

## TERMS AND CONDITIONS

1. LIFT POWER INC. leases to CUSTOMER and CUSTOMER uses from LIFT POWER INC. the Equipment described herein, and CUSTOMER agrees to pay the specified damage charges if any during the term hereof.
2. CUSTOMER shall not encumber the Equipment, nor permit the Equipment to be removed to a location other than the address shown herein, nor permit any others to use the Equipment without LIFT POWER INC.'s written consent.
3. CUSTOMER shall be liable for and shall reimburse LIFT POWER INC. for amounts equal to any sales, use, license or registration fees and/or taxes levied or based upon the demonstrated equipment, or the use or the operation thereof.
4. CUSTOMER agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to CUSTOMER's qualified personnel, and to prohibit anyone other than LIFT POWER INC.'s authorized personnel to repair or adjust the Equipment, and to immediately notify LIFT POWER INC. of all accidents, disabilities, failures, or similar issues or problems regarding the Equipment. CUSTOMER further agrees to pay for all damage to the Equipment resulting from improper use or abuse, whether negligent or intentional, of the Equipment upon receipt of invoices therefor from LIFT POWER INC. for LIFT POWER INC.'s costs and expense of repair, and waives any and all defenses, claims, and/or setoffs with regard to such amounts. CUSTOMER shall take care of normal needs of the Equipment, including but not limited to supplying fuel, oil and water, daily checking of general condition of the Equipment, including oil level, cooling system, water and batteries, recharging batteries, and furnishing gas, fuel, and cylinders. LIFT POWER INC. will service and maintain the Equipment in proper working condition as necessary and as requested by CUSTOMER, and CUSTOMER agrees to make the Equipment available for servicing by LIFT POWER INC. at reasonable times during CUSTOMER's business hours. In the event CUSTOMER requires Equipment service at times other than LIFT POWER INC.'s regular business hours, CUSTOMER agrees to pay any and all additional costs resulting from the after-hours servicing. CUSTOMER must check engine oil and coolant level of the Equipment on a daily basis. CUSTOMER must check battery electrolyte levels weekly on electric-powered lifts. CUSTOMER is responsible for the Equipment's tire maintenance, fuel, and missing parts, as well as all damage to the Equipment other than normal wear and tear.
5. CUSTOMER accepts the Equipment "as-is" and CUSTOMER agrees that LIFT POWER INC. shall not be liable to CUSTOMER, nor shall this Contract be discharged or CUSTOMER's duties hereunder excused, for LIFT POWER INC.'s failure to repair the Equipment if disabled or to furnish substitute equipment for any reason whatsoever, and in no event shall LIFT POWER INC. be liable to CUSTOMER for any special or consequential damages of any nature whatsoever or however caused related to or arising out of CUSTOMER'S rental and/or use of the Equipment.
6. CUSTOMER is deemed to have accepted possession of the Equipment upon it reaching CUSTOMER's warehouse and/or business premises and/or the property upon which CUSTOMER will use the Equipment and CUSTOMER agrees not to relocate the Equipment to, or use the Equipment at, a location other than that shown on the reverse side hereof, without prior written consent of LIFT POWER INC.
7. At the expiration of the rental term reflected on the reverse side hereof, or any extended term thereof, or sooner if this Contract is terminated, CUSTOMER agrees to return the Equipment, at LIFT POWER INC.'s expense, to LIFT POWER INC.'s warehouse, and in the same condition and working order as when received by the Customer. CUSTOMER shall inform LIFT POWER INC. promptly when the Equipment is ready to be returned.
8. CUSTOMER assumes all risk and liability for use of the Equipment, and agrees to indemnify, save, and hold LIFT POWER INC. harmless from all claims and liens, and as to all losses of, or damage to, the Equipment, and all losses, damages, claims, penalties, liabilities, and expenses, including attorney's fees, howsoever arising or incurred, related to or arising out of CUSTOMER's rental, operation and/or use of the Equipment or its storage, including any authorized or unauthorized modification of the Equipment and/or CUSTOMER's attachment of any unauthorized device to the Equipment.
9. If CUSTOMER fails to pay any damage or other sum payable hereunder when due, or if CUSTOMER becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if CUSTOMER shall default in any other term of this Contract, LIFT POWER INC. may immediately terminate this Contract by notice in writing to CUSTOMER and repossess the Equipment wherever it may be found, but CUSTOMER shall nevertheless remain liable for all sums then due and unpaid, plus attorney's fees and such expenses as may be expended in the repossession of the Equipment. The remedies provided herein in favor of LIFT POWER INC. shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LIFT POWER INC.'s favor existing at law or in equity. Any notice required to be given hereunder shall be deemed sufficiently given if given to CUSTOMER in writing, whether personally, or sent by mail addressed to CUSTOMER at the address set forth upon the reverse side hereof.
10. CUSTOMER agrees to pay all attorneys' fees, collection costs, court costs, and any other expenses arising out of or related to this Contract, including any fees and costs incurred in retaking the Equipment, in enforcing the terms of this Contract, including any and all attorneys' fees and costs incurred in litigating entitlement to fees and costs, as well as determining or quantifying the amount of recoverable attorneys' fees and costs including, without limitation, attorneys' fees and costs at trial, on appeal, in bankruptcy proceedings or otherwise.
11. LIFT POWER INC. may inspect the Equipment at any time, and CUSTOMER shall not deny or otherwise impede LIFT POWER INC.'s access to the Equipment.
12. CUSTOMER shall not attach to and/or install any accessory or other device on the Equipment or otherwise make any modifications or alterations to the Equipment without the prior written consent of LIFT POWER, INC.
13. CUSTOMER agrees to maintain, at its sole cost and expense, liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and workers' compensation insurance with minimum limits of \$1,000,000.00. All such insurance shall name LIFT POWER INC. as an additional insured and shall contain an endorsement providing that such insurance shall be primary insurance with respect to any and all claims arising from or related to the Equipment, and that any other insurance maintained or provided by LIFT POWER INC. shall be excess insurance. At any time requested by LIFT POWER INC., CUSTOMER shall furnish certificates of insurance confirming these minimum limits of coverage and providing for no less than ten (10) days' notice to LIFT POWER INC. prior to cancellation of such insurance.
14. Interest shall accrue on amounts payable and past due hereunder at an annual rate of 18%, or the maximum allowed by Florida law.
15. Any and all claims related to or arising out of this Contract shall be governed by the laws of the State of Florida, notwithstanding its choice of law principles, and CUSTOMER agrees that any lawsuit brought pursuant to, or arising out of, this Contract shall be brought in the state court located in Duval County, Florida.
16. This Contract contains the entire understanding of the parties and may not be modified except by writing signed by CUSTOMER and LIFT POWER INC. No waiver by LIFT POWER INC. of the violation of any term, covenant or condition hereof by CUSTOMER, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation by CUSTOMER of the same or of any other term, covenant or condition hereof. The acceptance of any payment by LIFT POWER INC. shall not be a waiver of any such violation or any default of this Contract by CUSTOMER.