

Atlas Copco Rental LLC
General Rental Terms and Conditions

1. General. As used herein, "Atlas Copco Rental" means Atlas Copco Rental LLC. "Customer" means the entity renting any compressor and/or other equipment (collectively "Equipment") from Atlas Copco Rental. This Rental Terms and Conditions document is hereinafter referred to as these "Rental Terms". **ATLAS COPCO RENTAL'S RENTAL OF EQUIPMENT TO CUSTOMER IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO THESE RENTAL TERMS. ANY CUSTOMER TERMS OR CONDITIONS THAT ADD TO, VARY FROM, OR CONFLICT WITH THESE RENTAL TERMS ARE HEREBY EXPRESSLY OBJECTED TO.** Any order to rent Equipment from Atlas Copco Rental shall constitute Customer's assent to these Rental Terms and/or any commercial terms contained in Atlas Copco Rental's quotation relating to the Equipment. In the event, a separate written agreement covering rental terms and conditions has been negotiated and agreed to in writing by authorized representatives of Atlas Copco Rental and Customer and such agreement is applicable to the particular rental, it shall take precedence (to the extent of inconsistencies) and these Rental Terms will be supplemental to such agreement. Quotations may be withdrawn by Atlas Copco Rental at any time before the receipt of Customer's acceptance.

2. Rental Period. Unless agreed otherwise in writing, the rental period will begin on the date of pick up by Customer or shipment of the Equipment from Atlas Copco Rental's facility and, unless sooner terminated as provided below, will continue in full force and effect for the minimum rental commitment period identified by Atlas Copco Rental in its written quotation or until the Equipment is returned at Atlas Copco Rental's facility during Atlas Copco Rental's normal business hours, whichever occurs later (the "Rental Period"). A daily rental is twenty-four (24) hours. A weekly rental is seven (7) consecutive days. A monthly rental is twenty-eight (28) consecutive days.

3. Delivery and Return of Equipment. Unless otherwise agreed in writing, Customer will: (a) be responsible for all freight-related costs in both directions, (b) unload the Equipment from the carrier and install the Equipment, (c) un-install and load the Equipment onto the carrier, (d) bear the risk of loss of Equipment during shipping and transportation, and (e) pay any and all applicable government fees and other ancillary charges related to transportation/delivery. Unless otherwise agreed in writing, Atlas Copco Rental will select the carrier of the Equipment in both directions. Customer must contact Atlas Copco Rental to request pick-up/return of the Equipment. In the event Customer returns the Equipment with less fuel than when the Equipment was delivered to Customer, Atlas Copco Rental may charge a refueling fee. In the event the Equipment is not returned in a reasonably clean condition, Atlas Copco Rental may charge a cleaning fee.

4. Force Majeure. If Atlas Copco Rental is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, an act of the public enemy, embargo, delays of carriers, or delays by Atlas Copco Rental's usual suppliers), the time of performance will be extended by the amount of time reasonably sufficient to make up for the delay.

5. Limitation of Liability. **UNDER NO CIRCUMSTANCES SHALL ATLAS COPCO RENTAL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. ATLAS COPCO RENTAL'S LIABILITY TO CUSTOMER UNDER ANY THEORY OF RECOVERY (ARISING FROM OR RELATED TO THE RENTAL, THE EQUIPMENT, THE SERVICE, AND/OR THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, BREACH THEREOF) SHALL BE LIMITED TO THE AMOUNT OF MONEY RECEIVED BY ATLAS COPCO RENTAL FROM CUSTOMER FOR THE RENTAL OF THE**

PARTICULAR EQUIPMENT/SERVICE GIVING RISE TO THE CLAIM. For purposes of this Section, the term "Atlas Copco Rental" means Atlas Copco Rental LLC, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

6. Warranty. Customer acknowledges that the rented Equipment is in a **USED CONDITION**. Atlas Copco Rental warrants that the Equipment is delivered in a mechanically operable condition, and any services performed by Atlas Copco Rental will be performed in a workmanlike manner. If Equipment or services do not meet the above-stated warranties, Customer will promptly during the rental period notify Atlas Copco Rental in writing and Atlas Copco Rental will, at Atlas Copco Rental's option, replace or repair the defective Equipment and re-perform the defective portion of service. At Atlas Copco Rental's sole discretion, Atlas Copco Rental may provide a pro-rata refund in lieu of such repair or replacement or re-performance of service.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE). ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. Correction of non-conformities as provided above set forth the exclusive remedies with respect to the quality of or any defect in any Equipment or service.

7. Customer Insurance Obligations - Commercial General Liability insurance, etc. Customer shall at all times during the rental period, at its expense, have and maintain: (a) Commercial General Liability insurance in an amount not less than \$2,000,000 each occurrence for bodily injury and property damage; (b) Automobile Liability insurance in an amount of \$2,000,000 combined single limit each occurrence; (c) Worker's Compensation insurance in accordance with applicable statutory law; (d) Employer's Liability insurance in an amount not less than \$1,000,000 for bodily injury each accident or disease.

For each insurance policy, the insurer shall be a reputable insurance company and the coverage shall be primary, and non-contributory. In the event of a loss, Customer shall cooperate with Atlas Copco Rental and Customer's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. Customer's insurance obligations do not limit its ultimate liability under these Rental Terms.

8. Customer Insurance Obligations - Insurance for the Equipment. In addition to the insurance coverages stated above in [Section 7](#), Customer shall at its expense insure the Equipment throughout the Rental Period with a reputable insurance company in an amount not less than the retail replacement value of the Equipment, which shall be determined by Atlas Copco Rental. At the time of rental, Customer must provide to Atlas Copco Rental a certificate of insurance evidencing insurance coverage for the Equipment and naming Atlas Copco Rental LLC as

a loss payee and additional insured on said certificate. The coverage of the insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of Customer, its employees or agents or third parties, contamination by radioactive substances, and other risk of loss customarily insured against in a commercial property loss policy. Coverage shall be primary and non-contributory. In the event of a loss, Customer shall cooperate with Atlas Copco Rental and Customer's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. Customer's insurance obligations do not limit its ultimate liability under these Rental Terms. If Customer fails to provide the above-stated certificate of insurance for the Equipment at the time of rental, Customer will be charged for the Reduced Risk of Equipment Loss Option ("RRELO") in accordance with [Section 9](#) below.

9. REDUCED RISK OF EQUIPMENT LOSS OPTION ("RRELO"). IF CUSTOMER FAILS TO PROVIDE THE ABOVE-STATED CERTIFICATE OF INSURANCE FOR THE EQUIPMENT AT THE TIME OF RENTAL, CUSTOMER WILL BE DEEMED TO HAVE ELECTED THE RRELO AND AGREES TO PAY THE ADDITIONAL CHARGES FOR THE RRELO IN ACCORDANCE WITH THIS SECTION. THE RRELO CHARGES WILL BE CHARGED ON THE RENTAL INVOICES. THE TOTAL CHARGES FOR THE RRELO WILL BE EQUAL TO

FOURTEEN PERCENT (14%) OF THE TOTAL RENTAL CHARGES. CUSTOMER IS FULLY RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO THE EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS OF THE RRELO PLAN. For further information on the RRELO plan, please visit the RRELO plan: <http://www.atlascopco.com/en-us/rental/terms-and-conditions>.

10. Cancellation. Atlas Copco Rental shall reserve the right to charge Customer for costs incurred for Customer's Equipment rental plus one week of rent if Customer cancels its order prior to the start of the Rental Period.

11. Rental Rates; Payment; Fees. The rental rates are indicated by Atlas Copco Rental in its written quotation. Unless otherwise agreed to in writing, if Atlas Copco Rental provides any service, service charges will apply. Any objections and disputes regarding invoices shall be made by the Customer within two (2) weeks of receipt of the invoice. Customer shall pay any undisputed invoices amounts Net 30 days after Atlas Copco Rental's invoice date, unless otherwise agreed in writing. Amounts past due will bear interest at a monthly rate of 1.5% (18% per annum) or the rate allowed by law, whichever is lower. Customer will pay all costs and expenses, including reasonable attorney's fees, incurred by Atlas Copco Rental in collecting overdue amounts from Customer. At Atlas Copco Rental's discretion and subject to availability of Equipment, Equipment may be substituted for similar Equipment at the same price agreed upon on the Quotation/Rental Order.

In the event Atlas Copco Rental's Equipment is not allowed into Customer's site during an agreed time for any reason beyond Atlas Copco Rental's control, Customer shall pay any expenses incurred by Atlas Copco Rental for wait time plus five percent (5%). It is expressly agreed that the rental rates are subject to a price escalation. Atlas Copco Rental shall provide Customer with thirty (30) day's written notice prior to any price escalation, which shall take effect on Customer's next billing cycle.

12. Taxes. Taxes are not included in any price or rate unless the price or rate specifically lists the tax as a line item. Customer is responsible for all applicable taxes (except any taxes on Atlas Copco Rental's income) and governmental fees. If sales tax, use tax, or other taxes in addition to any listed specifically as part of the stated price or rate are imposed on Atlas Copco Rental, Customer agrees to pay them or reimburse Atlas Copco Rental.

13. Environmental Fees. An environmental fee will be charged on all equipment containing fuel, oil, refrigerant, or other fluids, liquids, or gases that could have an environmental impact. Atlas Copco Rental charges an Environmental Fee in connection with the rental of certain machines. The Environmental Fee is not collected on behalf of any government agency. The Environmental Fee has been established by Atlas Copco Rental to offset its direct and indirect environmental-related expenses. The Environmental Fee (if any) shall be charged as follows: (a) Daily rentals: \$10 per day (per machine); (b) Weekly rentals: \$25 per week (per machine); (c) Monthly rentals: \$45 per month (per machine). These fee amounts are subject to change.

14. Use and Maintenance/Access. Customer will perform routine maintenance on the Equipment in compliance with Atlas Copco Rental's instructions, except for any specific maintenance that Atlas Copco Rental has agreed to perform in writing. Additional maintenance-related Customer responsibilities are set forth in Atlas Copco Rental's written quotation. Unless expressly agreed otherwise by Atlas Copco Rental, Customer may not perform Equipment repairs. Unless otherwise agreed upon in writing, Customer shall not make any alterations, additions, or improvements to the Equipment without Atlas Copco Rental's prior written consent. Customer may not install, store, operate, use, or maintain the Equipment improperly or in violation of any applicable law or regulation. Only properly trained authorized individuals, who are not under the influence of drugs or alcohol or otherwise impaired, may use, operate, and maintain the Equipment. Should the Equipment become unsafe, malfunction, or require repair, Customer must immediately cease the use and notify Atlas Copco Rental. Customer shall provide Atlas Copco Rental with necessary access to the Equipment to perform required maintenance and/or to swap out the Equipment for proscribed service. **IN THE EVENT CUSTOMER FAILS TO COMPLY WITH THE PROVISIONS OF THIS SECTION, CUSTOMER AGREES TO INDEMNIFY AND HOLD ATLAS COPCO RENTAL HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSES, AND DAMAGES ARISING FROM THE FAILURE AND TO REIMBURSE ATLAS COPCO RENTAL FOR ANY COSTS INCURRED TO REMEDY THE CONSEQUENCES OF SUCH FAILURE.**

15. Site Safety. Atlas Copco Rental and Customer acknowledge that if Atlas Copco Rental will be on Customer's site, each party will comply with all applicable Federal, State, and local health or safety laws and regulations. If Customer requests that Atlas Copco Rental comply with Customer's on-site health/safety programs or procedures, Atlas Copco Rental will comply with those safety programs or procedures that have been provided in advance with reasonable opportunity to review to the extent applicable to the scope of service. Neither party's safety-related obligations nor responsibilities under any law or regulation (including OSHA) will be transferred, in whole or in part, to the other party.

16. Ownership of Equipment. Customer acknowledges that the Equipment is the property of Atlas Copco Rental. Customer may not sub-rent, loan, assign, alter, or dispose of the Equipment. Customer may not tamper with, cover, remove, or deface any serial number, plate or marking (including but not limited to any Atlas Copco Rental logo) on the Equipment. The Equipment is, and will at all times remain, personal property regardless of its use or manner of attachment to any personal or real property. Customer will keep the Equipment free and clear of all liens, levies, and encumbrances. Atlas Copco Rental may, upon reasonable notice, inspect the Equipment during regular business hours.

17. Remote Monitoring. Atlas Copco Rental may install remote data monitoring devices for the Equipment, and/or use the Equipment's existing remote data monitoring devices (if any). Atlas Copco Rental (and/or certain authorized Atlas Copco Rental contractors) may at any time (but shall not be obligated to) monitor, access, view, and/or use the data for the purposes of monitoring the location of the Equipment, helping determine the condition and status of the Equipment, helping service scheduling, and/or potentially increasing overall customer service. Atlas Copco Rental shall use commercially reasonable efforts to prevent unauthorized disclosure of the data. Atlas Copco Rental reserves the right to terminate, suspend, and/or modify the remote monitoring at any time in whole or in part. Any remote monitoring is provided "AS IS" and "AS AVAILABLE", with no warranty of any kind. **ATLAS COPCO RENTAL HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, AND OTHERWISE) RELATING TO REMOTE MONITORING, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.**

Without limiting the generality of the foregoing, Atlas Copco Rental hereby expressly disclaims all warranties regarding the reliability, accuracy, functionality, completeness, up-time, security, timeliness, and/or performance including but not limited with respect to any remote monitoring and/or or any related software, hardware, technology, data, transmission, network, and application.

18. Risk of Loss. Customer shall bear the expense and responsibility for all risk of loss to the Equipment, at all times, including but not limited to, for unloading and reloading the Equipment at Customer's receiving point, during the Rental Period, and while in the Customer's care, custody, and control. Customer is solely responsible for and agrees to pay Atlas Copco Rental the full replacement value for replacing and/or repairing damage to the Equipment from any cause whatsoever, and further agrees to pay Atlas Copco Rental all expenses for loss of use (calculated at the relevant rental rate), claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by Atlas Copco Rental to recover the Equipment and establish damages, regardless of fault or negligence of the Customer or any person, and regardless if damages are the result of an Act of God. Quoted Transportation rates are best estimates and are subject to change. In addition, in the event of contamination by of the Equipment by a radioactive substance or any other substance which results in a full or partial loss of use of the Equipment, or, where applicable, if the Customer is unable to produce a certification that the Equipment is not contaminated, Customer shall be responsible for the full replacement value of the Equipment. Notwithstanding the foregoing, the Customer is not responsible for damage or loss to the Equipment to the extent that the same is caused by (a) a latent defect in the Equipment, (b) failure of Atlas Copco Rental to properly perform its agreed-upon maintenance on the Equipment, or (c) any act or omission of Atlas Copco Rental.

19. Notice of Damage, Loss or Accident. Accidents, loss, theft, damage or failure of the Equipment must be reported immediately by telephone and within 24 hours in writing to the Atlas Copco Rental facility where the Equipment was rented and to the public authorities (where required by law or by Atlas Copco Rental). Customer and its employees or agents must provide Atlas Copco Rental and the public authorities with complete information and assistance in the investigation and prosecution of any matter arising from the accident, loss, theft or damage, including the immediate delivery of every process, pleading or paper relating to any claims, suits and proceedings, and must cooperate with Atlas Copco Rental in all manners connected with any claims or suits. Customer shall be liable to Atlas Copco Rental for all loss or damage to the Equipment, while it is in the possession of Customer. Atlas Copco Rental will not waive any claim for loss or damage to the Equipment inherent in the use of the Equipment or resulting from intentional abuse or misuse of the Equipment by the Customer.

20. Location of the Equipment. Customer may not move the Equipment from Customer's address or location indicated in the rental agreement without prior written notice to Atlas Copco Rental. In no event may Customer move the Equipment outside the United States.

21. Default. Customer will be in default if Customer: (a) fails to pay any rent when due, (b) breaches any material term of these Rental Terms, (c) becomes insolvent or ceases doing business, or is designated as the debtor in a petition for bankruptcy filed by or against Customer, or (d) defaults on any other agreement with Atlas Copco Rental. In the event of Customer's default, Atlas Copco Rental may peaceably enter Customer's premises without legal process or liability to render the Equipment inoperable or remove the Equipment. Atlas Copco Rental may also terminate the rental agreement without notice to Customer and without prejudice to any other claims Atlas Copco Rental might have against Customer, and Customer will remain liable for any loss or damage to the Equipment notwithstanding the termination. Customer agrees to pay Atlas Copco Rental all monies due for the remainder of the rental term as liquidated damages and not as a penalty. Atlas Copco Rental's remedies provided herein are not exclusive but are cumulative to all other remedies existing by law and/or in equity.

22. Intellectual Property. No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Customer. No drawings, designs, specifications, or anything else provided by Atlas Copco Rental will be deemed to be "work made for hire" as that term is used under the U.S. Copyright Act.

23. Confidentiality. In connection with the rental and/or performance hereunder, Atlas Copco Rental and Customer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (b) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (c) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (a) to use the Confidential Information only as authorized in these Rental Terms or as otherwise authorized in writing by the Disclosing Party to the Receiving Party, and (b) to take reasonable measures to prevent disclosure of the Confidential Information. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to the Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. This Section 23 survives any expiration/termination of the contract.

24. Indemnity. Customer shall indemnify, defend and hold Atlas Copco Rental harmless against all claims, losses, damages, actions, fines, penalties, costs, expenses, and liabilities of any nature whatsoever, including but not limited to negligence, bodily injury, death, tort, and strict liability, including but not limited to, attorney's fees, court costs, other costs of suit, loss profit, business interruption or other special or consequential damages, arising out of, relating to, or resulting from the Customer's use, operation and/or transportation of the Equipment or arising out of or in connection with the negligence or willful misconduct by Customer during the Rental Period, except to the extent caused solely by Atlas Copco Rental's gross negligence or intentional and willful misconduct. Customer's obligations contained in this Section shall not be limited by any insurance required of Customer. The duty to indemnify will continue in full force and effect notwithstanding the expiration or the early termination of the Agreement.

25. Trade Compliance Clause Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation. By placing the order, you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law. Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions. You will immediately notify us in writing of any breach of this statement. We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions. We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions. The customer shall indemnify us for any direct or indirect damages arising as a consequence of any breach of this statement.

26. Miscellaneous

26.1 THESE RENTAL TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN ATLAS COPCO RENTAL AND CUSTOMER WITH RESPECT TO THE TERMS AND CONDITIONS AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS NEGOTIATIONS, COMMUNICATIONS, AND ORAL OR WRITTEN STATEMENTS REGARDING THIS SUBJECT MATTER.

26.2 This agreement cannot be superseded, amended, or modified except by an agreement signed by representatives of each party. In no event will any Customer-issued boilerplate/pre-printed purchase order or document be considered a negotiated agreement regardless of whether it is signed by Atlas Copco Rental.

26.3 Neither party may assign or transfer the rental agreement in whole or in part without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence will be void. Irrespective of the foregoing, Atlas Copco Rental may, without consent, assign the rental agreement to any of its affiliates and may use sub-contractors.

26.4 The provisions of these Rental Terms are severable, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Rental Terms (or portion thereof) is determined by a court to be unenforceable as drafted, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

26.5 Neither party's failure to enforce, nor its waiver of a breach of, any provision contained in these Rental Terms shall constitute a waiver of any other breach or of such provision.

26.6 All headings, captions, and numbering in these Rental Terms are for convenience of reference only and shall not be used to interpret any meaning of any terms or conditions.

26.7 The validity, performance, and all other matters relating to the interpretation and effect of these Rental Terms, or the Agreement will be governed by the laws of the U.S. State in which Atlas Copco Rental's applicable rental facility is located (without regard to any conflict of laws principles).

26.8 The parties are independent contractors under this agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

26.9 All rights and obligations contained in these Rental Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

26.10 The parties expressly, voluntarily, and unequivocally waive any right they may have to a jury trial and agree that all disputes, claims, and counterclaims relating to or arising from these Rental Terms shall be litigated or otherwise resolved without a jury.

26.11 Customer shall reimburse Atlas Copco Rental for all charges, costs, expenses, and attorneys' fees incurred by Atlas Copco Rental: (a) in defending or protecting its interests in the Equipment; (b) in the execution, delivery, administration, amendment, and enforcement of these Rental Terms or the collection of any installment of rent under these Rental Terms; and (c) in any lawsuit or other legal proceeding to which these Rental Terms gives rise, including, but not limited to, actions in tort.

For Customers renting any steam Equipment, the following supplemental terms shall apply in addition to the Rental Terms. In the event of any inconsistency between the Rental Terms and the following terms, the steam Equipment terms below will control:

1. Rental Period: Rental rates are for unlimited usage. A rental month is twenty-eight (28) consecutive days. The minimum Rental Period shall be one (1) month. The Equipment shall be billed on a monthly basis only and no partial month rates shall apply.

2. Additional Fees: Unless otherwise agreed in writing, rental rate does not include installation, start-up, repair, or maintenance of Equipment. Customer shall be solely responsible for the interconnection of the Equipment with its existing facilities and the supply of all utilities, and any permits required for the installation and operation of the Equipment.

3. Start-Up: Cost for the start-up of Equipment is not included in rental rates. Customer may choose to start-up the Equipment at its own risk. However, any Equipment with a capacity greater than 10k pph requires start-up by Atlas Copco Rental or the limited Equipment warranty is null and void.

4. Inspection and Acceptance: Customer shall inspect the Equipment within five (5) days after delivery. Customer shall notify Atlas Copco Rental in writing within that period of any defects or other objections to the Equipment. If such notice is not provided, Customer will be conclusively presumed to have accepted the Equipment in good condition and repair.

5. Waterside Scale and Corrosion: Customer agrees to maintain sufficient and adequate boiler feedwater treatment and chemical control to prevent the formation of waterside scale and corrosion to the Equipment. Such treatment must be approved by Atlas Copco Rental in writing and/or Atlas Copco Rental shall receive a water sample for testing from Customer. Atlas Copco Rental shall have the right to inspect the Equipment for scale and/or corrosion during the Rental Period. If removal/treatment is necessary due to waterside scale and corrosion, it must be removed/treated at Customer's sole cost. Rent shall continue to be payable notwithstanding Atlas Copco Rental's exercise of its rights hereunder.

6. Surrender of Equipment: Customer, at the end of the Rental Period, agrees to completely drain and disconnect the Equipment unless otherwise agreed in writing.

7. Damage to Returned Equipment: Equipment will be inspected for damages, including scale and/or corrosion upon return to Atlas Copco Rental. If Customer damages the Equipment in any way during the Rental Period, Customer will be liable for the cost of the damage plus the prorated daily rental rate as direct damages for each day that the Equipment is undergoing repair and is unavailable for rental by Atlas Copco Rental. In the event of any damage or loss to the Equipment or any part thereof, caused by Customer or while in Customer's care and irrespective of payment from any insurance coverage maintained by the Customer, but applying full credit thereof, Customer shall pay the Stipulated Equipment Loss Value to Atlas Copco Rental upon receipt of invoice for such loss if the cost to place the Equipment in as good repair, condition, and working order as when received by the Customer exceeds one-half of the amount allocated in Agreement to the boiler.

8. Property Owner Consent: In the event that Customer is utilizing the Equipment on premises owned by others, Customer must obtain permission from the property owner to have said Equipment installed on the premises and it is recommended that Customer obtain the property owner's written consent for such use.

9. Limited Equipment Warranty: Any steam Equipment shall carry the following exclusive warranty: Atlas Copco Rental warrants that the Equipment is in good physical and mechanical condition and of the size, type, and capacity selected by Customer. Such warranty shall be in effect for six (6) months from the date the Equipment arrives at Customer's location. If Equipment does not meet the above-stated warranties, Customer shall promptly, during the warranty period, notify Atlas Copco Rental in writing and Atlas Copco Rental shall furnish replacement parts for any part that fails due to a manufacturing defect under normal use and maintenance for installation by an employee of Atlas Copco Rental or by an Atlas Copco Rental certified third-party contractor without charge to Customer for the parts only. Customer shall be responsible for shipping and handling charges for replacement parts. If, in Atlas Copco Rental's sole discretion, the Equipment is determined to be beyond repair, Atlas Copco Rental shall replace the Equipment within a reasonable time. Customer's only remedy during the time it takes to replace the Equipment shall be a credit of any Equipment rental fees for the period of time Customer did not have the Equipment due to replacement time. Any replacement Equipment provided shall be at Customer's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses. This limited Equipment warranty expressly excludes the effects of normal wear and tear, any labor costs, shipping and freight expenses, consumable items, and boiler refractory. Atlas Copco Rental's liability under this limited Equipment warranty shall cease if any maintenance, repairs, or replacement parts are provided for the Equipment by a third party not approved by Atlas Copco Rental and if any replacement or modification, tampering, or manipulation of the Equipment is made by Customer. Further, this limited Equipment warranty shall cease unless the Customer has operated and maintained the Equipment in strict compliance with the operating instructions and manuals, if any, provided with the Equipment.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Customer shall at all times cause the Equipment to be operated strictly in accordance with the manufacturer's and Atlas Copco Rental's instructions and manuals provided to Customer at the time of delivery and standard industry practice, by competent, qualified, and licensed (as applicable) personnel and in strict compliance with all governmental requirements. Customer shall be responsible for ascertaining that the Equipment is installed and operated in accordance with all code requirements and other federal, state, and local applicable laws, rules, regulations, and ordinances. Customer shall keep the Equipment in good repair and operating condition and return it in the same clean condition in which it was received, allowing only for reasonable wear and tear. Customer is fully responsible for inspecting the Equipment on a regular basis, regardless of if the Equipment includes Boiler Logix, and agrees to inform Atlas Copco Rental immediately of any known or suspected problems. Customer agrees to not make any modifications to the Equipment nor the programs in Boiler Logix without Atlas Copco Rental's direction and consent or such acts will void the Limited Equipment Warranty. Customer shall pay all expenses of operating, maintaining, and repairing the Equipment. In the event that the Equipment is stored outdoors, the Customer shall provide adequate protection from the elements.



Customer assumes all risks of all nature associated with the use and operation of the Equipment during the period of the Lease.