Rental Invoice Terms and Conditions

1. Agreement: Acceptance. The Rental Invoice (including these Rental Invoice Terms and Conditions) and the terms and conditions of the Master Services Agreement (if any) between Argus Group Holding, LLC d/b/a Premier Safety (“Premier”) and the Customer (collectively the Rental Invoice, Rental Invoice Terms and Conditions, and the Master Services Agreement (if any) are referred to herein as the “Agreement”) are the only terms and conditions pursuant to which Premier rents any equipment (the “Equipment”) to the Customer; and the terms and conditions of the Agreement are incorporated in all rental agreements entered into by Premier. All orders are subject to the approval of Premier. If the Customer has not otherwise agreed to the terms and conditions of the Agreement, then the Customer’s acceptance of the terms and conditions of the Agreement shall take place at the earlier of (i) the Customer’s possession of the Equipment at the Premier facility where the Equipment is rented; (ii) the delivery of the Equipment to the address specified by the Customer, or (iii) payment (including rental payments) to Premier for the Equipment.

2. Ownership and Use/Financing Statement. Premier agrees to rent the Equipment to the Customer named on the Rental Invoice, and only under the terms and conditions of the Agreement. The Customer agrees that Premier retains title to the Equipment during the term and at the rate specified in the Agreement. The Customer agrees that the Equipment is the Customer’s sole property and that Premier holds the Equipment as bailee. The Customer agrees to return the Equipment in good working condition to Premier. The Customer’s sole liability is to replace or repair the Equipment in a timely manner.

3. Training. Because of the projects on which the Equipment may be used are often highly hazardous, Premier requires that any person using the Equipment has received complete instructions from the Customer on its proper use and limitations. By accepting the Equipment, the Customer warrants that everyone the Customer allows to use the Equipment will have been fully trained in the use and limitations of the Equipment. The Customer agrees to assume all responsibility for any failure to pay, or any failure to purchase, its, or any third party’s, insurance required by the Agreement. Premier reserves the right to grant rental or use to any person to purchase or to refuse to rent the Equipment to any person.

4. Rental Period. The Equipment is rented on a daily, weekly, or four (4) week basis, whichever calculation results in the lowest price to the Customer. The minimum billable rental period is one (1) day.

5. Rent. The Customer shall pay Premier for the use of the Equipment and at the rate set forth in the Agreement. The Customer shall pay all taxes and governmental charges (including, without limitation, duties, import fees and export fees), in addition to interest and penalties on such charges, which may be levied and/or assessed on this rental transaction, the Equipment, or its use.

6. Late Charge. If any rental payment is not received when due, the Customer agrees to pay an additional late charge of one and a half percent (1.5%) of the amount of the overdue payment per month, or the maximum amount permitted by whichever is greater. In addition to charging late charges, Premier has the right to terminate the Agreement, take immediate possession of the Equipment, and recover from the Customer all amounts due including, but not limited to, the costs of recovering the Equipment and Premier’s costs of collection (including, without limitation, reasonable and actual attorney fees).

7. Recalibration and Maintenance Fees. The Customer shall pay costs for maintenance and restoration of the Equipment if, during its use or after its return, the Equipment requires work beyond normal wear and tear. Premier will be the sole judge of what is considered normal wear and tear. Additional charges may include decontamination, repair, the replacement of missing parts and manuals, etc. The Customer shall be responsible for all costs associated with recallibration of the Equipment upon return to Premier.

8. Security Deposit. Premier may require a security deposit in addition to rental payments. Upon return of the Equipment, the balance of the security deposit will be returned after deducting any amounts owed for cleaning, recalibration, decontamination, maintenance, replacement parts or manuals, or transportation.

9. Taxes/Duties/Import/Export Fees. The Customer will pay all taxes and governmental charges (including, without limitation, duties, import fees and export fees), in addition to interest and penalties on such charges, which may be levied and/or assessed on this rental transaction, the Equipment, or its use.

10. Operation. Premier supplies a copy of the manufacturer’s manual(s) with all Equipment. The Customer agrees to comply with all operating and maintenance instructions and recommendations provided by such manual(s), and further agrees to comply with any additional instructions specified by Premier. In the event that one (1) or more manuals are not furnished at time of rental, Premier agrees to request copies of such manuals from Premier or obtain them from the Premier website. The Customer will compliy at its own expense with all applicable laws governing the operation and use of the Equipment, including, without limitation, any applicable motor vehicle laws.

11. Insurance. The Customer agrees to protect Premier against any and all loss or damage to the Equipment, and/or to Premier resulting from Customer’s use of the Equipment during the term of the Agreement. Prior to use of the Equipment, and during the entire rental period, including any period of time the Equipment is in transit between Customer and Premier, the Customer agrees to maintain the following insurance coverages: (i) commercial general and auto liability insurance with a limit of at least $1,000,000 per occurrence, including coverage for premises liability, products and completed operations liability, and contractual liability; (ii) statutory worker’s compensation insurance; and (iii) property coverage sufficient to cover any theft or loss of, or damage to the Equipment. All such coverages shall be primary and secondary to the policies of the Customer. Upon the request of Premier, at time of rental, the Customer shall provide Premier with a certificate of insurance evidencing the coverages required herein and naming Premier as an additional insured or loss payee, as required by the applicable insurance policy(ies) of Customer. The Customer shall continue to pay the rental fees until the Equipment has been repaired or the replacement cost has been paid for any terms, or non-expendable materials that are damaged, destroyed, stolen, or returned in an improper condition, without damage to the Equipment.

12. Delivery, Maintenance and Return. Unless Premier agrees to a different address, the F.O.B. point for freight charges (using prepaid ground freight) is the Premier address on the Rental Invoice. Unless a different location is designated by Premier, all Equipment shall be returned to the location from which it was rented. The Customer shall not make upgrades, install engineering changes, or perform maintenance, adjustments, or repairs without the prior express written consent of Premier. Failure to make a rental payment or other owed payment when due; (v) The Customer becomes insolvent or makes an assignment for the benefit of creditors or files a Petition in Bankruptcy or if a receiver is appointed for the Customer's business; and/or (vi) The Customer fails to comply with any terms or conditions of the Agreement.

13. Default. Each of the following shall be deemed an event of default, upon the occurrence of which Premier may declare all rental amounts immediately due and payable: (i) The Customer fails to use and operate the Equipment in a prudent, safe and proper manner to avoid abuse and avoidable wear and tear; (ii) The Customer refuses to pay for any damage to the Equipment, (other than ordinary wear and tear) resulting from proper use and operation; (iii) The Customer fails to make a rental payment or other owed payment when due; (iv) The Customer becomes insolvent or makes an assignment for the benefit of creditors or files a Petition in Bankruptcy or if a receiver is appointed for the Customer's business; and/or (v) The Customer fails to comply with any terms or conditions of the Agreement.

14. Event of Default. In the event that one (1) or more of the following events occurs: (1) Declare all rentals to be immediately due and payable; (2) Terminate the Agreement and the Customer's possession of the Equipment in accordance with all established procedures. Any such termination shall not alter the Customer's responsibilities under the Agreement; (3) Enter any premises believed to be the location of the Equipment and repossesses the Equipment; (4) Sue for all rental amounts and other payments due and all costs and expenses incidental to such outstanding payment obligations and repossession; (5) Pursue any other remedy permitted by law. The Customer agrees to pay for all collection costs incurred by Premier, including, without limitation, actual and reasonable attorney fees.

15. Assignment. The Customer may assign, delegate, convey and transfer all or any part of the Customer's rights and obligations under this Agreement to a successor in interest or assigns, but not sublet; Premier may assign, delegate, convey and transfer all or any part of Premier's rights and obligations under this Agreement to a successor in interest or assigns, but Premier may not delegate, assign, convey or transfer this Agreement to an assignee or entity where the assignee or entity is not responsible for Premier’s obligations under this Agreement. Premier agrees not to assign the Agreement to an assignee or entity where the assignee or entity is not responsible for Premier’s obligations under this Agreement. The Customer hereby agrees to indemnify, hold harmless and defend Premier and its parents, subsidiaries, equity holders, directors, managers, officers, employees, and agents from and against any and all liability of whatsoever kind or nature to the greatest extent allowed by law.

16. Disclaimers of Warranties. Premier MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE EQUIPMENT RENTED HEREIN, AND THE CUSTOMER HEREBY EXPRESSLY WAIVES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO (i) THE DESIGN, QUALITY, EFFICIENCY, PERFORMANCE, APPROACH, SAFETY OR OTHER DESIRABLE QUALITY OF THE EQUIPMENT; OR (ii) ANY OTHER WARRANTIES EXPRESSED, IMPLIED, AND STATUTORY, OR AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT OR ANY PART THEREOF. THE CUSTOMER CONFIRMS THAT IT HAS SELECTED THE EQUIPMENT AND EACH PART THEREOF ON THE BASIS OF ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY PREMIER OR ANY EMPLOYEE, CONTRACTOR OR AGENT OF PREMIER. THE CUSTOMER ACKNOWLEDGES THAT PREMIER IS NOT A MANUFACTURER, VENDOR OR CONSULTANT OF ANY PART OF THE EQUIPMENT, AND THAT PREMIER MAKES NO WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, AS TO THE EQUIPMENT AND EACH PART THEREOF ON AN "AS IS," "WHERE IS" BASIS.

17. Indemnification. The Customer hereby agrees to indemnify, hold harmless and defend Premier and its parents, subsidiaries, equity holders, directors, managers, officers, employees, and agents from and against any and all claims, actions and damages, including attorney's fees, arising out of the Equipment and its use, rental possession, operation, condition, purchase, maintenance and return, including without limitation, any such claims in tort, whether based on negligence, strict liability or any other theory of liability, which obligations shall survive termination of this Agreement. Notwithstanding anything herein to the contrary, in the event that it is determined by a court of final jurisdiction that Premier is responsible for any such type of claim referred to herein, it is understood and agreed that, to the greatest extent allowable by law, Premier’s maximum liability under the Agreement whatsoever shall be limited to the amount of fees paid by the Customer to Premier during the previous twelve (12) months of the Agreement. Premier shall not be liable for any incidental, special, consequential, or punitive damages.

18. Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of Michigan, notwithstanding choice of law rules of the State of Michigan or any other jurisdiction. The parties hereby agree that the exclusive venue in any and all actions related to the Agreement or the subject matter thereof shall be in the state or federal courts located in Detroit, Michigan. The parties irrevocably submit to such jurisdiction and agree that any legal action or proceeding arising out of or relating to this Agreement or the subject matter thereof shall be brought in the State of Michigan in the manner permitted by the Michigan rules of procedure, and the parties agree that anysuch legal action or proceeding shall be heard and determined in such manner, and that such judgment or decision may be enforced in the State of Michigan by judgment of any court of competent jurisdiction in any other jurisdiction.

19. Entire Agreement. The terms of the Agreement constitute the entire agreement between Premier and the Customer with respect to the Equipment and shall not be amended except in a writing signed by both parties. In the event of any conflict or inconsistency between the terms and conditions within a Master Services Agreement (if any) between the parties and these Rental Invoice Terms and Conditions, the terms of the Master Service Agreement shall govern. Under no circumstances shall Premier be bound by the terms and conditions of Customer’s form documents (including, without limitation, Customer’s standard terms and conditions and/or Customer’s purchase order forms) unless the Chief Executive Officer of Premier has expressly agreed in writing to be bound by such terms and conditions.