

## TERMS AND CONDITIONS

1. The equipment shall at all times be and remain the sole and exclusive property of ShorQuip Supply, Inc. ("ShorQuip"), and Renter shall have only the right to use it under the provisions of this contract. Renter shall keep it free of all liens and encumbrances, and shall not sublet, rent or otherwise dispose of it, nor permit it to come into the possession of others, nor be transferred to another site, without ShorQuip's written consent.
2. Rental shall begin on the date specified on the front hereof and continue until returned to ShorQuip in good condition and repair. All rents are payable in advance and are considered past due thirty (30) days from the date the equipment is delivered to, or picked up by, Renter. ShorQuip has the right to recapture the equipment without notice wherever the same may be located, without any court order or other process of law if Renter allows the account to go past due, and such failure continues for thirty (30) days. ShorQuip shall thereafter have the right to immediately terminate this contract and receive immediate payment of the total balance outstanding. Interest at two percent (2%) per month or the highest legal rate, whichever is less, will be due as additional rent on all past due charges. Renter agrees to pay all costs of recapturing the equipment and/or costs of collecting outstanding charges including, without limitation, attorney's fees and costs.
3. Renter accepts and hires the equipment on an "as is" basis. Renter has inspected the equipment prior to acceptance, acknowledges that the equipment is in good condition and repair, and fully understands its operation and use. Renter agrees to return the equipment to ShorQuip upon expiration of the rental period in as good condition as when received by Renter, ordinary wear and tear from proper and careful use excepted.
4. Renter hereby assumes and shall bear the entire risk of loss or damage to the equipment from any and every cause whatsoever until the equipment is returned to ShorQuip. No loss or damage to the equipment will impair any obligation of the Renter under this contract which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of equipment, Renter shall, at the option of ShorQuip, either (a) place the same in good condition and repair, or (b) pay ShorQuip its cost to place the same in good condition and repair, or (c) pay ShorQuip the replacement cost of such equipment.
5. Renter is required to carry Commercial General Liability Insurance, on an occurrence basis, for the limits not less than \$1,000,000 per Occurrence. ShorQuip shall be named as an additional insured on such Commercial General Liability policy using form CG 2034 0704 (Additional Insured Lessor of Leased Equipment) or its equivalent. Renter is required to insure all equipment for the full replacement cost of such equipment. A waiver of subrogation in favor of ShorQuip must be included in all policies of insurance carried by the Renter, including its workers compensation policy. Certificates of insurance are to be sent to 1302 Conshohocken Road, Conshohocken, PA 19428. Failure to send such certificates of insurance does not relieve the Renter of any obligations assumed under this agreement.
6. **SHORQUIP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SHORQUIP SHALL NOT BE LIABLE TO RENTER OR ANY OTHER PARTY FOR ANY CLAIM OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE FURNISHING OF SERVICES OR EQUIPMENT PURSUANT TO THIS CONTRACT OR FROM INTERRUPTION OR LOSS OF USE THEREOF, OR FROM ANY OTHER CAUSE. UNDER NO CIRCUMSTANCES SHALL SHORQUIP BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, NOR SHALL IT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH THE SERVICES OR EQUIPMENT FURNISHED HEREUNDER.**
7. Renter hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the Renter or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with Renter's rental of the equipment hereunder. To the fullest extent permitted by law, Renter agrees to indemnify, hold harmless and defend ShorQuip, its officers, directors, employees and stockholders ("Indemnified Parties") from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including Renter's employees), or damage to property of whatsoever kind or nature arising out of or in any way connected with the rental of the equipment hereunder including, without limitation, the handling, possession or use thereof, whether or not such loss, damage or expense are based upon the Indemnified Parties' active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Indemnified Parties, even for and if caused in whole or in part by any act, omission, negligence or strict liability of the Indemnified Parties. It is expressly understood and agreed that the indemnity and defense contained in this paragraph covers claims by Renter's employees and the Renter expressly waives any defense to this indemnification obligation which may arise under the Workers' Compensation Act of any state.
8. The omission by ShorQuip at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Renter at the time designated, shall not be a waiver of any such default or right to which ShorQuip is entitled, nor shall it in any way affect the right of ShorQuip to enforce such provisions thereafter. The remedies of ShorQuip are cumulative, and the entry of judgment by confession or otherwise, and the issuance of execution for the whole unpaid rental or other sums to be paid hereunder by the Renter, or any part hereof, shall in no manner affect any of ShorQuip's rights hereunder. ShorQuip may exercise all remedies simultaneously, or otherwise, pursuant to the terms hereof, and any such action shall not operate to release the Renter until the full amount of the rental hereunder and all other sums to be paid hereunder have been paid.
9. At ShorQuip's sole option, and without any obligation on its part, ShorQuip shall at all times have the right of free access to the equipment for the purpose of inspecting it, and observing or determining the nature and extent of its use.
10. **RENTER AGREES THAT IF THE RENT OR ANY CHARGES RESERVED IN THIS CONTRACT AS RENT, INCLUDING ACCELERATIONS THEREOF PERMISSIBLE HEREIN, SHALL BECOME PAST DUE AND REMAIN UNPAID FIVE (5) DAYS THEREAFTER, THEN SHORQUIP MAY CAUSE JUDGMENT TO BE ENTERED AGAINST RENTER AND FOR THAT PURPOSE RENTER HEREBY AUTHORIZES AND EMPOWERS SHORQUIP OR ANY PROTHONOTARY, CLERK OR COURT, OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST RENTER, AND AGREES THAT SHORQUIP MAY COMMENCE AN ACTION FOR THE RECOVERY FROM RENTER OF ALL RENT HEREUNDER, INCLUDING ALL ACCELERATIONS, OR FOR ALL CHARGES RESERVED HEREUNDER AS RENT, AND FOR INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT, THIS CONTRACT, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT; AND IF A TRUE COPY OF THIS CONTRACT BE FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. NEITHER THE RIGHT TO INSTITUTE SUCH AN ACTION NOR THE AUTHORITY TO CONFESS JUDGMENT HEREIN SHALL BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, BUT SUCCESSIVE COMPLAINTS MAY BE FILED AND SUCCESSIVE JUDGMENTS MAY BE ENTERED FOR THE AFOREMENTIONED DESCRIBED SUMS FIVE (5) DAYS OR MORE AFTER THEY BECOME PAST DUE, AS WELL AS AFTER THE EXPIRATION OF THE TERM AND/OR DURING OR AFTER EXPIRATION OF ANY EXTENSION OR RENEWAL OF THIS CONTRACT. RENTER HEREBY RELEASES TO SHORQUIP AND ALL ATTORNEYS WHO MAY APPEAR FOR SHORQUIP, ALL ERRORS IN ANY PROCEDURE OR ACTION TO ENTER JUDGMENT BY CONFESSION BY VIRTUE OF THE WARRANTS OF ATTORNEY CONTAINED IN THIS CONTRACT, AND ALL LIABILITY THEREFOR, AND AUTHORIZES THE PROTHONOTARY OR ANY CLERK OF ANY COURT OF RECORD TO ISSUE A WRIT OF EXECUTION OR OTHER PROCESS WITH INQUISITION UPON ANY REAL ESTATE AND ALL EXEMPTION LAWS BEING HEREBY WAIVED. THE RIGHT TO ENTER JUDGMENT AGAINST RENTER BY CONFESSION MAY BE EXERCISED BY ASSIGNEE OF SHORQUIP'S RIGHT, TITLE AND INTEREST IN THIS CONTRACT. ALL OF THE REMEDIES GIVEN TO SHORQUIP HEREIN AND ALL RIGHTS AND REMEDIES GIVEN TO IT BY LAW AND EQUITY SHALL BE CUMULATIVE AND CONCURRENT.**
11. All prior representations and proposals, if any, are suspended by this contract which constitutes the entire and only contract between the parties. Any changes must be in writing and signed by both parties.
12. If any provision hereof conflicts with any statute or rule of law, of any jurisdiction wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it conflicts therewith, but without invalidating the remaining provisions thereof. This contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Renter.
13. Should this contract be for the sale of used equipment, either initially or after a period of rental, such equipment is being sold on an "as is" basis and ShorQuip makes no warranties, express or implied, including, without limitation, the warranties of merchantability or for a particular purpose.
14. Should this contract be for the sale of new equipment, such equipment is being sold subject to the warranties provided with this equipment by the manufacturer, and ShorQuip makes no warranties, express or implied, including, without limitation, the warranties of merchantability or for a particular purpose.