

## PEAK-RYZEX EQUIPMENT RENTAL TERMS AND CONDITIONS

- 1. Rental Agreement:** The Lessor agrees to rent the Equipment to Lessee, and Lessee agrees to rent the Equipment from Lessor, pursuant to the terms of the Rental Agreement for the Rental Period.
- 2. Billings and payments:** Lessee will be invoiced at the beginning of each Rental Period for the Total Price per Rental Period, and payment is due within thirty (30) days of the date of invoice or as otherwise set forth in Lessor's invoice. If Lessee's payment is not received by Lessor on the due date(s), Lessee will also, to the extent permitted by applicable law, pay to the Lessor an amount equal to one and one half per cent (1.5%) of the amount then due as an interest charge in respect of every calendar month or part thereof during which such amount has been overdue.
- 3. Rental Period:** Lessor will deliver the Equipment to the Lessee for use under this Rental Agreement for the Rental Period. Failure of the Lessee to return the Equipment to the Lessor's premises within the Rental Period, shall result in additional rental charges being accrued and owed by the Lessee to the Lessor until such time as the Equipment is received back by the Lessor at the location from which the Equipment was originally shipped. The basis for such charges will be the Monthly Rental Fee per Unit multiplied by the quantity of Equipment that is late, pro-rated for the number of days the equipment is late.
- 4. Option to Renew:** If Lessee is not in default of the Rental Agreement, upon the expiration of the Rental Period, Lessee may continue to rent the Equipment on mutually agreed terms on a monthly basis.
- 5. Limited Warranty:** Lessor warrants that if the Equipment is not damaged or misused subsequent to its delivery to the Lessee's premises, it will be in working order at the time of its delivery to Lessee. The limited warranties set forth in this Section 4, Limited Warranties, are the only warranties made by Lessor, and Lessor makes no other warranty, express or implied, to Lessee. THE WARRANTIES SET FORTH IN THIS SECTION 5, LIMITED WARRANTIES, ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LESSOR DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. Optional Incidental Damage Coverage:** Lessee has the option to purchase Incidental Damage Coverage. The cost for this coverage is 15% of the monthly rental for the first 30 days of coverage and 2.5% of the monthly rental for each 30 day period thereafter. This coverage removes any financial liability to the Lessee for any incidental damage caused to the Equipment during the Rental Period. Incidental damage includes cosmetic damage and accidental drops but excludes abuse, immersion in liquids, or any damage that renders the Equipment unrepairable. Equipment must have all original Lessor (Peak-Ryzex) warranty stickers in place. Incidental Damage Coverage does not cover loss or theft of Equipment.
- 7. Prior Use and Alteration:** The Equipment may have been altered, refurbished, and/or upgraded by the Lessor using materials from more than one manufacturer. Some or all components comprising the Equipment may have been in prior use.
- 8. Remedies of Lessee:** If, within twenty-four (24) business hours, Lessee notifies Lessor of the appearance of any defect(s) covered by the limited warranty in Section 5, the Lessor will, at its option, repair or replace any Equipment affected by such defect without charge, or refund any prepaid Rental Fees to Lessee for the period of defect for the defective Equipment. Lessee agrees to notify the Lessor immediately by contacting the **Peak-Ryzex Customer Support Department at 1-800-999-2995** to verify defects and serial numbers. Upon verification, the Lessor will determine whether to send a replacement or authorize a credit to Lessee for the defective item of Equipment. If a replacement is sent, Lessee will not be entitled to a credit. If Lessee determines that it is not feasible to send a replacement, the Lessor will issue a credit for the number of days and quantity of items that were determined to be defective by Lessor. The remedies of repair, replacement or refund agreed on in this Section 8, will be the sole remedies of Lessee against Lessor, and the parties agree specifically that LESSOR WILL NOT BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL LIABILITY CONNECTED WITH THIS RENTAL AGREEMENT.
- 9. Default:** The occurrence of any of the following events shall constitute a default under this Rental Agreement: (a) the failure to make a required payment when due; (b) the violation of any other provision or requirement that is not remedied within five (5) days after written notice of same; (c) the insolvency or bankruptcy of Lessee; and/or (d) the subjecting of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency. If Lessee is in default under this Rental Agreement, without notice or demand on Lessee, Lessee make take possession of the Equipment as provided by law, deduct the costs of recovery (including reasonable attorneys' fees and costs), repair and related costs and hold Lessee responsible for any deficiency and terminate all or part of this Agreement. Lessor shall be obligated to re-rent the Equipment or otherwise mitigate the damages from the default only as required by law.
- 10. Indemnity:** Lessee agrees to indemnify and hold Lessor harmless against all claims and costs (including reasonable attorneys' fees and cost of defense) associated with Lessee's rental, use, operation and possession of the Equipment.
- 11. Title:** Lessor shall retain title to the Equipment at all times. Title shall only pass to the Lessee if and when the Lessee notifies the Lessor of its intent to purchase the Equipment, the Lessor has billed the Lessee for the purchase, and such billing has been paid in full.
- 12. Damage, Abuse, Alteration:** Subject to any Optional Incidental Damage Coverage purchased by Lessee, Lessee assumes all risks of loss and damage to the Equipment from any cause and agrees to return the Equipment to Lessor in the condition the Equipment was received by Lessee. If the Equipment is found to have been damaged, abused, or altered upon return to the Lessor's premises the Lessee is liable to reimburse the Lessor for the cost to return the Equipment to its prior condition and operation, or for the replacement value of the Equipment, whichever is deemed the most feasible option by the Lessor.
- 13. Return of Equipment:** To properly return the Equipment by the end of the Rental Period, the Lessee must contact the Lessor and receive a Return Material Authorization number. The Lessee must clearly label this RMA number on the exterior of the packaging of the Equipment being returned, or the return may be refused by the Lessor and the Lessee shall continue to be liable for the rental payments until such time as the Equipment is properly returned to the Lessor. The Lessee will receive additional guidance (i.e.-packaging instructions, return address, etc.) for the return of the Equipment when the Lessee contacts the Lessor, and the RMA is issued.
- 14. Severability:** If any provision of this Rental Agreement is wholly or partially invalid or unenforceable, such invalid or unenforceable provision will be regarded as excluded from this Rental Agreement and the other provisions of the Rental Agreement will not be affected by it.
- 15. Rental of Hardware Only:** Lessor makes no warranty with respect to any uses by Lessee that may require governmental or private licenses, such as certain uses of radio communications devices, software, or firmware that may be in the Equipment. Lessee specifically warrants that it has all the rights required to lawfully authorize Lessor to install and/or copy into the Equipment any component(s) and/or software which Lessee has supplied to Lessor for the purpose of such installation or copying, or which Lessee has requested Lessor to obtain or electronically encode to Lessor's specifications for the purpose of such installation or copying. Lessee shall indemnify Lessor against any claims and expenses (including reasonable attorneys' fees and cost of defense) arising from a breach of this warranty.

**16. Taxes, Duties and Charges:** In addition to the Total Price for Entire Rental under this Agreement, Lessee will pay all applicable taxes, fees, customs duties and additional charges which may be based on the Rental Fee agreed to herein except for taxes upon the income of Lessor.

**17. Force Majeure:** Lessor will not be responsible for any delay in delivery, or failure to deliver, any Equipment if such delay or failure results from causes beyond the control of the Lessor, including but not limited to, acts of God, labor disputes, delay or failure of suppliers or of transportation, or governmental acts.

**18. Labels and Notices:** Lessee shall not remove or obscure any labels or notices on the Equipment, nor otherwise give the impression that Lessor is a licensed dealer of any manufacturer's products or that the Equipment is new.

**19. Waiver:** The failure of either party to enforce a provision of this Rental Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Rental Agreement.

**20. Entire Agreement:** This Rental Agreement constitutes the entire agreement of the parties to it and supersedes all prior proposals, discussions, correspondence, or communication. This Rental Agreement may only be modified by a subsequent agreement in writing signed by both parties.