

ADDITIONAL TERMS AND CONDITIONS

OPERATION AND COMPLIANCE WITH SAFETY REGULATIONS: As NCS Equipment has no control of the use of the leased item(s) by the Lessee, the Lessee assumes all responsibility to ensure that all operators are properly trained and use the leased item in compliance with all applicable safety standards and procedures. Any damage or loss to the leased item(s) during the period of time that the leased item is in the Lessee's control will be the responsibility of the Lessee.

LIMITED DAMAGE AND THEFT WAIVER: If the customer has agreed to purchase the Limited Damage and Theft Waiver, and takes all reasonable precautions to safeguard rented items and use them in a safe and responsible manner, NCS Equipment agrees to share the cost of direct physical loss or damage to the rented items as defined and limited below.

A. All but fifty percent (50%) of the replacement cost of items stolen while on rental, EXCEPT:

- (1) Accessories, such as air hoses, blades, electric cables and cords, fuel tanks, hand tools, tool steel, and tires are not covered under any circumstances.
- (2) Loss from any type of mysterious disappearance or shortage discovered on inventory is not covered.
- (3) Loss is not covered unless rented items were kept locked and guarded.
Customer agrees to pay fifty percent (50%) of the replacement cost immediately upon discovery of loss and agrees that this payment does NOT convey title to Customer. If any such items are recovered at a later date, NCS Equipment may, as its sole option, offer the rented items for sale to Customer at current market value less the amount already paid for its loss or refund to the Customer the amount already paid and retake possession and use of the rented items.

B. Damage to rented items that are used and stored in a safe and responsible manner, EXCEPT LOSS OR DAMAGE IS NOT COVERED UNDER THE FOLLOWING CIRCUMSTANCES.

- (1) Loss, damage or failure of tires and tubes under any circumstances.
- (2) If rented items are overloaded, operated above rated capacity, rolled over, or if operating and safety instructions are not followed
- (3) If Customer fails to provide sufficient and proper maintenance and servicing of rented items, including without limitation, lubrication, change of filters when required, and maintenance of adequate air, oil, water or fuel filters or levels.
- (4) If damage results from improper or unsafe operation or care, whether caused by negligence, lack of training, incompetence, or infidelity of the Customer's employee or other person to whom rented item are entrusted.

INSURANCE: If a valid certificate of insurance is provided to the Lessor prior to rental, whereby NCS Equipment is named as additional insured on an insurance policy, covering the value of the equipment for risk of loss by damage, death or otherwise, of the subject equipment and said insurance being the primary coverage as against any other insurance which may be provided by the Lessor would relieve the Lessee from paying the damage waiver of 12% of rental. Valid insurance for the leased items means that if there is a loss or damage to the leased item, that the Lessee's insurance holder will be responsible for the repair or loss.

MAINTENANCE: Tire and equipment repair and general maintenance are the responsibility of the Lessee. Service calls that NCS Equipment makes to the job sites to repair rented items, general maintenance, enable safety alarms deliver duplicate keys and any other type of service are the responsibility of the customer and will be billed to the Lessee. Lessee agrees that in the event that the leased items become unsafe or in a state of disrepair, Lessee will immediately return or notify the Lessor. Upon receiving the leased item, if its condition is not the fault of the Lessee, Lessor agrees to replace the leased item with a like lease item that is in good working condition if it is available.

USAGE RATES OF EQUIPMENT: Rental rates for normal and reasonable use are 8 hours per day, 40 hours per week and 160 hours per 4 weeks. Hours used over the normal rate will be charged an overtime rate per hour prorated on the day rate.

TERMS OF PAYMENT: Invoices to approved customers are due and payable Net 30 days from invoice date. Invoice not paid within terms are subject to a service charge of 1.5% per month or the maximum permitted by law. Lessee agrees to pay all collection charges including a reasonable attorney's fee, if the rental is not paid when due. If the rental exceeds 4 weeks, Lessor agrees to pay monthly (4 weeks) invoices within the Net 30 day terms for the contract to continue in full force.

DAMAGED RENTAL ITEMS: Lessor shall not be liable in any event to Lessee for any loss, delay or damage of any kind of character resulting from defects in or inefficiency of the leased property or accidental breakage thereof. Lessee agrees to indemnify and save harmless the Lessor against all loss, damage expense and penalty arising for any action on any injury to person or property of any character caused by the operation handling or transportation of the leased property during the rental period or while the property is in the possession or control of Lessee.

TERMINATION: Upon termination of this agreement, Lessee will promptly return the leased property, all its attachments and parts belonging to the Lessor at the Lessor's place of business, in the same condition in which the leased item(s) was received, ordinary wear and tear is expected. Lessee agrees to pay for any damage or loss of such property while in the possession or control of Lessee hereunder. Lessee is responsible to clean, repair and refuel leased item(s) before returning or will be charged for those services and purchases. Leased item(s) will not be taken off the clock until rented item(s) is either returned to NCS Equipment location where item(s) was leased, or the location has been called for pickup of leased item(s). The Lessee should have the hour meter reading available when making this phone call.

STOLEN LEASED ITEMS: Lessor at the Lessor's sole discretion may report leased item(s) stolen if held five days past "Due In" date. Lessor may revert all charges to the daily rate, if payment is not promptly paid. In the event that the Lessor must report to litigation to recover for damages caused to or loss of leased items, Lessee also agrees to pay Lessor's reasonable attorney fees and court costs. Lessee is to report stolen leased items immediately to the Lessor and the proper authorities.