

## Intellirent Master Terms and Conditions (Rev 1)

The following Terms and Conditions are applicable to rental or purchase of Equipment from Intellirent Co. LTD. ("Intellirent"). No provisions of any purchase order(s) submitted by the customer and no waiver, alteration or modification of any of the provisions below shall be effective or binding upon Intellirent unless in writing and signed by an officer of Intellirent. The terms and conditions stated herein are effective from the date Intellirent, or its agent, tenders the equipment to a courier or directly to the customer and terminates when equipment is received by Intellirent or Intellirent's agent.

Acceptance of delivery of the Equipment by the undersigned Customer constitutes an agreement by Customer to be bound by these Rental Terms and conditions.

1. **TERM:** The term of rental as to each item of Equipment shall commence on the calendar date after (the "Commencement Date") Equipment is shipped from Intellirent and shall continue thereafter until the calendar day before ("Termination Date") Equipment is received at Intellirent's facility in Roanoke, Texas in accordance with Section 7 below. The term "Equipment" means all equipment, software, hardware, manuals, accessories, options, pouches, containers, cables and packaging material related to the Equipment.
2. **RENTAL:** The rental of the Equipment subject to this Agreement is subject to Intellirent's minimum 1 day rental charge in effect at the time the Equipment was ordered. The obligation to pay rentals shall commence on the Commencement Date and continue for the term of this Agreement. Each rental payment shall be due NET 30 from the date of Intellirent's invoice or previously negotiated terms. Daily rental charges are applicable from the first (1<sup>st</sup>) through the twentieth (20<sup>th</sup>) day of rental. No rental charges accrue from the twenty-first (21<sup>st</sup>) through the thirtieth (30<sup>th</sup>) day of rental. Daily rental charges commence again on the thirty-first (31<sup>st</sup>) day of rental and subsequently every thirty (30) days thereafter. An invoice reflecting the monthly charge for the equipment will be issued on or about the twentieth (20<sup>th</sup>) day of rental and approximately every thirty (30) days thereafter.

If any rentals or other sums are not paid within thirty-one (31) days of the due date, Customer shall pay to Intellirent, on demand, a late charge and any legal or collections fees from the due date until payment in an amount equal to the lesser of one and one-half percent (1 ½ %) per month or the maximum rate permitted by law.

3. **FREIGHT:** All Equipment is shipped to Customer at Customer's expense, unless a common courier account number is provided to Intellirent and accepted by the courier, from Intellirent in Roanoke, Texas. All Equipment shall be returned to Intellirent by prepaid shipment to Intellirent in Roanoke, Texas in accordance with Section 7 below. Freight charges include freight, insurance, taxes and handling fees.
4. **TAXES:** Customer shall pay all taxes and other federal, state, local, or other governmental charges assessed in connection with the rental, use or possession of the Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes unless otherwise noted on the invoice. If Equipment is shipped to an address in Texas, Intellirent will charge sales tax applicable per the tax laws of State of Texas, unless a Texas Resale Certificate or Texas Sales Tax Exemption Certificate is provided.
5. **INTELLIRENT LIMITED WARRANTY AND DISCLAIMERS:** Except as provided herein, Intellirent warrants only that the Equipment, when delivered, will be complete and in good operating condition. If any Equipment shall require repair or recalibration, Customer shall immediately notify Intellirent before any remedial action is taken. Intellirent will repair, replace or recalibrate, at its option, any Equipment that shall fail to meet said warranty, and such obligation shall constitute the sole and exclusive remedy of Customer. In no event, shall Intellirent be liable to Customer for any consequential, incidental or exemplary damages, such as any loss of revenues or use of any Equipment or damage to other equipment, cost of substitute Equipment or downtime costs. Intellirent shall not be responsible for any delays or failures in making repairs, recalibration or replacement due to unavailability of parts or labor, strikes, delays in transportation or other causes beyond its responsible control. Unless Customer gives Intellirent written notice of any defect within two (2) working days after receipt of each item of Equipment, it shall be conclusively presumed that such Equipment was delivered in good condition. The foregoing warranty shall not apply to any damage to Equipment caused by accident, misuse or abuse. Intellirent is not the manufacturer of any equipment. Intellirent disclaims all other warranties, expressed or implied, including without limitation, any warranty or merchantability or fitness for any particular purpose of the equipment or that the equipment will not infringe upon any patent or proprietary right of any third party.
6. **USE OF EQUIPMENT AND INSURANCE:** Customer shall use the Equipment in a careful and proper manner in compliance with all laws and other governmental requirements and the manufacturer's instructions and specifications. Without the prior written consent of Intellirent, Customer shall not sell, encumber, assign, sublet, remove, alter, modify or repair the Equipment. Customer shall bear the entire risk of loss or damage to the Equipment from any cause and shall be responsible for procuring insurance coverage with respect to the Equipment and its use of the Equipment. Customer shall indemnify and hold Intellirent harmless from any and all claims, liabilities, losses, labor, downtime, production losses, costs and expenses (including reasonable attorney's fees) arising out of the use, possession, operation or rental of the Equipment. Customer agrees not to ship or use the Equipment outside the United States without the prior written consent of Intellirent and further agrees to hold Intellirent harmless from any and all claims, liabilities, losses, cost and expenses (including reasonable attorney's fees, export costs and adverse tax consequences) arising from any shipment or use outside the country of original rental.
7. **RETURN OF EQUIPMENT:** Upon completion of the usage of equipment, or immediately upon demand by Intellirent, Customer shall return the Equipment to Intellirent, shipment prepaid, in substantially the same condition as when first received, ordinary wear and tear excepted. Customer shall properly pack for shipment, using the same box and packaging material used for the outbound shipment, all Equipment being returned and shall be responsible for any damage caused during the return shipment. If the original packaging material is damaged or no longer available, Intellirent will replace shipment materials at the Customer's expense. Customer shall be responsible for, and pay to Intellirent, immediately on demand, the new replacement cost of any lost or materially damaged Equipment (including accessories), as well as the cost of restoring any Equipment that is returned with extraordinary wear and tear or damage, or missing accessories. With respect to lost or materially damaged Equipment Customer shall be responsible for rentals to the date of receipt by Intellirent, of the full new replacement cost. As used herein, the term "materially damaged" means damage to the Equipment is such an extent that the cost to repair such Equipment equals or exceeds fifty percent (50%) of the fair market value of the Equipment at that time.
8. **DEFAULT AND REMEDIES:** Customer shall be in default hereunder if it shall fail to timely pay any sum due to Intellirent or shall fail to timely perform any other obligation owing to Intellirent or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against Customer. Upon the occurrence of any default, Intellirent may at any time during the continuance thereof, and in addition to all other rights and remedies available to Intellirent at law or in equity, (1) terminate the rental of all products or equipment rented to Customer under this Agreement of otherwise, (2) require Customer to assemble and return all such products or equipment, or repossess all such products or equipment and/or (3) recover from Customer all amounts payable to Intellirent. Intellirent shall not have any duty to account to Customer for the proceeds of any disposition of Equipment subsequent to return or repossession. All rights and remedies of Intellirent on default are cumulative and may be exercised simultaneously or successively. No waiver of any default shall reimburse Intellirent for all costs and expenses incurred by Intellirent in enforcing its rights hereunder including reasonable attorney fees.
9. **MISCELLANEOUS:** Rental of all Equipment is subject to availability in Intellirent's inventory. The invalidity of any of these Terms and Conditions shall not affect the validity of any other terms and conditions. The rights of Intellirent and the Customer pursuant to these Terms and Conditions shall be governed by the laws of the State of Texas. Any additional or different terms in any order or other response by Customer shall be deemed objected to by Intellirent without need of further notice of objections, and shall be of no effect or in any way binding upon Intellirent.