



### THE DILLON COMPANY – Terms and Conditions of Rental

The rental equipment owned by C.M. Dillon Company, Inc. (Lessor) and the provision of a service or training technician shall be subject to the prices and terms in effect at time of rental and to the following conditions :

1. The sums due as rental, and the fees for the service technician if required shall be set out in the Rental Schedule. Invoices will be sent out at (30) thirty day intervals and at the end of the rental period. Invoices to established wholesale accounts will be due per the normal payment terms for that account.
2. Equipment daily rate will be billed for all weekdays from the day it leaves C.M. Dillon Company, Inc's possession until the day it is returned to C.M. Dillon Company, Inc. regardless of weather conditions, construction delays, or time usage of the equipment. Rent will not accumulate on Saturdays, Sundays, or specified holidays.
3. Loss or damage of a unit while in transit shall be the responsibility of the Lessee except when delivered or picked up by The Dillon Company. Upon receipt of equipment and during use, Lessee will inform Lessor immediately (within 24 hours) of any problems or damages to the equipment.
4. Lessee is responsible for all freight charges involved in transporting the equipment and/or operator to/from job site.
5. Upon request, C.M. Dillon Company, Inc. will furnish such technical advice and on-the-job instructions as it has available in reference to the use of the unit by the Lessee; however, it is understood that C.M. Dillon Company, Inc. assumes no obligation or liability for the technical advice and/or training given.
6. C.M. Dillon Company, Inc. and/or equipment Operator is not acting as a "Subcontractor". The scope of work for C.M. Dillon Company, Inc. and/or equipment Operator is to operate the equipment, and not to oversee, supervise, or perform the preparing, laying or covering of the pipe or the site for the pipe.
7. The Lessee will use the unit in a careful and proper manner and shall maintain the unit in good condition. C.M. Dillon Company, Inc. may make repairs to the unit in the field, the cost and expenses of which may be charged to Lessee should The Dillon Company determine the damage was caused by the negligence of the Lessee. Service calls that are required in the field locations for machines that have been in service for (30) thirty days or more will be the Lessee's expense. By the Lessee's acceptance and the use of the unit, the Lessee hereby assumes all risks of loss and same appearance and condition as when received, ordinary wear and tear excepted.
8. Other than normal maintenance to maintain the unit as mentioned in paragraph #7 above, Lessee agrees not to disassemble, repair, change, modify, or alter the equipment or accessories in any way, without first obtaining written permission from C.M. Dillon Company, Inc. If Lessee is found to be in violation of any part of this provision, Lessee agrees to pay reasonable charges, including parts and labor, to restore the equipment or accessories to their original assembly pattern and condition per the manufacturer's specifications or recommendations.
9. Lessee acknowledges that the unit is of a size, design, capacity and manufacture selected by the Lessee. C.M. Dillon Company, Inc. shall not be liable to Lessee for any liability, loss, damage, caused directly or indirectly by the use of this equipment and/or service. C.M. Dillon Company, Inc. makes no warranties, express or implied, whether of workmanship, than such warranties as may be provided by the manufacturer. The Dillon Company's sole obligation for defective unit shall

be abatement of rental on those days the unit was not operable or the furnishing of a replacement unit, at C.M. Dillon Company, Inc's sole discretion.

10. The Lessee agrees and understands that use of the unit may be hazardous and may involve risk of physical injury. Lessee shall release, hold harmless and indemnify C.M. Dillon Company, Inc. from all liability for any injury to Lessee, resulting from any cause whatsoever, including known or unknown dangers, including but not limited to acts of nature and intentional or unintentional negligent acts of third parties.
11. If the Lessee should fail to perform any of the conditions of the Rental Agreement without first obtaining the written consent of C.M. Dillon Company, Inc, C.M. Dillon Company, Inc. may terminate the Agreement and the Lessee's right to possession of the unit and immediately take possession of the unit with demand on or notice to Lessee. C.M. Dillon Company, Inc. shall have the right of entry to premises and the right of inspection of the unit during regular business hours wherever said unit and accessories are located.
12. Lessee will advise C.M. Dillon Company, Inc. of the type and approximate quantities of fittings and pipe involved, the date the work is to commence and the estimated date of completion.
13. The service technician's daily rate does not cover expenses for food, lodging, telephone calls, additional expenses such as airfare, rental car, tools, parking fees, any additional fees or permits required. These items will be invoiced as a separate charge.
14. Lessee's rights to use of the unit shall not be assigned or subleased without the prior approval of C.M. Dillon Company, Inc. In the event that C.M. Dillon Company, Inc. consents to any such assignment or subletting, lessee shall remain primarily liable for the fulfillment of all obligations of lessee hereunder.
15. The Lessee hereby agrees to hold Lessor harmless and blameless from all loss, cost, damage or expense arising out of Lessee's use or misuse of the unit except as limited and defined above.
16. Unloading/loading of fusion units/accessories. It will be the customer's responsibility to provide the necessary equipment and personnel to accomplish loading/unloading.
17. If Lessee wishes to purchase a particular machine before the return of that machine, 25% of the paid rent of that machine may be applied toward the purchase of that machine. Paid rent does not include taxes, freight, or miscellaneous charges.
18. Minimum one day rental charge applies to all rental items.

The terms and conditions defined herein apply to use locations in the USA only.

#### RENTAL AGREEMENT

I have read the matter on this page and agree to it as part of this order as if it were printed by my signature. The details of the rental comprise the entire agreement affecting this rental. No other agreement of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order

Signature \_\_\_\_\_ Description of Equipment:

Printed Name \_\_\_\_\_ Serial Number :

Date Signed \_\_\_\_\_ Date Rented

12/8/2121