

CUSTOMER-SUPPLIER TERMS AND CONDITIONS OF AGREEMENT

WHEN THESE TERMS AND CONDITIONS ARE INCORPORATED INTO ANY AGREEMENT, IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THESE GENERAL TERMS AND CONDITIONS AND SAID AGREEMENT, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL.

1. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER ISSUED AT ANY TIME, RELATING TO ANY QUOTE, BID, OR PROPOSAL.

Customer shall be conclusively deemed to have accepted the terms and conditions herein, and to have entered into this Agreement with Supplier ("Supplier" or "Lessor") This Agreement shall be interpreted in accordance with the laws of the state where the Supplier is located and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit. However, for any accident occurring outside the state where the Supplier is located, paragraph 3 and 4 is deleted and incorporated by reference into this agreement is the state specific Indemnity provision (paragraph 3) and the state specific insurance provision (paragraph 4) for the state where the accident occurs, which may be found at URL:

_____. "Equipment" is defined in the Agreement as the equipment being used or leased to the Customer.

2. CHANGE IN CONDITIONS. Any changes to the condition of the site or work from the time of the proposal to the time when Company starts the work shall be the responsibility of the Customer. Customer shall immediately notify Company by email of any changes not previously disclosed regarding the setup or site conditions. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. In either an increase or decrease in work, Customer shall provide an extra work notification to Company. Signing a time sheet is an automatic or extra work notification & serves as authorization of overtime pay.

3. INDEMNIFICATION: insert state specific lanaguage

4. INSURANCE: insert state specific lanaguage

5. OPERATION AND USE OF EQUIPMENT. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the leased Equipment. Company may provide an operator and/or assistant with the Equipment. Customer may accept, reject or replace these persons, however, at all times, the operator and any assistant is under the Customer's exclusive direction, supervision and control and shall be Customer's agent, servant, and employee, notwithstanding the fact that Lessor may administer the payroll and other benefits of such person or persons. Customer shall at all times, transport, store and/or operate the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those persons involved in the transportation, storage and/or operation of the Equipment. During transportation, delivery, set-up, use and operation of the Equipment, Customer, directly and through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the; a) A/D director (Assembly/Disassembly director), b) controlling entity, c) Lift Director, d) Lift Planner, e) Site Supervisor, f) Site Safety Officer, g) Crane User and/or LHE User, i) Crane Operator and or LHE Operator, j) Signalperson, k) Rigger, l) Spotter; and m) Transport Operator, as those terms are defined in 29CFR1926.1400 OSHA), ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes. Also, Customer shall at all times: (i) comply with all applicable federal, state and local laws and regulations relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state and local laws. If Company supplies any Lift Plans for use by the Customer and/or the Lift Director, Customer agrees that the Lift Plan are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the Lift Plan for use. Company is not responsible for any information used in the preparation of the Lift Plan. Customer is solely responsible for the gathering of all information used in the Lift Plan. Customer hereby guaranties that those agents, servants and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned. Customer further agrees to use said Equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar Equipment. Customer expressly agrees that counter-weight in excess of the manufacturer's specification shall not be used. It shall be the duty of Customer to give specific instructions and directions to all persons operating, maintaining, and assembling/disassembling, mobilizing or demobilizing the Leased Equipment.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER'S LIABILITY ON ANY CLAIM OR ANY KIND OF LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF BY

SUPPLIER SHALL IN NO CASE EXCEED THE PAYMENTS RECEIVED BY SUPPLIER FROM CUSTOMER FOR THE EQUIPMENT OR SERVICES UNDER THIS AGREEMENT DURING THE PREVIOUS THREE (3) MONTHS (HEREAFTER REFERRED TO AS "DAMAGES CAP"). SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER, UNDER ANY CIRCUMSTANCES, WHETHER PURSUANT TO AGREEMENT, WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILFUL AND WANTON MISCONDUCT, INTENTIONAL ACTS, OR PRODUCTS AND/OR STRICT LIABILITY) OR OTHERWISE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SERVICES, OR BY ANY INADEQUACY THEREOF, OR BY ANY DEFECT THEREIN, OR BY ANY ACT OF OMISSION IN CONNECTION THEREWITH IN EXCESS OF THE DAMAGES CAP.

7. CONDITIONS – GROUND/POWERLINES. The Customer hereby agrees that it assumes all responsibility and shall be solely responsible for the ground conditions and the proper use of supporting materials during the transportation, storage and the placement of the Equipment for operation of the Equipment. "Ground conditions" means the ability of the ground to support the Equipment (including slope, compaction, and firmness). "Supporting materials" means blocking, mats, cribbing, or similar supporting materials or devices. The Equipment must not be assembled or used unless ground conditions are firm, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the Equipment manufacturer's specifications for adequate support and degree of level of the Equipment are met. The Customer shall ensure that ground preparations necessary to meet the requirements of this paragraph are provided, which includes, but is not limited to, the identification, communication and elimination of hazards in, around and beneath the Equipment set-up area, including below grade. If the work site is inadequate to provide clear passage or to support the operation of heavy equipment, or subsurface conditions necessitate reinforcement and/or relocation of facilities and/or services, all such work and the co-ordination of same required to permit the work to proceed in a timely manner shall be the responsibility of Customer and at Customer's expense. Customer shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. Suitable ground conditions referenced to herein means ground conditions meeting or exceeding the requirements of AASHTO H-20 / HS-20. If additional towing or pushing of the Equipment is required because of inadequate site conditions, additional costs incurred (including costs of repairing damage to our equipment) will be billed extra at cost plus fifteen (15%) percent. Customer assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Customer shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Customer shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Customer shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Customer shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use safety measures or other equipment designed to prevent electrocution.

8. ASSUMPTION AND RELEASE. The Customer assumes all of the risks associated with the performance of any and all work occurring under or arising out of this Agreement. This includes, but is not limited to, any risks, claims, suits, or causes of action that may arise from negligence or carelessness on the part of the Customer, Lift Director or the Customer's agents, servants or employees, independent Customers or anyone else. Further, the Customer waives, releases and discharges Company and its agents, servants or employees, from any and all liability, including but not limited to, liability arising from any and all negligence or fault, for any death, disability, personal injury, property damage, or actions of any kind which may hereafter occur or arise out of the performance of any and all work under, or arising out of this Agreement.

9. LOCATION OF EQUIPMENT. The Customer shall not remove the Equipment from the location shown herein as the place of use of the equipment, without prior written approval of the Company. The Customer shall inform the Company by email upon demand of the exact location of the Equipment while it is in the Customer's possession.

10. DAMAGE TO OR DESTRUCTION OF EQUIPMENT. Following delivery of possession of the Equipment to Customer, Customer solely and entirely assumes all risk of loss of and damage to the Equipment from any and all causes, including, but not limited to, loss and/or damage due to theft, vandalism, fire, accident, casualty and acts of God. No loss of or damage to the Equipment will reduce or impair any obligation of Customer under this Agreement, which will continue in full force and effect. In the event of loss or damage that is not beyond repair as authorized by the manufacturer, Customer shall, at Customer's sole cost and expense, promptly restore the Equipment to substantially the same condition and repair as it was in at the commencement of this Agreement, in which case this Agreement shall remain in full force and effect and Customer will be entitled to use and operate the Equipment for the balance of the term of this Agreement. If the Equipment is damaged beyond repair or is lost or stolen (an Event of Loss), then Customer shall promptly pay to Company an amount equal to the Replacement Value, whereupon Company shall have the option to either (a) replace the Equipment with Equipment that is substantially similar to the Equipment, in which case this Agreement shall continue in full force and effect and all references in this Agreement to the Equipment shall be deemed to refer to such replacement equipment; or (b) terminate this Agreement effective upon Company's receipt of such payment from Customer. Company shall give Customer written notice as to which of the foregoing options Company has elected within thirty (30) days after the date on which the Event of Loss occurred. If

Company elects the option described in (b) above, then Customer shall be obligated to make any Rent payments that become due and payable prior to Customer's payment of the Replacement Cost to Company. Customer shall furnish to Company such proof of the Event of Loss as Company may reasonably require. Company may enter the premises where the Equipment is kept in order to inspect it and to arrange for its disposal. Company shall pay to Customer an amount that is equal to the lesser of the Replacement Cost paid to Company by Customer or the total amount of any insurance or other proceeds received by Company (less any deductible paid by Company) from the disposition of the Equipment suffering an Event of Loss, upon Company's receipt of such proceeds.

11. MAINTENANCE AND INSPECTION. Customer shall allow Company entry upon or access to any premises where the Equipment is stored or used, at all reasonable times, to locate and inspect the state and condition of the equipment. Customer agrees to inspect the Equipment and wire rope upon taking delivery. Customer's failure to notify Company in writing of any deficiencies in the Equipment within 24 hours after taking delivery or such other period of time as may be mutually agreed upon in writing is Customer's acknowledgement that the Equipment was, when delivered, in good, safe and serviceable condition in full compliance with the terms of this agreement, in good condition and repair and is the type of Equipment that Customer has requested and fit for its intended use by Customer. Customer shall call into Company the hours that the Equipment has been used on a monthly basis so that Company can calculate any excess hours used on the Equipment. Customer agrees to allow Company access to all records and documents which Customer has concerning all maintenance or other work performed on the Equipment with a forty-eight (48) hour oral notice from Company. Customer shall conduct all maintenance on the Equipment in accordance with the manufacturer's requirements including completion of all required inspection and shall bear all costs of whatever nature incurred in doing so. Customer will supply Company with monthly maintenance reports. Customer acknowledges that it has been provided with the manufacturer's required maintenance and inspection schedules with the "Equipment" and that it is the Customer's responsibility to comply with those schedules at the Customer's expense. Failure to comply with these requirements will result in the Customer being charged for the applicable maintenance due at the time Customer returns the equipment. Customer will be invoiced for parts and labor required to perform this service at the Company's normal rates. In all instance if the Equipment is damaged or made inoperable, in any way during the period of possession, Customer shall notify the Company in writing, within two working days of such occurrence, specifying the nature and extent of the damage. Without first obtaining Company's written consent, Customer shall not incur any liability or expend any money for Company's account. The title to all parts, materials and supplies furnished to the Equipment becomes the property of the holder of the title to the equipment. All accessories or attachments not listed herein or necessarily includable, as part of the Equipment shall be furnished by Customer at its own expense. Customer shall maintain the Equipment in good, safe operating condition and shall bear all cost of whatever nature incurred while doing so.

12. ACCIDENT INVESTIGATION. As part of Customer's obligations hereunder AND PURSUANT TO SECTION 3, Customer shall bear the cost of any investigation initiated by Company, Company's insurance carriers or Company's third party adjusters (designated below as Company's "representatives") into any accident of any kind, when such accident occurs during the term of this Agreement, and directly or indirectly involving the Equipment, whether or not such accident involves personal injury or death or damage to the Equipment or other property or any or all of the above. The decision to initiate any such investigation and the scope of any such investigation shall be at the sole discretion of Company or Company's representatives. The cost of any such investigation that is to be paid by Customer shall include, but not be limited to, attorneys' fees for site inspections, Agreement and document review and interviews with witnesses of any kind, including cost of travel, fees of private investigators for site inspections, obtaining and reproducing agreements and documents and interviews of witnesses, including costs of travel, costs of obtaining and reproducing related agreements and documents, adjusters fees, costs for photography, expert fees, including costs of site inspections and destructive and/or non-destructive testing, as needed, and costs of dismantling, storing and maintaining property, equipment or other items as evidence. These costs shall be invoiced to Customer along with rental fees and other costs incurred under this Agreement and shall be payable according to the terms of this Agreement.

13. NO WARRANTIES; EQUIPMENT "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS CONSTRUCTION OR WORKMANSHIP, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO COMPANY, CUSTOMER HAS MADE THE DECISION TO RENT THIS EQUIPMENT AND OPERATOR/OILER BASED ON CUSTOMER'S REQUIREMENT'S FOR THIS PROJECT. COMPANY MADE THIS EQUIPMENT, OPERATOR/OILER AVAILABLE FROM A POOL OF AVAILABLE PERSONNEL AND MACHINES FOR CUSTOMER'S USE AND THE DECISION TO USE THIS EQUIPMENT, OPERATOR/OILER IS SOLELY CUSTOMER'S DECISION. CUSTOMER RENTS THE EQUIPMENT "AS IS". COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DELAY, OR DAMAGE RESULTING FROM DEFECTS IN THE EQUIPMENT OR ANY ACCIDENTAL BREAKAGE. NOTWITHSTANDING THE FOREGOING, COMPANY SHALL REPLACE THE EQUIPMENT WITH SIMILAR EQUIPMENT IF THE EQUIPMENT FAILS TO OPERATE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND/OR OPERATING INSTRUCTIONS. SUCH REPLACEMENT SHALL BE MADE AS SOON AS REASONABLY POSSIBLE AFTER CUSTOMER RETURNS THE NON-CONFORMING EQUIPMENT.

14. SUIT LIMITATION. Any action, demand, lawsuit, arbitration or any other claim by Customer against Company arising out of or related to this Agreement must be commenced within one (1) year from the date on which any such right, claim, or cause of action shall have first accrued.

15. LIFT DIRECTOR. It shall be the duty of the Customer's agent, hereinafter known as the "Lift Director" to give specific instructions and directions to all persons operating, mobilizing/demobilizing, maintaining, and assembling/disassembling the Leased Equipment. Customer specifically agrees that the Company has absolutely no control over the Lift Director. The Lift Director has the exclusive right to supervise and control the use of the Equipment and the Operator. The Company and Customer agree that the prevention of accidents is the goal of all parties working on the job. Actions taken by the operator to ensure safe working conditions, shall not change or alter the Lift Director's exclusive right to supervise and control the use of the Equipment and the operator. The Customer further agrees that all Equipment used, and all work performed and all persons operating the Equipment, shall be solely within and in furtherance of, Customer's contractual scope of work on any given project. The Company has no right to replace or substitute personnel and any such replacement or substitution shall only be at the direction of and with the approval of the Lift Director and the Lift Director shall have the right to control, including the right of termination, and the Lift Director shall be deemed to have exercised that right as to all details or operation of the Equipment and the personnel operating the Equipment. If Company supplies an operator with the Equipment, any such operator may not use the Equipment without Customer's acceptance and approval of that operator, as a borrowed servant of Customer, under Customer's sole direction, supervision and control.

16. RIGGING. If rigging is not part of Equipment, Customer is required to provide any and all rigging to be used with the Equipment including, but not limited to, chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire. Customer and the Lift Director assume the responsibility for the method of rigging, the condition of the rigging, the condition and use of any lifting lugs and hereby guaranties that those agents, servants and employees involved in the rigging of any load shall be, at all times, through education, training, experience, skill and physical fitness, as necessary, be competent and capable to perform the functions they are assigned.

17. LOAD CALCULATIONS AND DEVICES. If any Equipment has been fitted with a load measuring device, the Customer hereby acknowledges and agrees that the Company has made no warranties or representations whatsoever with respect to the ability of the said load measuring device to accurately or consistently measure the weight of loads being lifted by the Equipment and Customer will not rely upon said device. Customer shall independently determine the weight of every load to be lifted by the Equipment and Customer shall independently calculate the lifting capacity of the Equipment for each and every lift and shall make the decision to proceed with any lift, based only on the expertise and judgment of the Customer and the Lift Director.

18. OPERATOR / EMPLOYEE. If an operator is provided with the equipment, the Customer shall be responsible for payment of the operator's wages and benefits in the rental payment, which shall be included as part of the rental charges, even though such wages and benefits may be administered by the Company. The term "employee" or "operator" shall include all operators, oilers, riggers, millwrights, helpers, technicians, or any other person that is assembling, disassembling, mobilizing, demobilizing and performing maintenance work or repair work on the Equipment, or providing any other work on the Equipment.

19. DEFAULT AND REMEDIES.

(a) If: (i) Customer fails to make any payment, as and when required under this Agreement; (ii) Customer breaches or fails to perform at the time and in the manner herein specified any term, covenant or condition contained in this Agreement and such breach or failure continues for five (5) days after written notice thereof to Customer; (iii) Customer files or has filed against it a petition in bankruptcy, or a custodian, receiver or trustee is appointed for Customer or for a substantial part of its assets, or Customer becomes insolvent or unable to pay its debts as they become due, or any substantial part of Customer's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency; or (iv) Customer is acquired by or merges with any other entity, unless this Agreement is assumed in writing by the new entity and such assumption is agreed to by Company ; then

(b) In the case of any of the foregoing events, each an "Event of Default", then Company shall, without notice, demand or action of any kind by Company, all of which are hereby waived by Customer:

(i) Take possession of the Equipment (damages occasioned by such taking of possession being expressly waived by Customer) or otherwise require Customer to assemble the Equipment and to make it available to Company at any place designated by Company, and thereupon Customer's right to the possession of the Equipment will terminate, and Customer shall remain and be liable for the payment of the remaining Rent and all other obligations imposed upon Customer hereunder, all of which will become immediately due and payable;

(ii) Rent the Equipment or any portion thereof for the remainder of the term of this Agreement to such third party as Company may elect, in which event Company will apply the net proceeds from any such Agreement in payment of the Rent and other obligations due from Customer to Company hereunder (by acceleration or otherwise), and Customer shall remain liable to Company for any deficiency;

(iii) Sell the Equipment or any portion thereof to a third party at public or private sale without demand or notice of intention to sell or of such sale, in which event Company will apply the net proceeds of any such sale in payment of the Rent and other obligations due from Customer to Company hereunder (by acceleration or otherwise), and Customer shall remain liable for any deficiency;

(iv) Deduct all costs and expenses incurred in connection with the recovery, repair, storage, renting or sale of the Equipment from the proceeds of such renting and/or sale; and/or

(v) Terminate Customer's rights hereunder.

(c) No right or remedy conferred upon or reserved to Company by this Agreement is exclusive of any other right or remedy granted herein or provided by law; all rights and remedies of Company conferred upon Company by this Agreement or by law are cumulative and in addition to every other right and remedy available to Company.

(d) In the event of any default or failure specified above, Customer shall be liable for all costs and expenses expended or incurred by Company in the enforcement of its rights hereunder (including reasonable attorneys' fees and court or Arbitration Costs).

(e) If any of the above Events of Default occur to any guarantor or any other party liable for payment or performance of Customer's obligations under this Agreement, such event shall also be considered an Event of Default under this Agreement.

(f) Company has the right to choose among the remedies available to it and to exercise any or all of them at any time after a default by Customer.

(g) A waiver of one default by Company does not apply to any future or other default. (See also Section 33).

20. TITLE TO EQUIPMENT. The Equipment shall at all time remain the property of Company and Customer shall do nothing to encumber or interfere with those rights and shall take all actions necessary to protect those rights. Customer shall not acquire any interest in or rights to the equipment, other than the rights of use set forth in this Agreement.

21. DEMURRAGE. If as a result of the Customer's actions and unless permission is granted by the Company, if the Equipment is not returned during or at the end of the term, then for every hour, or portion thereof, from the end of the term to the time when the Equipment is returned to the Company, as required herein, the Customer shall pay a rental rate equal to three (3) times (x) the standard hourly rental rate for such equipment.

22. SUSPENSION PERIOD. If Customer notifies Company in writing that Customer will not need the Equipment for such period(s) of time as are specified in such notice (the "Idle Periods"), and Company desires to rent the Equipment to a third party during some or all of the Idle Periods, then Company shall have the right to suspend this Agreement by notifying Customer in writing of those portions of the Idle Periods during which this Agreement will be suspended (each, a "Suspension Period"; together, the "Suspension Periods"). During each Suspension Period: (i) Subject to the provisions of (ii) below, this Agreement will remain in full force and effect; (iii) all of Customer's obligations under this Agreement are not suspended except for Customer's obligation to pay Rent during the Suspension Period or Periods; (iv) Company will have the right to rent the Equipment to one or more other third parties; and (v) Customer will not be entitled to use the Equipment during the Suspension Period or Periods. At the end of each Suspension Period, Company shall once again make the Equipment available to Customer in substantially the same condition and repair as it was in at the start of such Suspension Period, normal wear and tear excepted.

23. RENTAL PAYMENTS; NO SET-OFF. All invoices submitted by Supplier shall be due and payable by Customer within ten (10) days of the invoice date. Customer shall pay to Supplier the lesser of the highest rate allowed under applicable law, or 1.5% per month, on the total balance of any and all invoices, or any portion of any and all invoices, that remain unpaid ten (10) days after the invoice date. Invoices will be credited with payments on the oldest outstanding invoice. Any claim for withholding payments must be filed by Customer in accordance with the Construction Prompt Pay statute where the work is being performed and pursuant to the dispute resolution terms of this Contract, within 60 days of the date of the disputed invoice. If Customer fails to follow the Construction Prompt Pay statute and file a dispute within 60 days, Customer waives any all rights to dispute any invoiced amount. The parties may agree in writing to extend the time period to file a dispute to 120 days for good cause shown and if the parties are negotiating in good faith. Company may, upon reasonable notice, require Customer to pay rentals in advance if customer falls more than (30) days behind in making any payment. Customer acknowledges that a fundamental principle of this Agreement is that it shall pay the sums due under this Agreement as and when required. Accordingly, Customer unconditionally and irrevocably waives any and all rights to withhold from, set-off against, reduce or delay any amount owed to Company for any reason or by any amount whatsoever, including by any amount claimed to be owed by Company to Customer.

24. SECURITY DEPOSIT. Any security deposit paid by Customer to Company, is paid to guarantee Customer's full and faithful performance of all terms, conditions and provisions of this Agreement, including rental payments. When Customer performs all such terms, conditions and provisions, an equal sum shall be repaid without interest to Customer.

25. TAXES. Customer shall be responsible for any sales, use, excise, value added, utility, personal property or other taxes and any license fees and/or assessments relating to Customer's use or possession of the equipment. Customer shall pay such taxes and other charges to Company in accordance with invoices submitted by Company.

26. COMPLIANCE WITH LAW; SPECIFIC FEDERAL LAWS. Customer shall, at all times, (i) comply with all federal, state, provincial and local laws and regulations in all material respects relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws. Customer certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Finally, Customer shall, at all times, perform its obligation

under this Agreement in compliance with all applicable financial sanction laws, rules and regulations, including, but not limited to, all applicable laws, rules and regulations regarding bribery or money laundering. Customer further agrees that any and all transactions or funds transfers occurring under this Agreement shall be subject to scrutiny for compliance with all such laws, rules and regulations and that any and all transactions or funds transfers may be embargoed or otherwise restricted until compliance with these laws, rules and regulations can be verified.

27. INTERPRETATION. This Agreement shall be interpreted as an understanding of parties on equal footing and without resort to any rule of construction resolving ambiguity against the drafter.

28. INDEPENDENT SERVICE PROVIDER. This Agreement does not create or evidence a partnership or joint venture and Customer and its agents, servants and employees, shall at all times, be an independent service provider, and employees of Customer shall in no event be considered employees of Company, nor shall they be eligible for any employee benefits or other benefits from Company.

29. SURVIVAL- SEVERABILITY. To the fullest extent permitted by the laws of the state where the Equipment is being used, provisions of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The Agreement's remaining provisions will stay in effect. This document is a complete and exclusive statement of all the terms of this Agreement and includes all the representations of the parties. All prior discussions and negotiations are incorporated into this Agreement as the final Agreement of the Parties. All of the representations, warranties and indemnities contained in this Agreement shall survive the expiration, suspension or termination of this Agreement.

30. ATTORNEY'S FEES. Customer shall pay or reimburse to Company all costs and expenses, including attorneys' fees, incurred by Company in exercising any of its rights or remedies or enforcing any of the terms or conditions found in this Agreement.

31. NO ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, except that Customer shall not be permitted to assign this Agreement without the express written consent of the Company.

32. WAIVERS. No delay or failure to exercise any right or remedy accruing to Company or any breach or default of Customer under this Agreement will impair any such right or remedy of Company or be construed as a waiver of any such breach or default, or an acquiescence therein, or a waiver of or acquiescence in any breach or default thereafter occurring; nor will waiver of a single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Company of any breach or default by Customer under this Agreement, or any waiver on the part of Company of any provision or condition of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing.

33. TRADE SECRETS. The Parties shall keep all Trade Secrets as defined by the Defense of Trade Secret Act (which include any quote, bid, drawing, operational sequence, lift plan, site plan or job and project specific details, ("Submission") along with this Agreement and its terms confidential and the Customer shall not share the Submission with any competing entity of Company. Each party shall keep the Trade Secret (as defined below) of the other party confidential and shall not use any of that Confidential Information for any purpose other than in connection with this Agreement and the Submission. The "Trade Secret" of a party is any, financial information or other confidential or proprietary information in any way relating to that party's services, including all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party may, without violating this paragraph, make such disclosures (i) to its directors, officers, employees, attorneys, and other agents as may be necessary to permit that party to perform its obligations and to exercise its rights hereunder, and (ii) as it reasonably deems are required by law, though a party will use its reasonable best efforts to notify the other party in advance of any such disclosure required by law. The parties' respective obligations under this paragraph shall survive the termination of this Agreement. The parties hereto acknowledge that disclosure of the Submission will cause irreparable harm; consequently, each explicitly agrees that the other party shall be entitled to seek injunctive relief, without needing to post a bond or to prove the inadequacy of damages, to prevent any violation or imminent violation of, or to compel specific performance with this paragraph. Furthermore, all parties understand and agree that the Submission and this Agreement is also protected by each state's laws on Trade Secrets including the adoption by each state of the Uniform Trade Secrets Act.

34. FORCE MAJEURE. Except as otherwise expressly set forth herein, in the event a party shall be delayed or hindered in, or prevented from, the performance of any act required of it hereunder by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, restrictive governmental laws or regulations, riot, insurrection, war, act of God, or other event outside the reasonable control of that party (each such cause or event being hereinafter referred to as a "Force Majeure"), then performance of such acts will be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. Any time a party is experiencing a Force Majeure that is expected to result in a significant failure or delay, the party will endeavor to give notice to the other party describing the Force Majeure and the nature of the

failure or delay and giving an estimate as to how long the delay will last. A party claiming an excusable delay or failure under this paragraph shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable.

35. THIRD PARTY BENEFICIARY. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the parties and their legal successors and permitted assigns, any rights, benefits, or obligations.

36. CHOICE OF LAW; VENUE. This Agreement will be construed and governed by the laws of the state where the work is being performed without regard to the choice of law principles thereof. The venue for all disputes among and between the parties concerning the validity, construction, or effect of this Agreement, or the rights and obligations created hereunder, shall be the county or district court where the Supplier's principal office is located, except when a state's anti-indemnity laws require certain indemnity and/or insurance language for work performed in that state be in accordance with Section 1, 3 and 4 above. The Dispute Resolution Section 28 takes precedence over this section. This section applies only potentially to claims not covered by the Dispute Resolution Section 43.

37. NOTICE. All notices to be given pursuant to this Agreement shall be provided to the respective party at the addresses contained in this Agreement shall be deemed to have been properly given when either (i) personally delivered, or (ii) mailed by registered or certified mail, postage prepaid with return receipt requested, or (iii) delivered by private courier, or (iv) email, electronic receipt requested. A copy of any such notice, although not constituting official notice, shall be provided to the respective party by electronic mail. Notice by electronic mail shall become official notice under this Agreement, upon acknowledgment of receipt sent by the Parties through an email system such as Microsoft Outlook.

38. HEADINGS. The section or section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way, define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement or its interpretation.

39. VALIDITY OF PROVISIONS. If any provision of this Agreement is ever held to be invalid or unenforceable, that provision will be severed from the rest of this Agreement, and all of the other provisions of this Agreement will remain in effect.

40. EXECUTION/COUNTERPARTS/INTEGRATION. These Terms and Conditions may be executed as part of a "Work Ticket" "Work Order" "Crane Rental Agreement" "Equipment Rental Agreement" "Bare Crane Rental Agreement" or any similar document (all referred to as "Work Order") and with counterparts, each of which shall be an original, but all of which shall constitute one and the same, document. Field Personnel for the Customer are authorized to sign all Work Orders. In the event this Agreement has been executed by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the entity for which the individual has signed this Agreement, represent to Company that the individual signing has full authority to execute this Agreement on behalf of said corporation or other business entity. By ordering or accepting the services and or lease/rental of Equipment described in any quote, bid, or "Work Oder" the Customer agrees to the terms and conditions set forth herein, none of which may be added to, modified, superseded or altered. Any different or additional terms from the Customer such as in a Purchase Order are hereby rejected. Supplier reserves the right to deny service to any Customer. This denial of service is based on circumstances where any worker is subjected to any harassment or any form of abuse or misuse which is directed toward any worker. The decision to deny service based harassment, abuse, or misuse is at the sole discretion of Supplier. This Contract and incorporated by reference provisions constitute the entire understanding of the parties, and supersedes all prior and contemporaneous Contracts or understandings, written or oral, of the parties with respect to the subject matter hereof and this Contract may be waived, amended or modified only in a writing executed by both parties, with the exception that this Contract may not be waived or modified by a Purchase Order or similar document, regardless of the language contained therein.

41. RIGHT TO CURE. If Customer fails to pay or perform any of its obligations under this Agreement, then Company may itself pay or perform such obligations and the amount of any payment plus Company's reasonable expenses and overhead (15%) in connection with such payment or performance, together with any interest due hereunder, shall be deemed additional Rent, payable by Customer on demand.

42. RENTAL PERIOD AND CHARGES. The rental period shall start at the time the Equipment first leaves the Company's yard/terminal. The rental period includes all time necessary for the transport, mobilization, demobilization, assembly and disassembly of the Equipment and continues until the Equipment is returned and accepted by the Company. Equipment will not be accepted by the Company until it is returned in the same condition as when the Equipment left the yard. If the Equipment is returned in a damaged state, this agreement is extended until the Equipment is restored to its condition at the time it left the Company's yard at the inception of this agreement. If a periodic rental rate is charged by Company, rental charges will be billed to the Customer for each period or portions of the period from the time the equipment leaves the Company's yard, until it is returned and accepted by Company. If a term rental rate is charged by Customer, rental charges are billed to the Customer for the full term even if the equipment is returned before the end of the term. Each piece of Equipment is charged based upon a 160-hour monthly use of the Equipment. Any Equipment used more than 160 hours in a calendar month will be charged for each additional hour or fraction thereof per month as follows: Hours of operation in excess of 160 hours per month ÷ 160 hours x monthly rental rate. There are no unused hour carryovers allowed from month to month. No allowance without a prior written amendment to this lease will be allowed for any equipment, or accessory, which is claimed not to have been used. The Customer further covenants and agrees to open for inspection by the Customer, any and all payroll records and hour meters for the purpose of verifying the actual hours worked. The acceptance of returned equipment by Company does not constitute a waiver of any of the rights Company has under this Contract. Customer is not allowed to back charge, nor deduct

from rental rates for any reason including any down time associated with any Equipment. Rentals shall not be subject to any set-off or deduction for any reason whatsoever and, without limiting the generality of the foregoing, by reason of non-working or down time, howsoever caused, during the Rental Period or any extension thereof, nor shall the Customer be relieved from his responsibility to pay rent for the entire Rental Period by reason of the fact that the Equipment is returned prior to the expiration of the minimum rental period. All charges for use of the Equipment must be paid as billed by the Company in accordance with the Prompt Pay statute of the state where the Equipment is being used.. Customer acknowledges that a fundamental principle of this Contract is that it shall pay the sums due under this Contract as and when required. Accordingly, Customer unconditionally and irrevocably waives any and all rights to withhold from, set-off against, reduce or delay any amount owed to Customer, for any reason or by any amount whatsoever, including by any amount claimed to be owed by Company to Customer.

43. DISPUTES. A Dispute Resolution provision, including Jury Waiver and Arbitration clauses, is hereby incorporated by reference and made a part of this agreement as if fully set forth herein. That provision may be found at URL site: _____ . In the event of any conflict, inconsistency or ambiguity between the terms and provisions of the incorporated documents and this Agreement, the incorporated documents shall control.