree to pay all taxes (including sales, use, transfer, value added and other taxes), fines, fees, assessments, tolls and other charges related to each Item. If legal action is commenced in connection herewith, we will be entitled to recover from you our costs and expenses associated therewith including attorneys' fees (which shall include attorneys' fees of 25% of the amount owing Per LA.R.S. Sec. 9:2781, or its successor provision(s), in the event of judicial collection on open account), plus judicial interest, expenses and arbitration costs if we prevail. To the maximum extent permitted under applicable law, you grant to IPL a lien on all real and personal property: (a) placed in or on; and/or (b) improved with, any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be our property. If any performance required of us is

delayed, impaired or rendered more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure* (including fire, flood, storm, earthquake, tsunami, slide, collapse, subsidence, war, terrorism, power surge or outage, epidemic and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. You waive all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (i) 18% per annum; or (ii) the highest rate permitted under applicable law until paid. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide (up to 150% of the new replacement cost of the Rented Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you and received by us hereunder. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. Time is of the essence. There are no third-party beneficiaries hereto other than the applicable Indemnitees. This Contract, together with any addenda(um) we provide (including without limitation, our Insurance Requirements Addendum and Safety Rules), each of which is incorporated herein, represent(s) the entire agreement between you and us, superseding all other agreements and representations (including our website and advertising) and cannot be further amended or extended except in a writing signed by us. These Terms and Conditions apply to all Item(s) identified on P.1, and to **all other Items** you obtain from us at any time (except only as otherwise agreed by IPL). You acknowledge that this Contract: (A) is a true operating lease, and not a capital lease or financing; (B) is fair and reasonable; and (C) shall bind and be enforceable by you, the Indemnitees and all such parties' respective insurers, subrogees, successors and permitted assigns. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deleted, and the remainder hereof will remain valid and enforceable. Digital, electronic, photocopied and facsimiled signatures on this Contract will be deemed originals.

13. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in **DEFAULT** under this Contract, whereupon, we may with or without legal process or notice (and without liability to you or any guarantor), to the maximum extent permitted under applicable law (including the Louisiana Lease of Movables Act): (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable any Rented Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you will indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, repair/replacement costs, loss of use, interest, attorneys' fees, repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available in connection (t)herewith, all of which shall be cumulative.

14. This Contract shall be governed by and enforced under the laws of Louisiana, All disputes arising in connection with this Contract and/or its subject matter, shall, at IPL's option, be submitted to binding **ARBITRATION** in accordance with the Rules of the American Arbitration Association before a single arbitrator and in a location selected by IPL. Judgment on the arbitrator's award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection therewith shall lie solely and exclusively in the federal, state and local courts located in or nearest to the State and County or Parish in which the IPL facility from which you obtained the Item(s) is located (unless waived by IPL). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU WAIVE YOUR RIGHT TO TRIAL BY JURY.**

15. WARNING: Obtaining by false pretenses and/or failing to timely return or surrender leased movables may be deemed **THEFT**, resulting in **CRIMINAL PROSECUTION AND/OR CIVIL PENALTY(IES)**. See LA.R.S. §§14.220.1 and 14:67, *et seq.*, as well as Louisiana Civil Code, Article 2315, *et seq.*, and its/their successor provision(s) for civil penalties in relation to conversion of the rental property.