

Atlas Copco Mexicana S.A de C.V.
Commercial Terms and Conditions

1. Quote Validity: This quote expires in thirty (30) days

2. Payment Terms: Net 30 from date of invoice. Taxes are not included in price.

3. Transport: Not included, unless specified above. Excess driver unloading and loading wait time charges may occur. If Atlas Copco Rental has to mobilize compressors from another site, we will require a purchase order. If the job is canceled, all mobilization charges incurred shall be invoiced against the purchase order. Equipment reservations are subject to receipt of written order confirmation and equipment availability upon receipt of order.

4. On-site Service: Not included, unless specified above. Upon request, Atlas Copco Rental can supply a fully trained service technician, mechanic, on-site operator, or electrician to maintain and/or service the leased equipment. Travel, lodging, and per diem costs will be billed as per specified above. Atlas Copco Rental shall need assistance from our Customer to ensure that our personnel are oriented with job-specific safety induction training, and able to bring their service trucks on site to perform services and repairs in a timely and efficient manner. The service technician will check the site and ensure the rental unit is properly and safely installed. If any of the following conditions are not met including: unit must be properly leveled on solid ground, all access points are easily accessible, all supply utilities are properly connected, boiler filled to proper operating level, pilot fuel source available, stub exhaust stack installed, all vents and air intakes unobstructed, blowdown piped to a point of safe discharge, site prepared to receive full-steam load; start-up maybe delayed or have to be rescheduled. All hourly rates are subject to a four (4) hour minimum.

5. Boiler Start-up Services: The Advanced and Standard Set-up Services include the following: setting combustion on primary fuel, verifying operation of all system components (boiler safety devices, operating controls BMS/CCS, fuel handling devices, feedwater equipment, water treatment equipment), preparing unit to export steam/hot water, and training site operators on standard operating practices. Atlas Copco Rental will not directly cause unit to export steam/hot water to a Customer's system, under any circumstance. Onsite boiler operators are solely responsible for steam/hot water once it leaves the rental unit and for operation and maintenance of the unit as detailed in the terms and conditions. A detailed service report will be provided once the start-up is complete. The report will include all items performed during start-up, including performance at all set points. Operator training logs will be kept and provided. All boilers, including rental boilers, require an operating certificate issued by a National Board certified boiler inspector. These certificates need to be renewed on an annual basis. Atlas Copco Rental provides additional Open, Clean, and Close (OCC) services to prepare the unit for inspection in compliance with National Board and ASME standards. Customer is responsible for coordinating the jurisdictional boiler inspection, including scheduling and payment.

6. Billing Periods: The daily rate will cover a 1 to 3 day rental period. After 3 days, the weekly rate will apply. The weekly rate will cover a minimum 7 day rental period. After 3 weeks, the monthly rate will apply. The monthly rate will cover a minimum 28 day rental period. Additional shift usage rates may apply on some Equipment based on hours of operation. Some specialized Equipment may have different minimum rental requirements. Refer to rental rates exhibit for details. For steam boiler and centrifugal equipment, rental rate is for unlimited usage. Rental month is twenty-eight (28) consecutive days. Minimum rental period is one (1) month. Unit is billed on a monthly basis only. No partial month rates apply to this rental.

7. Overtime Charges: For all Equipment which have meters to record hours of operation, the basic daily, weekly, 4-week rental entitles Customer to a maximum of one-shift use based on an 8-hour day, 40-hour week, 160 hours for 4 weeks. In the event that Equipment is used longer than the above-specified time for any period, rental charges shall be payable as follows: (a) the rate for a particular day on a daily rental where usage is between 8 to 16 hours, the rental rate shall be 1.6 x the daily rate for diesel and 1.4 x the daily rate for electric, and the daily rate where usage is in excess of 16 hours, the rental rate shall be 2.1 x the daily rate for diesel and 1.4 x the daily rate for electric; (b) the rate for a calendar week on a weekly rental where usage is between 40 to 80 hours, the rental rate shall be 1.6 x the weekly rate for diesel and 1.4 x the weekly rate for electric, and the weekly rate where usage is in excess of 80 hours, the rental rate shall be 2.1 x the weekly rate for diesel and 1.4 x the weekly rate for electric; (c) the rate for a 4 week period on a 4 week rental rate where usage is between 160 to 320 hours, the rental rate shall be 1.6 x the monthly rate for diesel and 1.4 x the monthly rate for electric, and the rate for a 4 week period on a 4 week rental rate where usage is in excess of 320 hours, the rental rate shall be 2.1 x the monthly rate for diesel and 1.4 x the monthly rate for electric.

8. Refueling: Diesel compressors will be delivered with 1/4 of a tank of #2 diesel fuel on board and must be returned with 4/4 of a tank of #2 diesel fuel or the Customer will be charged a refueling charge of 25 Mexican Pesos per litre. Tier 4 Final diesel driven compressors take a special additive called DEF (Diesel Exhaust Fluid). The Customer is responsible to supply and add DEF when needed. If the DEF level drops past a certain point, the compressor will shut down. DEF should be available through local fuel or lubricants providers. When the Equipment is returned, in addition to the being returned 3/4 full of #2 diesel, DEF must also be filled to 100% capacity or the Customer will be charged a refueling charge \$ _____ per gallon. Atlas Copco Rental offers a turn-key fuel solution whereby we will take over the responsibility of fueling our compressors. Please contact us for a quotation on this service. For boiler equipment, units will be delivered dry including the boiler, piping, feedwater tank, water treatment, and oil tank.

9. Winter Conditions: During cold weather conditions, it is imperative that the dryer either be located inside a heated building, or near a heat source to prevent the condensate drains from freezing. Failure to ensure this may result in damage to the dryer. During cold weather conditions, it is imperative that both heater plugs are plugged in at all times. Each heater requires a 15amp 120 Volt breaker (2 circuit breakers per compressor). Additionally, we recommend that the Customer place skirting around the base (bottom of compressor to ground) of the compressor and put a heat source under it to prevent condensate drain from freezing.

10. Service and Customer Responsibility:

- (a) The Customer is responsible to supply and hookup any electrical power and discharge air as may be required to operate the equipment.
- (b) The Customer is responsible to keep the Equipment in a clean condition and free of any corrosive contaminants that may be found on their site as a direct or indirect result of the operation. All Equipment must be placed on stable, hard-level ground.
- (c) Site conditions, cooling water requirements, electrical requirements, and discharge air requirements will all be confirmed with the Customer by an Atlas Copco Rental specialist, prior to shipping. The Customer is responsible for checking and filling the fluid levels including oil on all machines.
- (d) For centrifugal compressors, Atlas Copco Rental will supply a fully trained service technician to commission and decommission the centrifugal compressor on Customer's site. There will be a minimum of 3 days for set up and 3 days for teardown. Our service technician rates, travel, and

per diem costs will be as per specified above. The Customer is responsible to provide a crane for the loading and unloading. The Customer is responsible to supply the cooling water supply and return at the rated flow. If cooling water is not available, a portable system can be supplied by Atlas Copco Rental, upon request, with additional charges.

(e) For nitrogen generators, Atlas Copco Rental will supply a fully trained service technician to commission and decommission the nitrogen generator on Customer's site. There will be a minimum of 1 day for set up and 1 day for teardown. Our service technician rates, travel, and per diem costs will be as per specified above.

11. General Terms & Conditions: The attached General Terms and Conditions for the rental of the Equipment of Atlas Copco Rental LLC, are an integral part of the offer and will be applied.

12. Remittance via Check:

Atlas Copco Rental Mexico
Av. Churubusco No. 748
Col. Venustiano Carranza
Monterrey, N.L. Cp. 64560

13. Remittances Sent Via Wire Transfer:

Local Bank (Mexico):

City Banamex

Atlas Copco Mexicana, S.A. de C.V.
Branch 6503 Account # 2143983
SWIFT Code: BNMXXMM
SWIFT Code: NDEAUS3N

Nordea Bank AB (PUBL)

Atlas Copco Mexicana, S.A. de C.V.
1211 Av. Of the Americas, 23rd Floor
New York, NY 10036

14. Tax ID: ACM-830629-6D2

15. QST: N/A