

TERMS and CONDITIONS

Between Generator Solutions LLC, a North Carolina LLC, DBA Rental Solutions herein also referred to as Lessor and the Company / Individual referred to on the reverse side of this contract, herein referred to as the Lessee. These Terms and Conditions cover the Rental of Equipment

1. The Lessor/Seller hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, any products or services, subject to the terms and conditions set forth herein. The words "products" and "equipment", as well as "lease" and "rental", are used synonymously.

2. All Lessee are COD with payment due immediately upon transaction, unless otherwise approved for credit, in writing, in advance of rental, or other transaction, and Lessee authorizes Lessor to charge any credit or debit cards which Lessee is an agent for or pledged as security on Lessee behalf, for ANY deposits, deliveries, rentals, repairs, fuel, Equipment Protection Plan "EPP", cancellation, attempted delivery or pickup, waiting time, lost or damaged equipment or related costs incurred and to use same credit cards to pay any account balances, in full or in part, which has any invoice past the agreed payment terms for past, current or future transactions;

3. Lessee may be charged for setup and/or attempted delivery fee if unit canceled prior to dispatch, in route, or at the time of arrival on site.

4. The daily, weekly and monthly rate quoted, unless otherwise noted, will be based on maximum usage of eight (8) hours per day; forty (40) hours per week; or one hundred sixty (160) hours per month; all use in excess thereof, and all transportation, fuel, theft, EPP, damage charges and related charges shall be paid by lessee in addition to the aforementioned rental. Monthly rentals are calculated as 4 weeks or 28 days;

5. The lease period shall begin on the date the products are in possession of the lessee, unless otherwise specified by Lessor, and shall continue until products are returned to the possession of the Lessor. All units must be called off rent by Lessee when finished and Lessee must obtain a valid return pick-up number from the Lessor (it is the responsibility of the Lessee to obtain this number). LESSOR DOES NOT "AUTOMATICALLY" SCHEDULE ANY PICKUPS;

6. Lessee shall furnish, at Lessee's own expense, all fuel, lubricants, etc., and shall employ competent and experienced operators and maintenance people to protect, operate, maintain, load and unload said products, under all conditions, and shall be responsible for any and all loss or damage thereto occasioned thereby. LESSOR ONLY LOADS OR UNLOADS ON LESSOR OWN DELIVERY VEHICLES. If Lessor, or its agents, assist Lessee in loading or unloading any equipment, Lessee agrees to assume the risk of, and hold Lessor and its agents harmless for any property damage including damage to Lessor's equipment, or personal injuries, including damage attributable to the negligence or recklessness of the Lessor or its agents;

7. All equipment delivered by Lessor is delivered "curbside", at time of pickup, all equipment MUST be in one place, outside ready to load, by Lessee, with NO EXCEPTIONS. If the situation arises where Lessor's agents are asked or required to move said equipment, for whatever reason, by instruction of Lessee or not, and even if by prior agreement, Lessee agrees to assume the risk of, and hold Lessor and its agents harmless for any property damage, including damage to Lessor's equipment, or personal injuries, including damage attributable to the negligence or recklessness of the Lessor or its agents. Lessee will be charged waiting time if Lessee is not available or ready to immediately facilitate delivery or pickup;

8. It is common practice in Lessor's industry that equipment is delivered or picked up to locations where there is no agent of Lessee available for signature. Lessee agrees on this contract and for all future business with Lessor that it is suitable to leave equipment in a place deemed acceptable by Lessor and to put key, if any, in a hidden place on the equipment. Lessee assumes all risk of loss for the equipment once it is delivered until it is safely returned to Lessor. This clause specifically supersedes this contract and shall exist for all future agreements between Lessor and Lessee;

9. It is expressly understood and agreed that this agreement constitutes a contract of equipment leasing and that unless otherwise provided, title to all product covered hereby remains with Lessor, and that the Lessee has acquired no right, title, or interest in said product, except the right to use the same under the terms and conditions hereof. Lessee agrees to pay the rental due, and to grow due hereunder: Daily, if on a daily

basis; weekly if on a weekly basis; and/ or monthly if on monthly basis, upon the terms of the Lessor's invoice and to pay any other sums due or to grow due hereunder, immediately upon receipt of Lessor's invoice or within the specified terms covering the same;

10. Lessee agrees to maintain the product at Lessee's own expense, except for normal wear and tear, and in the case of a failure agrees not to operate or permit said product to be operated by another until Lessee has been notified in writing, by Lessor, it is ok to continue to operate. "Normal wear and tear," meaning normal deterioration resulting from the proper and intended use of the equipment, in accordance with the terms of this contract, will be covered under the EPP and will not be considered damage. Lessee is solely responsible for all other damage which includes, without limitation, theft, disappearance, damage due to overloading or exceeding rated capacities, nonstandard use, overturning, tire damage, glass damage, and transportation or operation without required or recommended coolants, lubricants, fluids, air pressure levels, supports and/or safety equipment, improper use, misuse, abuse, neglect, accidents and intentional damage. Lessor shall not be liable for unauthorized repairs or parts for said products;

11. The Lessor shall not be liable for delays caused by weather, acts of God, strikes, breakdowns, or conditions beyond its control;

12. The Lessor shall be permitted to remove its product at any time in the event the Lessee shall fail or refuse to comply with any terms or conditions of this contract and Lessor and his agents shall not be liable for any claims for damage or trespass arising out of the removal of said product;

13. The product will be examined by Lessee and found to be in first class condition at time of acceptance, unless otherwise noted by the Lessor, and the Lessee agrees to return said product to the Lessor in like condition. All rental returns are subject to a full shop inspection by Lessor, for damages or missing items, which may be carried out post return and after Lessee or Lessee's agent has already signed a return ticket, if one was signed;

14. Lessee acknowledges that the EPP is a maintenance policy and not an insurance policy for theft or missing equipment. Lessee is required to always carry adequate insurance coverage at their own expense for the product leased and to provide Lessor a current and valid Certificate of Insurance naming the Lessor as loss payee. Lack of such policy on file with Lessor is not an indication of a different agreement;

15. Lessee agrees to safely use the equipment in accordance with all laws and regulations and assumes all liability and indemnifies and holds the Lessor harmless as to ALL court costs, attorney costs, fines, penalties, tickets, tolls, personal injury, negligence, loss, property damage, accident, product liability claims or any other claims in relation to items leased, sold, repaired or handled by the Lessor. If Lessor incurs or pays any money due to any claims listed above, Lessee will immediately reimburse Lessor for any such costs incurred;

16. Lessee will be invoiced and required to immediately pay for the loss of product leased or purchased on credit or COD, whether through theft, negligence, misuse or any other means, the item(s) shall be invoiced at the current list/retail cost so designated by the Lessor upon report of the loss;

17. Any legal action arising shall have venue placed into the State of North Carolina, County of Franklin;

18. The person completed and accepted the order form, representing the Lessee, shall personally stand as guarantor of payment in the event of default or bankruptcy on any credit extended by the Lessor for any and all monies due and owing;

19. If the Lessee defaults or claims bankruptcy, the unpaid balance will be turned over for collection, at which time the person completed and accepted the order form will then also stand as guarantor of payment on all monies due, and for accrued interest at the rate of 3% per month on the unpaid balance, attorney/collection fees of 30% on the unpaid balance, \$75 bounced check fee, and any additional collections costs or fees;

20. All terms and conditions of this contract are contained herein and no warranty or guarantee not herein specifically contained in writing concerning said product shall be binding upon Lessor, unless in writing, signed by an officer of Generator Solutions, LLC DBA Rental Solutions;

21. Lessee understands these are Lessor's standard terms and agrees that these terms, unless changed by Lessor, may be used for all future business with Lessee.