

## TERMS

C.E. RENTALS and the CUSTOMER hereby agree to the following additional terms to the Rental/Sale/Repair Contract on the reverse side hereof.

### RENTAL TERMS

- RENTAL PERIOD** The normal period shall be for the item herein created and continue for the like rental periods until the equipment is returned to C. E. RENTALS. No deductions shall be made for the time when the CUSTOMER is not operating the machine. All equipment is on rent until (1) CUSTOMER returns equipment; or (2) CUSTOMER notifies C.E. RENTALS to pick up the equipment in writing and receives an off rent confirmation number and either (a) five (5) days have passed after such written notice has actually been received by C.E. RENTALS or (b) C.E. RENTALS takes physical possession of the rental equipment, whichever is later.
- RENTAL CHARGES:** The lessee shall pay rental for the entire rental period on each article of equipment names in the Description of Equipment, at the rate therein stipulated. Additional rent shall be charged as follows:
  - Monthly rental: A month for the purpose of this agreement shall be 28 days, except that for purposes of determining any finance and rate charges under paragraph 2. Of the "General Provisions" Section, a month shall be 30 days.
  - Weekly rents: A full week's rental will be charged for any fraction or portion of a week during which Lessee has equipment covered by this agreement in his possession.
  - Daily Rental. Rental shall be paid for each calendar day in the month except Sundays and legal holidays upon which the equipment is not operated.
  - Where equipment is used more than eight (8) hours a day, for daily rentals or forty (40) hours per week for other rentals, then rental rates shall increase proportionately.
- Maintenance:** CUSTOMER will provide normal daily maintenance for the equipment including but not limited to, fuel, grease, checking oil levels and tire pressures, etc. CUSTOMER shall be liable for any unusual wear and tear or damage and all flat tires. CUSTOMER shall also return the machine to C.E. RENTALS in a reasonable clean condition. If CUSTOMER fails to perform any of the foregoing, the CUSTOMER shall be responsible for C.E. RENTALS regular shop rates for labor and material to repair and clean the equipment.
- LOST, STOLEN, OR PROPERTY DAMAGED.** The CUSTOMER agrees to pay C.E. RENTALS for any rented equipment which is lost, stolen or damaged (beyond a point where it is economical to repair.) The CUSTOMER shall pay C.E. RENTALS an amount equal to the (Agreed Value of Equipment at the time of loss, if indicated on the reverse side hereof, or if not indicated, the equipment's retail value at the time of loss) plus any rent incurred to that date. In the event the equipment is damaged and it is economical to repair, CUSTOMER shall pay C.E. RENTALS regular shop rates for material and labor to repair said equipment.
- REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, CUSTOMER agrees to discontinue use and notify C.E. RENTALS immediately, who will replace with similar equipment in good working order, if available; not withstanding any provision herein contrary, CUSTOMER shall only be entitled to such damages incurred by reason of C.E. RENTALS' gross negligence or intentional misconduct in providing defective equipment for which no repairs or other work have been performed by C.E. RENTALS, or in providing defective equipment for which the thirty (30) day period, described in Paragraph 2. of the "Repairs" Section below, has expired, and then, in any case, only if CUSTOMER provides written notice of defects to C.E. RENTALS, within twenty-four (24) hours of the time of defect.
- INSURANCE.** The CUSTOMER shall as its own expense, insure the equipment against all risk of physical loss or damage, howsoever caused, in the stated amount and name C.E. RENTALS, INC as loss payee on such policy. CUSTOMER represents that it has in force a Liability Insurance Policy which covers the use, operation, transportation and storage of the equipment with a minimum of \$500,000.00 of coverage and name C.E. RENTALS INC, as additional insured. Further, the CUSTOMER shall furnish to C.E. RENTALS a certificate of insurance evidencing that such coverage's are in effect and that such coverage's shall not be changed or cancelled prior to giving C.E. RENTALS ten (10) days written notice of such change.
- TAXES.** The CUSTOMER agrees to pay all taxes incurred in connection with the rental of the equipment including the Chicago Transaction Tax and any other similar tax and to hold C.E. RENTALS harmless from any liability thereof including Attorney's fees.
- REPOSSESSION.** Upon failure to pay rent or other breach of contract, C.E. RENTALS may immediately terminate this contract and take possession of the equipment. C.E. RENTALS and its agent shall not be liable for any claims for damage or trespassing arising out of the repossession of the equipment.
- OPERATION OF EQUIPMENT.** CUSTOMER represents that it has used its skill and expertise in selecting the equipment and will operate the equipment only with qualified operators and with any licenses required under applicable law. Furthermore, the equipment will be operated only for legal purposes and not be operated when the equipment is in bad repair or is unsafe. CUSTOMER agrees, at CUSTOMER'S sole expense, to comply with all applicable ordinances, statutes, laws, administrative and judicial decisions and public policies which may apply to the use of the equipment, and to pay all legal assessments, taxes, and public charges which may be levied upon such equipment while in the possession of CUSTOMER. CUSTOMER shall not permit any other person or employee to operate said equipment and shall give C.E. RENTALS immediate written notice as to where the equipment is being used or stored upon C.E. RENTALS' request; provided however, that regardless of the existence of such a request by C.E. RENTALS, CUSTOMER shall use and keep the equipment in the State of Illinois at all times. No equipment shall be sub-let by the CUSTOMER, nor shall it assign or transfer any interest in this Agreement without written consent from C.E. RENTALS.
- OPTION TO PURCHASE.** The CUSTOMER shall have the option to purchase the equipment within the following days calculated from the date of rental and obtain the following credits on rent paid. Said option must be exercised within the indicated time periods and only by the tendering of a wire/ach payable for the balance, after deducting the appropriate credit herein from the agreed value of the equipment (if such agreed value is indicated on the reverse side hereof, or if not indicated, then from the equipment's retail value at the time of CUSTOMER'S exercise of the option to purchase.) 90% - 1 to 30 days; 80% - 31 to 60 days; 70% - 61 to 90 days subject to mutually acceptable written agreement.

### DISCLAIMER OF WARRANTIES

In the event of CUSTOMER'S rental of equipment for which no repairs or other work have been performed by C.E. RENTALS, CUSTOMER'S rental of equipment for which the thirty (30) day period, described in Paragraph 2 of the "Repairs" Section below, has expired, or C.E. RENTALS' sale of any equipment upon CUSTOMER'S exercise of the option to purchase pursuant to Paragraph 10 above, CUSTOMER acknowledges and agrees that neither C.E. RENTALS nor its agents, officers or employees have made, or herby make, any representation, warranty or covenant with respect to the merchantability, conditions, quality, durability, suitability or enjoyment of the leasehold interest in or of such equipment in any respect or in connection with or for the purpose and uses of CUSTOMER, or any other representation, warranty or covenant of any kind or character, express or implied with respect thereto. Any oral or other statements that C.E. RENTALS' agents, officers or employees may have made regarding such equipment do not constitute warranties, are disclaimed by C.E. RENTALS, and shall not be relied upon by CUSTOMER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT OF A LEASEHOLD INTEREST, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THERE IS NO WARRANTY THAT THE EQUIPMENT DESCRIBED IN THIS PARAGRAPH IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

### REPAIRS

- The CUSTOMER authorizes C.E. RENTALS to do the repairs and maintenance requested and to correct the problems identified on the reverse side of this agreement. THE CUSTOMER shall be charged for all repairs at C.E. RENTALS regular shop rates for labor and material.
- C.E. RENTALS warrants the service and repair work performed to be free from defects of material and workmanship for a period of thirty (30) days. C.E. RENTALS' obligation under this warranty shall be limited to the repair or replacement at C.E. RENTALS' premises of those new parts previously installed or labor previously performed.
- In the event the CUSTOMER requests certain temporary repair work which is contemplated by the parties to be for the convenience of the CUSTOMER only and to be substandard, C.E. RENTALS shall have absolutely no warranty for said work.

### GENERAL PROVISIONS

- PAYMENTS DUE.** CUSTOMER shall pay C.E. RENTALS for all charges within ten (10) days after the date of invoice. Invoices will be issued on or about the date of sale, repair or the first day of each rental period. C.E. RENTALS may require that repairs be paid at the time of pick up of equipment. Under no circumstance shall: (a) lien waivers and affidavits from C.E. RENTALS; for the services provided, be required by CUSTOMER as a prerequisite for payment of the charges; (b) CUSTOMER have a right to setoff or be entitled to withhold any portion of the charges to cover any costs or liability CUSTOMER has incurred or may incur for which C.E. RENTALS may be responsible under an agreement other than that embodied in this writing; (c) the charges be reduced for any delay due to circumstances beyond C.E. RENTALS' control; including strikes, casualty or general unavailability of materials, or Acts of God; or (d) the charges, whether as a result of breach, tort or otherwise, be reduced by consequential, incidental, special, punitive or exemplary damages of any kind (including, but not limited to, loss of profits, revenues or use of or damage to any associated goods, cost of capital or substitute goods, facilities or services, or downtime costs), suffered by CUSTOMER, for any reason whatsoever, whether or not C.E. RENTALS knew or should have known that such damages might be incurred.
- FINANCE CHARGE.** A finance charge of 1.75% per month or the maximum allowed by law, whichever is greater, will be charged on all overdue accounts if CUSTOMER is other than an individual. However, if CUSTOMER is an individual, the applicable finance charge shall be automatically reduced to 1.5% per month or the maximum allowed by law, whichever is greater. Regardless of whether CUSTOMER is an individual, a late charge of 5% of the charges in any given invoice shall be charged when an account is overdue more than thirty (30) days after its due date. This late charge shall be paid a liquidated damages in lieu of actual damages, and not as a penalty, but shall not bar recovery by C.E. RENTALS of any litigation fees and costs indicated in Paragraph 9, below.
- INSPECTION.** CUSTOMER acknowledges that it has had an opportunity to personally inspect the equipment and merchandise and finds it suitable for its needs and in good condition, and that it understands, its proper use. CUSTOMER further acknowledges its duty to inspect the equipment prior to use and to immediately in writing notify C.E. RENTALS of any defect or shortage. If the CUSTOMER fails to notify C.E. RENTALS in writing within seven (7) days of receipt of the equipment or merchandise of any shortage, the CUSTOMER'S claim for shortage shall be void. The notice requirements for defects are governed by Paragraph 5. of the "Rental Terms" Section above.
- DELIVERY IN INSTALLMENTS.** C.E. RENTALS reserves the right to make delivery in installments unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve CUSTOMERS of its obligation to accept remaining deliveries.
- CANCELLATION BY CUSTOMER.** This order shall not be cancelable by the CUSTOMER for delays in delivery or other reasonable cause until five (5) days after written notice of such intention shall have been actually received by C.E. RENTALS and CUSTOMER shall be obligated to accept any goods shipped or delivered by C.E. RENTALS, and shall not revoke such acceptance, during such period.
- LOADING, UNLOADING, and TRANSPORTATION.** If C.E. RENTALS delivers the equipment on its own truck it shall, at its own expense, load the equipment for transit and upon its return unload it. The CUSTOMER shall, at its own expense and risk, do all other loading, unloading, installing, dismantling, and hauling, whether occurring at its own shipping or receiving point, C.E. RENTALS plant, or other point and pay all freight and switching charges. All charges are F.O.B. at C.E. RENTALS' plant. If the CUSTOMER picks up the equipment at C.E. RENTALS' place of business or returns the equipment to C.E. RENTALS place of business pursuant to Paragraph 1. of the "Rental Terms" Section above, the CUSTOMER shall be responsible for loading the equipment on its truck or trailer and properly, tying down said equipment for transport and or unloading it at C.E. RENTALS plant. All risk of loss during transit shall be borne by this CUSTOMER>
- TITLE.** Title to the equipment shall at all times rest with C.E. RENTALS unless transferred to the CUSTOMER through a fully paid sale. The CUSTOMER shall give C.E. RENTALS immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure, and shall immediately cause the equipment to be, at CUSTOMER'S sole expense, free from any such encumbrance or liability, and pay C.E. RENTALS any damage arising there from.
- INDEMNITY.** CUSTOMER shall defend, indemnify and hold harmless C.E. RENTALS from any liability whatsoever whether or not covered by insurance, including legal fees and disbursements by the reason of personal injury to any person or persons, damage to any property arising out of the use, operation, transportation, and storage of the equipment, or impairment of C.E. RENTALS' title to the equipment. The indemnities in this Paragraph 8. shall continue in full force and effect notwithstanding termination of the rental period, whether by cancellation, by operation or law or otherwise.
- COLLECTION COSTS AND GOVERNING LAW.** CUSTOMER agrees to pay all reasonable collection costs, attorney's and all court fees and other expenses involved in collection of the charges or enforcement of C.E. RENTALS' rights under this contract, or incurred by C.E. RENTALS in any litigation, negotiations or transactions in which CUSTOMER causes C.E. RENTALS, without C.E. RENTALS' fault, to become involved or concerned. CUSTOMER consents to exclusive jurisdiction and venue for the enforcement of any terms of this lease with Circuit Court of DuPage County, Illinois (unless waived by C.E. RENTALS). All questions concerning the construction, validity and interpretation of this writing and performance of the obligations imposed by this writing shall be governed by the internal law, not the law of conflicts, of the State of Illinois.
- SEVERABILITY.** The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not effect the remaining provisions.
- Time is the essence of this agreement.
- ENTIRE AGREEMENT.** This writing is the entire agreement between the parties and no oral representation by an employee of C.E. RENTALS shall be binding upon it or enforceable. There is no condition precedent or subsequent to this agreement unless in writing signed by both parties. Only written agreements signed by the parties may modify or alter this agreement.
- No renewal or extension of the time for payment of the charges herein or delay in enforcing any right of C.E. RENTALS under this writing shall affect the liability or the obligations of CUSTOMER. All rights of C.E. RENTALS under this writing are cumulative and may be exercised concurrently at C.E. RENTALS' option.
- CUSTOMER. If a corporation, limited liability company, limited partnership, limited liability partnership or sole proprietorship, represents and warrants that it is duly incorporated or organized under the laws of its respective state of incorporation or organization, as the case may be. CUSTOMER has the right and power to execute this writing, and to grant all powers and rights granted to C.E. RENTALS hereunder.