RPI RENTALS, LLC STANDARD TERMS AND CONDITIONS

These standard terms and conditions shall be incorporated by reference into all agreements for rental or purchase between RPI Rentals, LLC (hereinafter "RPI Rentals") and its customers ("hereinafter referred to as the "Customer").

I. GENERAL TERMS

The terms in this 'General Terms' section are applicable to all contracts between RPI Rentals and Customers.

PAYMENT: Customer agrees to pay RPI Rentals in full within thirty (30) calendar days after receipt of RPI Rentals' invoice. Customer must notify RPI Rentals in writing of any disputed amounts, including credit card charges, within 15 days after receipt of RPI Rentals' invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At RPI Rentals' discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required, and any rented equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month (or the maximum rate permitted by law) shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse RPI Rentals for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. If applicable, deposits will only be returned to Customer after all payments owed to RPI Rentals are paid in full.

Credit/Debit Card – Customer acknowledges and agrees that should Customer use a credit or debit card to pay charges or to guarantee payment, Customer authorizes RPI Rentals to charge that credit or debt card all payments shown on this contract and charges for any subsequently incurred by Customer. RPI Rentals may also impose a surcharge of 3% (minimum $5) for all credit card payments; however, the use of an American Express credit card may be subject to a higher surcharge rate.

Payment Guarantee – If Customer has directed RPI Rentals in writing, and RPI Rentals has agreed in writing, to bill charges to someone else who fails to make payment when due, Customer agrees to pay RPI Rentals on demand. If Customer does direct charges to be billed to another person, Customer represents that it is authorized to give RPI Rentals such direction. Customer understands that he remains individually responsible for all charges even if Customer directed RPI Rentals to bill another person.

DISPUTE RESOLUTION: In the event a dispute between the parties proceeds to final determination by a trier of fact, then the trier of fact shall determine the prevailing party, and the non-prevailing party shall be responsible for associated attorney's fees, expenses and costs incurred. Unless otherwise prescribed by compulsory applicable law, the parties expressly and irrevocably agree that this contract, including any related tort claims, shall be governed by the laws of Alabama, without regard to any conflicts of law principles.**IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND RPI RENTALS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT. AT THE ELECTION OF RPI RENTALS, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

MISCELLANEOUS:

Customer irrevocably consents to the collection, use, storage, transfer and disclosure of the data and information Customer voluntarily provides to RPI Rentals, including personal identifiable information and financial information, as well as any data collected from rented equipment, for any business purpose RPI Rentals deems necessary including but not limited to credit checks, collections, and marketing.

RPI Rentals shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this contract when and to the extent such failure or delay is caused by or results from acts beyond RPI Rentals' control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (j) supply chain disruptions or price escalation; and, (k) other events beyond the control of RPI Rentals.

If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term and such term will be construed to reflect the original intent of the parties. To the extent applicable, the rights and obligations of the parties set forth in this contract which by its nature should survive termination (e.g., indemnification, dispute resolution, payment, miscellaneous, "as-is" sale – warranty disclaimer) will survive any such termination or expiration.

In case of conflict between the provisions of any other contract with Customer that may be applicable, the provision imposing the greater duty and obligation on Customer shall govern in all respects, except for the *Dispute Resolution* provision of this contract which shall take priority. To the extent that any terms in this contract conflict, the terms imposing the greater duty and obligation on Customer shall govern in all respects. The failure of RPI Rentals to enforce or to require strict compliance or performance by Customer of any provision(s) of the contract shall not constitute a present or future waiver of such provision and shall not affect or impair RPI Rental's rights at any time to enforce said provisions or to avail itself of such remedies.

Any and all notices, consents or other written communications required to be sent to any party under this contract shall be deemed sufficient if mailed to the party at its respective address set forth in the contract or at such other address as said party may provide in writing from time to time, and shall be deemed effective when either personally delivered or upon receipt certified mail, return receipt requested, with postage prepaid.

Customer agrees not to sublet, transfer, or assign this contract or any equipment, in part or whole, without the prior written consent of RPI Rentals, which may be withheld in RPI Rentals' sole discretion. Any attempted assignment without such consent shall be void and constitute a material breach of this contract.

II. RENTAL-SPECIFIC TERMS

The additional terms in this 'Rental-Specific Terms' section shall apply if, and to the extent, that RPI Rentals' scope of work under this contract includes the lease or rental of equipment by RPI Rentals to Customer. If RPI Rentals' scope of work under this contract includes the lease or rental of a crane or hoist (including applicable accessories) by RPI Rentals to Customer, then the additional terms in this 'Rental-Specific Terms' section and the 'Crane/Hoist Equipment Rental-Specific Terms' section below shall apply. In the event of a conflict between the 'Rental-Specific Terms' and 'Crane/Hoist Equipment Rental-Specific Terms' sections, the terms set forth in the 'Crane/Hoist Equipment Rental-Specific Terms' section shall control.

PERMITTED USE: Customer rents the equipment from RPI Rentals pursuant to this contract, which is a true lease. Customer agrees and warrants that (a) RPI Rentals has no control over the manner in which the equipment is operated during the rental period by Customer or any third party that customer implicitly or explicitly permits, (b) prior to each use and its return to RPI Rentals, Customer shall inspect the equipment to confirm that the equipment is in good condition, without defects (ordinary wear and tear excluded), and the equipment is suitable for Customer's intended use; (c) Customer has access to and has fully reviewed the operating and safety instructions and will operate the equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the site address is authorized to accept delivery of the equipment (and if Customer requests, Customer authorizes RPI Rentals to leave the equipment at the site address without requirement of written receipt); (e) Customer shall immediately stop use and notify RPI Rentals if the equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, lost, or if any incident occurs; (f) Customer has received from RPI Rentals all information needed or requested regarding the operation of the equipment; (g) RPI Rentals is not

responsible for providing an equipment operator or any sort of training unless Customer specifically requests in writing and RPI Rentals agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the equipment's use); (h) RPI Rentals is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) authorized individual(s); (i) only authorized individuals shall use and operate the equipment, however Customer is responsible for the equipment and its use during the rental period regardless of the user (Customer acknowledging that the equipment may be dangerous if used improperly or by untrained parties); (j) the equipment shall be used and maintained in a careful manner in accordance with manufacturer specifications, recommendations, and any further documentation applicable to the equipment (*e.g.*, operators manual, parts and service manuals, etc.), within the equipment's capacity and in compliance with all applicable laws, ordinances, statutes, or regulations, including without limitation utility locates and permits, as well as all operating and safety instructions provided on, in or with the equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) Customer shall keep equipment free from all liens and grant RPI Rentals a contractual lien and security interest (as of the date any charges are unpaid and due) on all equipment contents and proceeds thereof to secure payment of charges; (l) the equipment shall be kept in a secure location; and (m) Customer shall provide RPI Rentals with accurate and complete information, which RPI Rentals can rely upon when providing any equipment to Customer. Failure of Customer to comply with these requirements may result in increased rental rates, additional charges, and/or termination of this contract.

Acceptance of this contract will be deemed to occur upon the earlier of Customer's receipt of RPI Rentals' equipment under this contract or delivery of such equipment to the Customer's site. All risk of loss concerning the equipment and any materials provided by RPI Rentals transfers to Customer upon acceptance. Customer assumes all responsibility for injuries to persons or damages to property and agrees to hold RPI Rentals harmless for any and all claims, of whatsoever nature, arising out of use of the equipment while in its custody.

Customer agrees to permit and to provide RPI Rentals with safe access to enter premises where equipment is located at any time to repair, perform any equipment servicing or repairs, or repossess said equipment. Customer hereby indemnifies RPI Rentals from any rights of action by owner of said premises due to such taking or entry. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST RPI RENTALS ENTITIES FOR SUCH REPOSSESSION.** Customer agrees to reimburse RPI Rentals for all reasonable attorney fees, court cost and expenses incurred by RPI Rentals to enforce collection or to preserve or enforce RPI Rentals' rights under this contract.

Unless and until the equipment is purchased by Customer, Customer shall not acquire any ownership interest in any equipment which shall remain solely vested in RPI Rentals. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than the specific location listed on this contract. Customer further agrees not to remove any operating or safety equipment or instructions or alter or tamper with the equipment or to use the equipment in a negligent, illegal, unauthorized, or abusive manner.

RPI Rentals may terminate this contract at any time, for any reason. The equipment shall be returned to RPI Rentals in the same condition in which it was received, less ordinary wear and tear and free of any hazardous materials and contaminants. Customer will return the equipment to RPI Rentals at the end of the rental period but will continue to be responsible for rental and other charges after the rental period if the equipment is not returned in the condition required herein. If RPI Rentals delivered the equipment to Customer, Customer shall notify RPI Rentals that the equipment is ready to be picked up at the site address; provided Customer remains liable for any loss, theft, damage to or destruction of the equipment until RPI Rentals confirms that the equipment is returned in the condition required herein. At RPI Rentals sole discretion, Customer may be subjected to additional rental charges and/or pickup costs (including for failed attempts) if equipment is not ready for pickup or for changes in site condition. RPI Rentals' driver or agent retains the right to refuse a delivery/pickup and RPI Rentals is permitted to charge Customer if delivery/pickup cannot be accomplished due to any concern for either safety or potential damage. RPI Rentals shall assume that any apparent agent at the site address is authorized to select delivery/pickup location for equipment (including any installation location, if applicable); further, Customer is solely responsible and assumes full liability for site selection(s) and all subsurface conditions (including compaction). No pickups or drop offs may occur on Saturdays, Sundays, any holidays recognized by RPI Rentals, or after RPI Rentals' normal business hours without prior approval from RPI Rentals all of which may result in additional fees. If Customer picked up at an RPI Rentals location, Customer shall return equipment to the same RPI Rentals location during RPI Rentals' normal business hours.

EQUIPMENT MAINTENANCE/SERVICING: Unless otherwise agreed to in writing by RPI Rentals and Customer, Customer shall perform Routine Maintenance (as defined herein) and routine inspections of the equipment during the rental period. "Routine Maintenance" includes, but is not limited to, inspecting, maintaining, and/or replacing fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and equipment cleaning. All Routine Maintenance shall be conducted in accordance with the manufacturer's specifications. During the rental period, as it pertains to any service or repairs to equipment that do not classify as Routine Maintenance, the Customer shall have the option to either (1) engage a third-party (such third-party must be adequately licensed, bonded, and insured, and their selection is subject to prior written approval by RPI Rentals) to perform any such equipment inspection, service or repair or (2) have RPI Rentals or its agents perform any such equipment inspection, service or repair. The Customer shall provide written notice to RPI Rentals of its selected option at the time of executing this contract. If the Customer fails to provide proper notice, RPI Rentals shall be entitled to assume that the Customer has elected to have RPI Rentals or its agents perform any such equipment inspection, service or repair. If the Customer elects to proceed with option (2) above, Customer shall be responsible for all labor-related charges as listed in the quote and/or contract. Notwithstanding the foregoing, RPI Rentals shall have no obligation during the rental period to inspect or perform any such service or repairs unless otherwise agreed in writing. Customer shall be responsible for complying with the terms of this contract regarding use and Routine Maintenance of the equipment at its own expense. If RPI Rentals determines that repairs to the equipment are needed, other than ordinary wear and tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the equipment until the repairs are completed. If equipment is lost or damaged in excess of 40% of the equipment's fair market value, RPI Rentals, in its sole discretion, shall require Customer to repair or replace the equipment, either of which shall be at Customer's sole expense. If Customer breaches this contract, RPI Rentals shall have no obligation to stop the rental period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for any and all outstanding charges.

ASSUMPTION OF THE RISK / INDEMNIFICATION: CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES RPI RENTALS AND IT'S AFFILIATED COMPANIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, ITS REMOVAL, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH RPI RENTALS RELIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS RPI RENTALS AND ITS AFFILIATED COMPANIES HARMLESS AND AT RPI RENTALS'S REQUEST, DEFENDS RPI RENTALS AND ITS AFFILIATED COMPANIES (WITH COUNSEL APPROVED BY RPI RENTALS), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, DELIVERY, INSTALLATION, PLACEMENT, USE, ACCEPTANCE, POSSESSION, REMOVAL, CONDITION, MAINTENANCE/REPAIR, OPERATION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT REMAINS IN THE CARE, CUSTODY, OR CONTROL OF CUSTOMER OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IN JURISDICTIONS IN WHICH THE INDEMNIFICATION PROVIDED FOR IN THIS PROVISION IS BROADER THAN THAT ALLOWED BY APPLICABLE LAW, THIS PROVISION SHOULD BE INTERPRETED AS PROVIDING THE BROADEST INDEMNIFICATION PERMITTED AND SHOULD BE LIMITED ONLY TO THE EXTENT NECESSARY TO COMPLY WITH SAID LAW.

LIMITATION OF RPI RENTALS LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT RPI RENTALS'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM RPI RENTALS, RPI RENTALS' ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT AND, IN ANY CASE, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

INSURANCE: During the rental period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using equipment for non-personal use, general liability insurance of not less than $2,000,000 per occurrence/$4,000,000 aggregate, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained above; (b) for Customers using equipment for non-personal use, property insurance against loss by all risks to the equipment, in an amount at least equal to the full replacement value of the equipment; (c) worker's compensation insurance as required by law; (d) employer's liability insurance of not less than $1,000,000 combined single limit; and (e) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage) of not less than $1,000,000 per occurrence. Should RPI Rentals' scope of work under this contract include the lease or rental of a crane or hoist (including applicable accessories) by RPI Rentals to Customer, the Customer, during the rental period, shall maintain, at its own expense, the following minimum insurance coverage: (a) equipment coverage (physical damage insurance), with any overload, boom and jib exclusions deleted, for the full replacement value of the crane and/or hoist (including applicable accessories) in the amount indicated on the contract, and with a sub-limit of at least $200,000 for continuation of rent coverage in the event the crane and/or hoist (including applicable accessories) is inoperable; (b) excess (follow form)/umbrella liability insurance of not less than $13,000,000 (if renting personnel hoists) and/or $23,000,000 (if renting crane). Such policies shall (i) be primary, non-contributory, on an occurrence basis, (ii) contain a waiver of subrogation in favor of RPI Rentals and its affiliated companies, and their agents, (iii) provide additional insured (including an additional insured endorsement) and loss payee status in favor of RPI Rentals and its affiliated companies, and (iv) provide for RPI Rentals to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide RPI Rentals with certificates of insurance to sales@rpirents.com evidencing the coverages required above prior to any rental and any time upon RPI Rentals' request. To the extent RPI Rentals and its affiliated companies carry any insurance, such insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise. Customer shall bear the expense of any applicable deductible amounts and self-insured retentions required to be maintained under this contract. In the event of a loss, Customer shall promptly pay deductible amount or self-insured retention or the applicable portion thereof to the applicable party. Notwithstanding anything to the contrary, if a loss may not be covered by insurance provided by Customer under this contract or, if covered, is subject to deductibles, retentions, conditions, or limitations shall not affect Customer's liability for any loss. Should Customer fail to procure or pay the cost of maintaining the insurance specified herein, or to provide RPI Rentals upon request with satisfactory evidence of the insurance, RPI Rentals may, but shall not be obliged to, procure the insurance and Customer shall reimburse RPI Rentals on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this contract. Customer shall maintain insurance coverage with limits of no less than the total amount needed to cover six months of continued rental expenses for all leased or rented equipment under this contract.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PAYMENT FOR RENTALS:

All rates, charges, taxes, fuel, delivery, pickup and reservation cancellation fees and all other amounts incurred as a result of this rental transaction shall be charged to the Customer. Charges for delivery, loading, unloading, and return delivery are based on normal and customary time and site conditions. Any additional cost actually incurred by RPI Rentals in the performance of these services, plus fifty percent (50%) for overhead and profit, shall be charged to the Customer.

Replacement cost for any loss or disappearance of equipment due to theft, conversion, or other dishonest acts on part of any person or persons to whom the issued property is entrusted or any person or person in the service or employment of the Customer whether or not occurring during the hours of such service or employment shall be the responsibility of the Customer. RPI Rentals reserves the right to consider the property lost, stolen or converted if not returned within THREE DAYS of the applicable date and time printed in the contract.

Customer agrees to pay the full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever.

Final Audit - CUSTOMER UNDERSTANDS AND AGREES THAT ALL CHARGES ARE SUBJECT TO FINAL AUDIT AND CUSTOMER SHALL PAY ANY ADDITIONAL CHARGES IDENTIFIED WITHIN 5 BUSINESS DAYS OF NOTIFICATION. Customer authorizes any credits or additional charges to be made and paid by the method used at the time of the reservation or return.

RPI RENTALS DISCLAIMS ALL EXPRESSED WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND CUSTOMER AGREES THAT IT HAS SOLELY DETERMINED THAT ANY AND ALL EQUIPMENT IS SUITABLE FOR CUSTOMER'S INTENDED USE.

Rental fees are for portal-to-portal time out, not time used, including any period RPI Rentals is closed. Overdue rates for equipment rentals are computed at 1/4 the daily rate for each hour over a day (24 hours). A one-day rental rate for equipment with run time hour meters consists of 8 hours use within a 24-hour period. If equipment is run for more than 8 hours in a 24-hour period, an additional pro-rata charge will be made.

To the extent this contract includes a re-rental, Customer acknowledges and agrees to be held to the same terms and conditions within RPI Rentals' rental agreement with other rental company, including any modifications made to such agreement. Should there be a conflict between the provisions of this contract and the terms and conditions set forth in RPI Rentals' rental agreement with such other rental company, the provision imposing the greater duty and obligation on Customer shall govern in all respects. RPI Rentals will provide to Customer a redacted version of its rental agreement with other rental company upon written request from Customer. Customer further agrees to provide additional insured (including an additional insured endorsement) status in favor of any such other rental company.

III. SERVICE-SPECIFIC TERMS

The additional terms in this 'Service-Specific Terms' section shall apply if, and only to the extent, that RPI Rentals' scope of work under this contract includes a 'Service' provided to Customer by RPI Rentals, either directly by RPI Rentals or indirectly by a third-party vendor working on behalf of RPI Rentals (hereinafter a "Vendor"). A Service is defined as any scope of work that requires the physical presence of an employee of RPI Rentals or Vendor to perform the work, over and above the loading or unloading of materials or equipment during delivery to the project site.

INSURANCE: Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than $1,000,000 per occurrence/$2,000,000 aggregate. Customer's general liability insurance policy shall (i) contain a waiver of subrogation in favor of RPI Rentals and its affiliated companies, and their agents, (ii) provide additional insured (including an additional insured endorsement) and loss payee status in favor of RPI Rentals and its affiliated companies, and (iii) provide for RPI Rentals to receive at least 30 days prior written notice of any cancellation or material change. RPI Rentals and its Vendor(s), to the extent required by a project owner, shall enroll in any Controlled Insurance Program. Customer shall provide RPI Rentals with advance written notice should enrollment in a Controlled Insurance Program be required.

If Services provided hereunder requires use of any design, engineering, or other professional services performed by, or at the direction of Customer, then Customer shall provide professional liability insurance of not less than $5,000,000 per occurrence covering such design, engineering, or professional services. Customer's professional liability coverage shall apply to negligent acts, errors or omissions arising from Customer's professional services or anyone they may be held liable for. Such policy shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name RPI Rentals and its agents as loss payee, and provide for RPI Rentals to receive at least 30 days prior to written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach.

Customer shall provide RPI Rentals with certificates of insurance to sales@rpirents.com evidencing the coverages required by this contract prior to the commencement of any Services provided by RPI Rentals or its Vendor(s), and at any other time upon RPI Rentals' request. To the extent RPI Rentals carries any insurance, RPI Rentals' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

SAFETY: RPI Rentals and its Vendor(s) shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes, including but not limited to all applicable OSHA regulations, affecting or relating to its performance under this contract, including but not limited to those with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices, and immigration and employee classification determination. Further, RPI Rentals and its Vendor(s) shall adhere to any project-specific safety requirements, provided the Customer has made RPI Rentals and its Vendor(s) aware of such requirements.

RPI Rentals and its Vendor(s) shall also abide by the requirements of 41 CFR 60-1.4(a); 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 all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered Vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

TIME: RPI Rentals shall begin the work under this contract within a reasonable period of time after the execution of this contract, unless Customer and RPI Rentals have mutually agreed upon a specific date. In the event Customer is delayed or impacted by RPI Rentals' work under this contract, Customer's sole and exclusive remedy shall be limited to the recovery of damages against RPI Rentals' Vendor(s) performing the work, and Customer expressly waives any right to seek damages directly from RPI Rentals. RPI Rentals agrees to assert such claims against its Vendor(s) on Customer's behalf and to provide Customer with any and all compensation obtained from such clams, minus any legal expenses incurred by RPI Rentals as a part of pursing such claims on Customer's behalf.

INDEMNIFICATION: Customer and RPI Rentals mutually agree to the following indemnity language which shall be applicable based on the state in which the work is performed:

FOR PROJECTS IN COLORADO: To the fullest extent permitted by law, RPI Rentals shall indemnify, hold harmless, and defend Customer and its agents, officers, directors, and employees (collectively "Indemnitees") from and against claims, damages to persons or property, losses and expenses, including but not limited to attorneys' fees (collectively "Damages"), arising out of or resulting from the work or performance of the work, including but not limited to claims or damages arising in part from the negligence of an Indemnitee but only to the extent caused by the fault or negligence of RPI Rentals, its Vendors, or agents, representatives, suppliers, subcontractor(s), anyone directly or indirectly employed by RPI Rentals, or anyone for whose acts RPI Rentals may be liable (collectively "RPI Rentals Parties"). RPI Rentals' duty of defense shall arise when an Indemnitee receives a claim or has a reasonable belief that it has suffered Damages caused at least in part by any of the RPI Rentals Parties. RPI Rentals shall defend the Indemnitees with attorney(s) reasonably acceptable to Indemnitees. For claims by an employee of any of RPI Rentals Parties, RPI Rentals' obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the RPI Rentals or RPI Rentals Parties under workers' compensation acts, disability benefit acts or other employee benefit acts. RPI Rentals' liability insurance policies shall contain coverage for RPI Rentals' obligations contained in this paragraph. RPI Rentals shall name Customer as an additional insured in the RPI Rentals' comprehensive general liability, and excess liability insurance policies.

FOR PROJECTS IN FLORIDA: To the fullest extent permitted by law, RPI Rentals shall indemnify, hold harmless, and defend Customer and its agents, officers, directors and employees (collectively, the "Indemnitees") from and against any claims, damages to persons or property and losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the work or performance of the work by RPI Rentals, its Vendors, or agents, of any tier of their respective employees, and RPI Rentals' officers, directors, agents or employees (collectively, a "Claim"), including but not limited to any Claim that in whole or in part arises out of or is the result of any negligent acts or omissions of any Indemnitee. With respect to any Claim by an employee of RPI Rentals, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the RPI Rentals or its Vendors under workers' compensation acts, disability benefit acts or other employee benefit acts. RPI Rentals' obligation herein to indemnify Indemnitees for claims that in whole or in part arise out of or are the result of any negligent acts or omissions of any Indemnitee shall be limited to an amount equal to ten times the total price of the work under the Work Order, per occurrence, or one million dollars, per occurrence, whichever is greater and Customer agrees this indemnity is incorporated by reference into the project specifications or bid documents. RPI Rentals and Customer agree that RPI Rentals' indemnification obligations contained in this paragraph provision are intended to comply with the requirements of section 725.06, Florida Statutes, as amended from time to time. If the limitation on the amount of indemnification stated above is found not to bear a reasonable commercial relationship to the Work Order, the parties agree that a court of competent jurisdiction shall modify the limitation on the amount of indemnification by reducing it to an amount that bears a reasonable commercial relationship to the Work Order. Customer shall be named as additional insureds in RPI Rentals' commercial general liability and excess liability insurance policies. The duty to defend is separate, distinct and severable from the duty to indemnify, and RPI Rentals shall defend the Indemnitees with attorney(s) reasonably acceptable to Indemnitees.

FOR PROJECTS IN NORTH CAROLINA: To the fullest extent permitted by law, RPI Rentals shall indemnify, hold harmless, and defend Customer and its agents, officers, directors, and employees as well as, to the extent it is applicable, those parties indemnified by Customer under the prime contract between Customer and project owner from general contracting services (collectively "Indemnitees") from and against claims, damages to persons or property, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the work or performance of the work, to the extent caused by the negligent acts or omissions of RPI Rentals, its Vendors, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable (collectively "RPI Rentals Parties"), regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. RPI Rentals shall defend the Indemnitees with attorney(s) reasonably acceptable to Indemnitees. For claims by an employee of RPI Rentals Parties, the indemnification obligations shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for RPI Rentals or its Vendors under workers' compensation acts, disability benefit acts or other employee benefit acts. RPI Rentals' liability insurance policies shall contain coverage for RPI Rentals' indemnification obligations contained in this paragraph. Customer shall be named as additional insureds in RPI Rentals' comprehensive general liability, and excess liability insurance policies.

FOR PROJECTS IN TENNESSEE: To the fullest extent permitted by law, RPI Rentals shall indemnify, hold harmless, and defend Customer and its agents, officers, directors, and employees (collectively "Indemnitees") from and against claims, damages to persons or property, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the work or performance of the work, including but not limited to claims or damages arising in part from the negligence of an Indemnitee. RPI Rentals shall defend the Indemnitees with attorney(s) reasonably acceptable to Indemnitees. For claims by an employee of RPI Rentals, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for RPI Rentals or its Vendors under workers' compensation acts, disability benefit acts or other employee benefit acts. RPI Rentals' liability insurance policies shall contain coverage for RPI Rentals' indemnification obligations contained in this paragraph. Customer shall be named as additional insured in RPI Rentals' comprehensive general liability, and excess liability insurance policies.

FOR PROJECTS IN TEXAS:
(A) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, RPI RENTALS SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CUSTOMER AND EACH OF ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY PARTY CUSTOMER HAS CONTRACTUALLY AGREED TO INDEMNIFY (COLLECTIVELY, "THE INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY EMPLOYEE OF RPI RENTALS, ITS AGENTS OR ITS VENDORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNITEES.

(B) NOT WITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, RPI RENTALS SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CUSTOMER, AND EACH OF ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY PARTY CUSTOMER HAS CONTRACTUALLY AGREED TO INDEMNIFY (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES, OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED

TO THIS AGREEMENT OR THE WORK TO BE PERFORMED UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF RPI RENTALS, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ITS VENDORS OF ANY TIER. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR RPI RENTALS UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. RPI RENTALS SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

FOR PROJECTS IN VIRGINIA: To the fullest extent permitted by law, RPI Rentals shall indemnify, hold harmless, and defend Customer and its agents, officers, directors, and employees (collectively "Indemnitees") from and against all claims, damages to persons or property, losses and expenses, including attorneys' fees, arising out of or resulting from the RPI Rentals' performance of (or failure to perform) this Agreement or services described in a Work Order. RPI Rentals shall defend the Indemnitees with attorney(s) reasonably acceptable to Indemnitees. For claims by an employee of RPI Rentals, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for RPI Rentals or its Vendors under workers' compensation acts, disability benefit acts or other employee benefit acts. RPI Rentals' liability insurance policies shall contain coverage for RPI Rentals' indemnification obligations contained in this paragraph. Customer shall be named as additional insureds in the RPI Rentals' comprehensive general liability, and excess liability insurance policies. For projects in Virginia, RPI Rentals is not obligated to indemnify Customer for damage to property or bodily injury caused by or resulting solely from the negligence of Customer. In the event that the law of the State in which the project is located (or other applicable law) limits the indemnity obligations of RPI Rentals, then the indemnity obligations of RPI Rentals shall be enforced to the fullest extent permitted by law, and this paragraph shall be construed to conform to such law.

FOR PROJECT IN ALL OTHER STATES: To the fullest extent permitted by law, RPI Rentals shall indemnify, hold harmless, and defend Customer and its agents, officers, directors, and employees (collectively "Indemnitees") from and against claims, damages to persons or property, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the work or performance of the work, including but not limited to claims or damages arising in whole or in part from the negligence of an Indemnitee. RPI Rentals shall defend the Indemnitees with attorney(s) reasonably acceptable to Indemnitees. For claims by an employee of RPI Rentals, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for RPI Rentals or its Vendors under workers' compensation acts, disability benefit acts or other employee benefit acts. RPI Rentals' liability insurance policies shall contain coverage for RPI Rentals' indemnification obligations contained in this paragraph. Customer shall be named as additional insureds in RPI Rentals' comprehensive general liability, and excess liability insurance policies.

MISCELLANEOUS:

If requested by Customer, RPI Rentals shall require its Vendor(s) to attend periodic progress meetings at the applicable project site.

Customer shall immediately remedy, at its sole cost and expense, any and all damage that the Customer, its subcontractors of any tier, or others to whom Customer is liable for, cause to completed or partially completed work or to property of RPI Rentals or its Vendor(s). In addition, the Customer shall be responsible for all costs incurred by RPI Rentals or its Vendor(s) because of such damage.

Customer, its subcontractors of any tier, and others to whom Customer is liable for, are not authorized to use equipment owned or rented by RPI Rentals or its Vendor(s). Customer is responsible for any and all damages arising out of such unauthorized use. RPI Rentals' Vendor(s) shall not use equipment owned or rented by Customer without Customer's authorization. RPI Rentals' Vendor(s) shall be responsible for any and all damages arising out of such unauthorized use.

RPI Rentals shall require its Vendor(s) to be responsible for keeping its part of a project site clean subject to the reasonable approval of the Customer. RPI Rentals shall also require its Vendor(s) to clean up and remove from the project site all trash, rubbish, debris, and/or surplus building material caused as a result of its Vendor's work. This cleaning shall be accomplished at no expense to the Customer and is subject to the Customer's reasonable approval or the reasonable approval of the applicable project site superintendent.

RPI Rentals will not be responsible for any verbal direction given to RPI Rentals' Vendor(s) by Customer to perform extra work, and Customer shall be solely liable for any costs or damages resulting from such verbal directions. Any extra work requested by Customer shall be accomplished only through the execution of a separate contract.

If Customer, with or without cause, terminates either this contract with RPI Rentals or stops or suspends work, or if Customer fails to pay when due any sum payable under this contract, RPI Rentals may order its Vendor(s) to stop or suspend work hereunder and Customer shall be liable to RPI Rentals for any and all expenses arising from such stoppage or suspension. Customer will immediately pay to RPI Rentals the value of work that RPI Rentals has completed before the work was stopped or suspended.

All work provided under this contract shall be performed in accordance with prudent, first-rate construction industry practices. To the extent it applies, RPI Rentals, throughout the execution of the Services provided under this contract, shall require its Vendor(s) to examine the work of the Customer and any other reasonably necessary contractor or subcontractor at the applicable project site and report, in writing, any known conditions that would adversely affect the work required under this contract.

Customer acknowledges, agrees and consents to be bound by the same terms and conditions within RPI Rentals' agreement with its Vendor(s), including any modifications made to such agreement, whether now existing or hereafter created. Should there be a conflict between the provisions of this contract and the terms and conditions set forth in RPI Rentals' agreement with its Vendor(s), the provision imposing the greater duty and obligation on Customer shall govern in all respects.

IV. MATERIAL PURCHASE-SPECIFIC TERMS

The additional terms in this 'Material Purchase-Specific Terms' section shall apply if, and to the extent, that RPI Rentals' scope of work under this contract includes the lease or rental of equipment by RPI Rentals to Customer.

The additional terms in this 'Material Purchase-Specific Terms' shall apply if, and only to the extent, that RPI Rentals' scope of work under this contract includes the purchase by Customer, and sale by RPI Rentals, of any materials, consumables, or equipment (for purposes of this section these are collectively referred to as "Product').

If any Products are mutually agreed in writing to be sold by RPI Rentals and purchased by Customer, RPI Rentals sells and may deliver such Product(s) to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties whatsoever, whether express or implied (other than manufacturer warranties, if any, which RPI Rentals neither adopts nor guarantees) in consideration for Customer's payment to RPI Rentals of the full purchase price of the Product(s);however, RPI Rentals shall retain title to the Product(s) until Customer has paid RPI Rentals in full. Notwithstanding the foregoing, RPI Rentals' delivery of any purchased Product(s) are subject to RPI Rentals' prior approval and may result in additional fees, including but not limited to delivery fee which shall be the responsibility of Customer.

RPI Rentals hereby sells such Product(s) to the Customer, who is identified by his/her signature on the applicable quote and/or contract, the product(s) described on the quote and/or contract are subject to all terms and conditions herein.

The Customer hereby acknowledges that the Product(s) described on the quote and/or contract, which is the subject of this sale, may be used and is being sold on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS" without any recourse against RPI Rentals.

RPI Rentals, as the seller, makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and RPI Rentals does NOT make any implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless RPI Rentals has so provided in writing and the writing is signed by an authorized representative of RPI Rentals.

The Customer further understands that the entire risk as to the quality and performance of the Product(s) purchased is with the Customer and that should the goods prove defective following this purchase, the Customer and not RPI Rentals will assume the entire costs of all necessary servicing or repairs. Furthermore, the Customer agrees to defend, indemnify, and hold RPI Rentals harmless from all claims or liabilities, whether such claims or liabilities concern loss of property (real or personal) or injury to person, at all times following the execution of this contract. The Customer agrees to pay all court costs, reasonable attorney fees, expert witness fees, collection costs, and any other expenses as part of its obligation to defend, indemnify and hold harmless RPI Rentals from all liabilities, claims, losses, and damages which may be asserted against RPI Rentals by any persons, partnerships, corporations or other entities under this contract or concerning the Product(s) sold.

V. CRANE/HOIST EQUIPMENT RENTAL-SPECIFIC TERMS

The additional terms in this 'Crane/Hoist Equipment Rental-Specific Terms' section shall apply if, and to the extent, that RPI Rentals' scope of work under this contract includes the lease or rental of a crane and/or hoist (including applicable accessories) (hereinafter "Crane/Hoist Equipment") by RPI Rentals to Customer.

Operation: Customer shall not subject the Crane/Hoist Equipment to careless or needlessly rough usage and Customer hereby agrees that the Crane/Hoist Equipment shall be operated, inspected, maintained and repaired only by experienced, competent persons under Customer's supervision and control. The Crane/Hoist Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operator manual, OSHA rules and ANSI standards. Customer's operation of the Crane/Hoist Equipment shall not exceed the manufacturer's safety requirements and rated load capacities. The Crane/Hoist Equipment shall not be used when overloaded, while the operator is under the influence of drugs or alcohol in violation of state or federal law, or to carry persons or property for hire. The Crane/Hoist Equipment is a crane, it is to be used as a lift crane ONLY. Demolition, dynamic compaction, pile driving, and clamming work require additional documentation and equipment authorized only by RPI Rentals. Customer is responsible for ensuring that only its employees (or those operators provided by RPI Rentals and deemed employees of Customer under this contract) operate the Crane/Hoist Equipment and only those employees that have been properly trained and that possess all applicable certifications.

Compliance with Laws and Standards: Customer shall comply with and conform to all laws, regulations, ordinances, rules and orders of any governmental entity relating to the possession, use, maintenance and repair of the Crane/Hoist Equipment, including but not limited to, all OSHA laws and regulations. Customer shall also comply with all applicable ANSI Standards. Customer agrees to assume full responsibility for, and to the fullest extent allowed by applicable law, shall indemnify, defend and save RPI Rentals harmless against actual or asserted violations thereof, including all losses, damages, expenses, fines, forfeitures, seizures, confiscations, and penalties arising out of any such laws and regulations.

Title: Unless and until the Crane/Hoist Equipment is purchased by Customer, Customer shall not acquire any ownership interest in any equipment which shall remain solely vested in RPI Rentals (or other rental company should Crane/Hoist Equipment be a re-rental). Customer shall keep the Crane/Hoist Equipment free from any and all liens, encumbrances and claims whatsoever. Upon RPI Rentals' request, Customer shall promptly execute and/or deliver to RPI Rentals all documentation (such as estoppel certificates or a landlord waiver), as RPI Rentals deems necessary or appropriate for the preservation, perfection or enforcement of RPI Rentals' (or other rental company should Crane/Hoist Equipment be a re-rental) interests in the Crane/Hoist Equipment and RPI Rentals' rights under this contract, and if Customer fails to do so, RPI Rentals may execute such documents on Customer's behalf and in Customer's name.

Acceptance: Customer shall thoroughly inspect the Crane/Hoist Equipment immediately upon delivery. The Crane/Hoist Equipment is conclusively deemed accepted unless within 24 hours of delivery the Customer notifies RPI Rentals in writing that the Crane/Hoist Equipment is not serviceable, specifying the reason(s) therefore. Acceptance of the Crane/Hoist Equipment constitutes Customer's acknowledgement that it has inspected the Crane/Hoist Equipment and it is in good, safe, serviceable condition, and fit for the use intended. If the Crane/Hoist Equipment thereafter proves defective or unfit for use, RPI Rentals' sole responsibility and liability is to commence repair of the Crane/Hoist Equipment within five (5) business days from receipt of Customer's written notice that the Crane/Hoist Equipment is not serviceable or is inoperable. At Customer's option, Customer's sole remedy is to return the Crane/Hoist Equipment and terminate its rental of such Crane/Hoist Equipment. If Customer elects to return the Crane/Hoist Equipment and terminate its rental of such Crane/Hoist Equipment, Customer shall pay all rental and other amounts due prior to the termination of the Crane/Hoist Equipment rental, which shall never be less than rent due for the minimum rental period for such Crane/Hoist Equipment, transportation charges, and any outstanding costs of repairs.

Warranties: RPI Rentals warrants only that the Crane/Hoist Equipment will be delivered in good operating condition as determined by RPI Rentals' standard inspection procedures. RPI Rentals' warranty is contingent upon proper use of the Crane/Hoist Equipment by Customer and shall not apply if adjustment, repair or replacement is required because of accident, misuse, improper handling, operation, maintenance, unusual physical stress or weather conditions. The foregoing is the exclusive and entire warranty given in connection with the Crane/Hoist Equipment which Crane/Hoist Equipment is otherwise being leased in "as is" condition. Customer further understands and acknowledges that RPI Rentals is not the manufacturer of the Crane/Hoist Equipment.

Transportation: The Crane/Hoist Equipment will be loaded for transportation at Customer's expense F.O.B. RPI Rentals' yard or other shipping point designated by RPI Rentals. It is agreed that the Customer shall pay RPI Rentals a fixed rate for loading and transporting the Crane/Hoist Equipment. If the Crane/Hoist Equipment is transported on its own wheels, Customer, at its own expense and risk, shall provide a responsible person (at least 21 years of age with a valid driver's license) to accompany the Crane/Hoist Equipment to and from the shipping and receiving point. Crane/Hoist Equipment shall be returned to the destination designated by RPI Rentals.

During delivery, set-up, use and operation of Crane/Hoist Equipment, Customer, either directly or through its agents, servants and employees, shall at all times, assume the roles and fulfill all the responsibilities of the; (a) Assembly/Disassembly director, (b) controlling entity, (c) Lift Director, (d) Lift Planner, (e) Site Supervisor, (f) Site Safety Officer, (g) Crane User and/or Load Handling Equipment User, (i) Crane Operator and or Load Handling Equipment Operator, (j) Signalperson, (k) Rigger, (l) Spotter; and (m) Transport Operator, as those terms are defined in 29CFR1926.1400, *et seq.* OSHA, ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes.

Inspection, Maintenance, Repairs and Record Keeping Requirements: Customer shall effect and bear the expense of all necessary inspections, maintenance, servicing, adjustments and repairs required by RPI Rentals, the Crane/Hoist Equipment operators manual, applicable law, and any other documentation applicable to the Crane/Hoist Equipment (e.g., manufacturers specifications, parts and service manual, etc.). Customer shall maintain the Crane/Hoist Equipment at Customer's expense in good working condition (including making all repairs occasioned by any accident). Customer shall be responsible for performing all Basic Maintenance (as defined herein) and routine inspections of the Crane/Hoist Equipment during the rental period. "Basic Maintenance" includes, but is not limited to, inspecting, maintaining, and/or replacing filters, lubricants, greasing, and Crane/Hoist Equipment cleaning. Customer shall routinely remove any and all concrete splatter from Crane/Hoist Equipment. Customer shall also be responsible for protecting against freezing and for the restoration of parts affected by abnormal exposure. Any routine inspection and Basic Maintenance performed by Customer shall be conducted in accordance with the manufacturer's specifications, recommendations, or any further documentation applicable to the Crane/Hoist Equipment (e.g., operators manual, parts and service manual, etc.). During the rental period, as it pertains to any service or repairs to the Crane/Hoist Equipment that does not classify as Basic Maintenance, the Customer shall have the option to either (1) engage a third-party (such third-party must be adequately licensed, bonded, and insured, and their selection is subject to prior written approval by RPI Rentals) to perform any such Crane/Hoist Equipment inspection, service or repair or (2) have RPI Rentals or its agents perform any such Crane/Hoist Equipment inspection, service or repair. The Customer shall provide written notice to RPI Rentals of its selected option at the time of executing this contract. If the Customer fails to provide proper notice, RPI Rentals shall be entitled to assume that the Customer has elected to have RPI Rentals or its agents perform any such Crane/Hoist Equipment inspection, service or repair. If the Customer elects to proceed with option (2) above, Customer shall be responsible for all labor-related charges as listed in the quote and/or contract. Notwithstanding the foregoing, RPI Rentals shall have no obligation during the rental period to inspect or perform any such service or repairs unless otherwise agreed in writing. While RPI Rentals shall have the right to inspect the Crane/Hoist Equipment at any time during normal business hours, Customer agrees that RPI Rentals has no control over the operation, use, maintenance, servicing, or repair of the Crane/Hoist Equipment when it is in Customer's possession, supervision or control. RPI Rentals or its agents shall have prompt access to the Crane/Hoist Equipment to properly maintain and repair same if Customer fails to do so or upon RPI Rentals' demand, all at Customer's cost. Notwithstanding anything to the contrary, RPI Rentals retains the right to make or direct all repairs occasioned by any accident, all at Customer's expense. All repairs must meet manufacturer specifications and all Crane/Hoist Equipment must be certified by the manufacturer. OSHA regulations pertaining to the Crane/Hoist Equipment require daily,

monthly (or other periodic) and annual inspections, Customer is solely responsible for conducting these inspections and for otherwise ensuring that the Crane/Hoist Equipment meets, and is operated in accordance with, OSHA requirements and ANSI Standards. To the extent applicable, RPI Rentals, to the extent applicable, shall also furnish the following items with the Crane/Hoist Equipment in order to assist Customer with OSHA compliance: crane logbook; operator's manual; fire extinguisher; and, load chart. Customer will be charged a replacement fee equal to two times the cost to replace each missing item not returned with the Crane/Hoist Equipment, plus any associated administrative and processing fees Customer shall keep a written record of all inspections and shall be responsible for maintaining the crane logbook while the Crane/Hoist Equipment is in Customer's possession. Customer shall be solely responsible for any liability imposed by Customer's failure to maintain inspection records, crane logbooks, or fire extinguisher while the Crane/Hoist Equipment is in Customer's possession.

Lifting Lugs, Rigging And Apparatus: Customer hereby assumes all responsibility and liability to ensure the adequacy of design and strength of any lifting lug or device embedded in or attached to any object, and any and all rigging or lifting apparatus (regardless of whether such rigging or lifting apparatus is supplied by RPI Rentals, its agents, or any third-party), and Customer will indemnify and hold RPI Rentals harmless from any and all actions, causes of action, claims, suits, demands, investigations, obligations, judgments, losses, costs, liabilities, damages, fines, penalties and expenses, including attorney's fees arising or resulting from any failures or defects therefrom.

Conditions: 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 Crane/Hoist Equipment for operation of the Crane/Hoist Equipment. "Ground conditions" means the ability of the ground to support the Crane/Hoist Equipment (including slope, compaction, and firmness). "Supporting materials" means blocking, mats, cribbing, or similar supporting materials or devices. The Crane/Hoist 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 Crane/Hoist Equipment manufacturer's specifications for adequate support and degree of level of the Crane/Hoist Equipment are met. 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 Crane/Hoist 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 coordination 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 Crane/Hoist Equipment while in operation or otherwise.

Customer assumes all responsibility to protect the Crane/Hoist Equipment and persons in or around the Crane/Hoist Equipment from the danger of power lines. Customer shall not expose the Crane/Hoist Equipment or any persons in or around such Crane/Hoist 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 Crane/Hoist 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 Crane/Hoist 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 Crane/Hoist Equipment and will be required to use safety measures or other equipment designed to prevent electrocution.

Assembly and Disassembly: The parties agree that any and all Crane/Hoist Equipment mobilization and/or demobilization costs including but not limited to, assembly, erection, reconfiguration, disassembly or other movement of the Crane/Hoist Equipment, were quoted by RPI Rentals based on "Standard Activity" (as defined herein). Standard Activity means mobilization and demobilization during the following minimum weather conditions, and otherwise absent a force majeure, (i) ambient temperature in excess of twenty (20) degrees Fahrenheit; (ii) sustained winds (including gusts) less than twenty (20) miles per hour; (iii) no precipitation In the form of snow or ice; or (iv) minor precipitation in the form of rain (less than one-half inch (1/2") per twenty-four (24) hour period. Rates for Standard Activity apply eight (8) hours per day Monday through Friday (excluding holidays). Rates for mobilization and/or demobilization which do not fall within Standard Activity (the "Non-Standard Rates") shall be provided to Customer prior to any such costs being incurred and the parties hereto shall cooperate in good faith to schedule such mobilization and/or demobilization on a cost-efficient basis.

Any changes to the condition of the site from the time of the proposal to the time when RPI Rentals starts the assembly and/or disassembly shall be the responsibility of Customer. Customer shall immediately notify RPI Rentals in writing of any changes not previously disclosed that pertain to the assembly and/or disassembly of Crane/Hoist Equipment, set-up of Crane/Hoist Equipment, or relevant site conditions. Customer shall be responsible for and shall reimburse RPI Rentals within thirty (30) days for any increase in costs and expenses incurred by RPI Rentals in connection with any changes to the condition of the site from the time of the proposal to the time when RPI Rentals starts the assembly and/or disassembly. Customer hereby warrants and represents 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.

Without limiting the foregoing, as it pertains to the assembly/installation, erection, reconfiguration, disassembly or other movement of the Crane/Hoist Equipment, the Customer shall have the option to either (1) engage a third-party (such third-party must be adequately licensed, bonded, and insured, and their selection is subject to prior written approval by RPI Rentals) to perform such services or (2) have RPI Rentals or its agents perform such services. The Customer shall provide written notice to RPI Rentals of its selected option at the time of executing this contract. If the Customer fails to provide proper notice, RPI Rentals shall be entitled to assume that the Customer has elected to have RPI Rentals or its agents perform such services. If the Customer elects to proceed with option (2) above, Customer shall be responsible for all labor-related charges as listed in the quote and/or contract. Notwithstanding the foregoing, in the event that the applicable Crane/Hoist Equipment is a re-rental, the Customer's selection of either option (1) or (2) herein shall be subject to all terms and conditions set forth in RPI Rentals' rental agreement with such other rental company.

Additional Information/Material Provided: Should RPI Rentals provide any additional information or materials (e.g., a suggested or example lift plan, etc.) to Customer, Customer agrees that such additional information or materials provided by RPI Rentals are supplied for informational purposes only and do not constitute professional engineering advice or services, and the Customer is ultimately responsible to review and approve any such additional information or materials for use. RPI Rentals is not responsible for any information or material used in the preparation of Customer's lift plan. Customer is solely responsible for the gathering of all information and material used in its lift plan.

Operation: It is expressly agreed by and between the parties hereto that the Crane/Hoist Equipment and all persons operating the Crane/Hoist Equipment are under the exclusive jurisdiction, supervision, and control of Customer under this contract. 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 Crane/Hoist Equipment. Customer specifically agrees and acknowledges that RPI Rentals has absolutely no control over, and assumes no liability for, any person operating or assisting in operating, using, maintaining, or assembling/disassembling the Crane/Hoist Equipment. Customer agrees to at all times provide, at Customer's sole cost and expense, any operating personnel that may be required to operate the Crane/Hoist Equipment and competent and experienced supervision, including personnel who are properly licensed, certified, and trained in accordance with all applicable laws, regulations, and industry standards to direct use of the Crane/Hoist Equipment and the activities of furnished operating personnel.

Crane Operator / Employee: If RPI Rentals provides Customer with a crane operator, that crane operator shall (i) be under the Customer's sole and exclusive direction, supervision, and control; (ii) be deemed an agent and employee of Customer; and (iii) be deemed a borrowed servant of Customer. Customer shall be responsible for payment of the crane 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 RPI Rentals. Customer shall ensure that crane operators provided by RPI Rentals under this contract are covered under Customer's workers' compensation insurance policy.