

RENTAL PO TERMS & CONDITIONS

- (1) The following terms may be used interchangeably and have the same meaning, Lessor and Seller, and Lessee and Buyer.
- (2) This order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in Seller's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Seller's shipment of Equipment in response to this order without return of the acknowledgment copy thereof, signed by Seller, shall be considered acceptance by Seller under this Condition (2).
- (3) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment described and stated on this order, ("Equipment") which shall be supplied to Lessee with all necessary parts, components, and manuals and/or other documentation necessary to safely operate the Equipment to its fullest extent.
- (4) Title to Equipment. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto.
- (5) Term. The term of this rental shall be for the number of months stated on this order and shall commence after the date Equipment is delivered to Lessee.
- (6) The monthly rental fee for the Equipment is the amount stated on this order, with the payments due on the first day of each month throughout the rental term. Rent for any partial month shall be prorated.
- (7) As applicable, Lessee is responsible for providing the operator and any fuel or oil to operate the Equipment.
- (8) Taxes. Lessee shall reimburse Lessor for all taxes, charges, and fees levied by any governmental body or agency upon or in connection with this Agreement, excluding, however, all taxes on or measured by the net income of Lessor.
- (9) At its own expense, Lessor shall deliver and install (if applicable) the Equipment at the location designated by Lessee so that it shall be ready for acceptance by Lessee no later than the date so stated on the Order. This date may be extended by mutual written consent of the parties.
- (10) Following the delivery of Equipment, Lessee shall have the right to inspect and accept the Equipment to confirm its condition. Any failure of the Equipment to be delivered completely and meet acceptable operating standards shall delay the commencement of the rental until defects are corrected.
- (11) Lessor warrants the Equipment, when delivered, will be in good working order, meets all applicable OSHA requirements, and will safely operate and perform the functions as designed.
- (12) Lessee shall keep the Equipment in good operating condition. Lessor, at its own expense, shall perform any required or scheduled preventative maintenance.
- (13) Lessee will advise Lessor any failures or malfunctions. Lessor will promptly perform, at its own expense, all repairs or remedial maintenance, or if necessary provide Lessee with replacement Equipment.
- (14) Lessee is responsible for Equipment until either returned to or picked-up by Lessor.
- (15) In the event the Equipment is lost or damaged beyond repair, Lessee shall, at Lessee's option: (a) place the same in good repair, condition and working order; (b) replace the same with like equipment in good repair, condition and working order; or (c) pay to Lessor the lower of replacement fair market value or net book value of the Equipment.
- (16) At the expiration of the rental term, Lessee shall surrender the Equipment to Lessor in good condition and working order, ordinary wear and tear excepted,

as it was at the time of delivery. At Lessee's option and expense, Lessee may either deliver the Equipment to Lessor or request Lessor to pick-up the Equipment from Lessee's location.

- (17) This contract shall be construed subject to the laws of the state of the purchaser designated on this order and, where applicable, by said states and by the provisions of the Uniform Commercial Code, and not the Convention for the International Sale of Goods.
- (18) Time is of the essence on this order. If delivery is not made in the quantity or quantities and at the time or times specified, Buyer shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If Buyer accepts delayed delivery, the time of payment shall be extended accordingly.
- (19) Seller shall not be held responsible for failure or delay in shipping nor Buyer for failure or delay in accepting Equipment if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders thereunder, fire, strike, differences with workmen, accident, inability to obtain containers or raw materials, or other causes, either similar or dissimilar to the foregoing, beyond their control; provided, however, that any shipments made by Seller before receipt of written notice from Buyer that the latter cannot accept shipments because of any such cause, shall be accepted and paid for. In the event of any such excused interference with shipments, Buyer shall have the option either to reduce the quantity provided for in this order accordingly or to exercise its right of cancellation under Condition (2).
- (20) No exercise by Buyer of its rights hereunder shall constitute a waiver of any rights it may have for breach of contract. Buyer's waiver of or failure to enforce its rights on account of Seller's failure or delay in performing any

obligation of Seller hereunder, or on account of Seller's breach of contract in any respect, shall not constitute a waiver of any subsequent failure, delay or breach.

- (21) Seller represents that prices charged under this order will not exceed those permitted by statute or applicable governmental regulation.
- (22) COMPLIANCE WITH LAWS. Seller warrants that all goods and services described herein shall be produced or performed in compliance with all applicable federal and state laws, rules and regulations. Without limiting the foregoing, Seller agrees, through acceptance of this order, to comply with the following as applicable, which are incorporated by reference:
1. The U.S. Foreign Corrupt Practices Act (15 U.S.C. §578, et seq.)
 2. Executive Order 11246, as amended, including regulations related to elimination of Segregated Facilities (33 FED. REG. 7804)
 3. 41 CFR §§ 60-1.4(a) and 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
 4. Executive Order 13672 pertaining to non-discrimination based on gender identity and sexual orientation
 5. Public Law 95-507 pertaining to small business and small disadvantaged business

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- 6. Executive Order 12138 pertaining to women-owned business
 - 7. Executive Order 13201 pertaining to employee rights concerning payment of Union dues or Fees
 - 8. 29 CFR Part 471, Appendix A to Subpart A, pertaining to informing employees of their union organizing rights
 - 9. The Fair Labor Standards Act of 1938, as amended
- (23) Code of Conduct: Buyer expects ethical code of business conduct from its suppliers at all times. A guiding principle in the code is respect for fundamental human rights. Buyer forbids the use of unlawful child labor in its workforce and does not utilize forced or compulsory labor. Seller certifies that it does not and will not knowingly use unlawful child labor and that it does not and will not knowingly use slave, human trafficked, forced or compulsory labor. In the event Buyer believes, in good faith, that Seller has unlawfully used child labor in its workforce or utilized forced or compulsory labor, or violated any such applicable law, this contract shall be terminated immediately.
- (24) Foreign Corrupt Practices Act Compliance. Seller will maintain its ethical conduct and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any other such applicable law. In the event Buyer believes, in good faith, that Seller has violated the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other such applicable law, this contract shall be terminated immediately.
- (25) Any United States source technical data which may be provided by Buyer under this order, and direct products of such data, may be controlled by the United States export regulations. No license, implied license, or other approval for export or re-export, directly or indirectly, of such data or products is hereunder provided. It is the sole responsibility of Seller to comply with whatever requirement the United States government may make for such export or re-export at the time thereof.
- (26) If Buyer and Seller choose to transmit orders, information, payment or any other data pertaining to this order through an electronic medium, then Buyer and Seller agree that the terms and conditions of this order shall apply to all such transactions, unless Buyer and Seller have agreed previously in writing to other terms and conditions, in which case the other terms and conditions shall apply. Buyer and Seller further agree that the Uniform Electronic Transactions Act as adopted in any form shall not apply to transactions pursuant to this order.
- (27) Any Seller's representative working on Buyer's premises under this order must have a valid Contractor Pass before being allowed entry onto Buyer's premises. The requirements for obtaining a Contractor Pass may vary from time to time but may include at a minimum: (i) completion of established safety training for the location; (ii) verification of the completion of a background investigation of the individual; and (iii) health and safety qualification of Seller's company.
- (28) The management of Seller's representative will be expected to provide certification that its employee is eligible to be considered for a Contractor Pass under Buyer's guidelines. A copy of the guidelines will be provided upon request.
- (29) Invoices are paid according to Flexsys standard payment disbursement process and such practice may result in minor deviations from cited payment terms.