

MASTER TERMS AND CONDITIONS

- 1. MASTER AGREEMENT.** These Master Terms and Conditions (this “Master Agreement”) is between FX Rentals, LLC (“Lessor”) and _____ (“Lessee”) and is effective on _____ (the “Effective Date”). This Master Agreement will govern all Equipment (each, “Equipment”) that Lessee leases from Lessor and need not be signed separately with the respect to each item of Equipment. Lessor has no obligation to enter into further agreements with Lessee. Lessor may agree to lease Equipment to Lessee for a specific price by executing one or more Delivery Ticket & Rental Agreements (each, a “Rental Agreement”). This Master Agreement is incorporated into each Rental Agreement between Lessor and Lessee, but if there is a conflict between this Master Agreement and the Rental Agreement, this Master Agreement shall control the conflict. The Rental Agreement shall be in the format attached hereto or in such other format as Lessor and Lessee may agree to as evidenced by a fully signed Rental Agreement.
- 2. RENTAL PERIOD.** The Rental Period shall cover all time consumed in transporting the Equipment, including the date of delivery to a public carrier for transit to Lessee, and upon return of the Equipment, the date of delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor’s unloading point.
- 3. SHIPMENT.** The Equipment shall be presumed for all purposes to be in good, safe, and serviceable condition and in running order when delivered to the carrier unless Lessee inspects before the Equipment is loaded for transit to Lessee and notifies Lessor in writing of any defects or objections. Lessor has the right to inspect the Equipment at Lessee’s shipping point before re-shipment, and Lessee shall notify Lessor before and re-shipment for Lessor to inspect. Unless otherwise specified in a Rental Agreement, Lessor’s responsibility for shipment ceases upon delivery to the transportation company; Lessee shall make any claims for shortages, delays or damages in shipment directly to the transportation company. Lessee shall make any complaints against Lessor related to shipment within three (3) days after its receipt of the Equipment and any claims shall be governed by the Limited Warranty; otherwise, Lessee will be conclusively deemed a “conforming delivery” as provided in Article 2 of the Uniform Commercial Code.
- 4. RENTAL CHARGES.** Lessee shall pay rental, including all other sums stipulated or invoiced for Equipment, for the entire Rental Period on each item of Equipment named in the Rental Agreement at the rates therein stipulated or invoiced.
- 5. PAYMENT.** The rent and all sums for or related to any and every item of Equipment described in the Rental Agreement and/or invoice shall be the amount therein designated or invoiced and is due and payable as specified in each Rental Agreement or invoice, or in the absence of such specification, in advance on the first day of each month at Lessor’s office: FX Rentals, LLC. Lessee shall pay Lessor interest at twelve percent (12%) per annum or the highest lawful rate, whichever is greater, on any delinquent rental payment and all other sums due Lessor, whether or not invoiced, from the date when such payments were due until paid and on any other sum for breach of the Master Agreement or any Rental Agreement, from the date of breach, and expenses of collection or suit, including attorney’s fees. Time is of the essence for all sums due in this Master Agreement and any Rental Agreement and/or invoice.
- 6. SECURITY DEPOSIT.** Any security deposit Lessee pays to Lessor guarantees Lessee’s full and faithful performance of all terms, conditions and provisions of this Master Agreement and any Rental Agreement. If Lessee is not in Default and performs all terms, conditions, and provisions of the Master Agreement and any Rental Agreement, Lessor will return the security deposit without interest to Lessee within a commercially reasonable time following the termination of this Master Agreement.
- 7. DELIVERY COSTS, FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall promptly pay all transportation and delivery expenses and costs from and to Lessor’s place of business, fees (including license fees), duties, assessments, and sales, use, transfer, value added, property and excise, and other taxes (federal, state, and local) that relate to Lessee’s use or possession of the Equipment.
- 8. RECALL NOTICE AND TERMINATION.** Lessor may recall or exchange with the like-kind equipment any or all Equipment upon five (5) days written notice to Lessee. Lessor reserves the right to terminate the Master Agreement and any Rental Agreement at any time and retains all rights to additional remedies at law notwithstanding such termination.
- 9. MAINTENANCE AND OPERATION.** Lessee acknowledges that Lessee is familiar with each item of Equipment and its proper use, and that Lessee has received, carefully reviewed, and is satisfied with, all available training, instructions, operating and user manuals, warnings and other information (including any and all familiarization and training recommended or required under applicable EPA, OSHA, ANSI, NFPA, IFC, ASME, ASSE, AND IEEE Standards) regarding the proper and safe transportation, use, maintenance, repair and storage of the Equipment provided by each item of Equipment’s original manufacturer (“OEM”) and/or seller. Lessor

acknowledges that each item of Equipment is to be used only for its intended purpose(s) (the purpose(s) for which it was/were designed and manufactured), in a reasonable and safe manner, and shall comply with all laws and regulations relating to ownership, possession, use, and maintenance of the Equipment. Lessee agrees it shall only allow safe, careful, and competent personnel to operate the Equipment. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless, unusual, or needlessly rough usage. Lessee shall not install any accessories or devices on the Equipment without Lessor's advance, written permission; any accessories or devices affixed to the Equipment shall automatically become the property of Lessor (any damages caused to the Equipment by removal of such accessories or devices shall be repaired at Lessee's sole expense). Lessee shall at its own expense maintain the Equipment and its appurtenances in good repair and operating condition, which obligation includes, but is not limited to, Lessee's performance of proper maintenance service, supply of fuel, lubricants, replacement parts, and labor, changes of oil and filters, replacement of ground engaging tools, cutting edges and/or teeth, and other performance of adjustment required on a daily, weekly, or monthly basis as dictated by conditions and in accordance with manufacturer's recommendations. Lessee shall return the Equipment in as good a condition as Lessee originally received it, with the sole exception being ordinary wear and tear resulting from proper use. If the Equipment, when returned to the Lessor, is in need of repair or is in a damaged and worn condition (including damage and wear to tires) that is not attributable to normal wear (in Lessor's sole discretion), Lessee shall pay Lessor the costs of any repairs or replacement and Lessee shall continue rental payments for the amount of time necessary to repair the Equipment and to restore it to a good, safe, and serviceable condition. Lessee agrees that any repairs, parts, and labor furnished by Lessor in connection with any repair or replacement of the Equipment caused by Lessee, shall be charged to and paid by Lessee at Lessor's prices plus any local, county, or state tax, for similar repairs, parts accessories, or labor in force at the time same are supplied.

10. REMOVAL. Lessee shall not move the Equipment from the location specified in the Rental Agreement with Lessor's written consent.

11. REPAIRS. Except for the Limited Warranty, Lessee shall pay the expense of all repairs made during the Rental Period, including labor, material, parts and other items.

12. LIMITED WARRANTY: LESSOR WILL PROVIDE WARRANTY COVERAGE FOR THE EQUIPMENT ONLY PURSUANT TO THE FOLLOWING LIMITED WARRANTY. LESSEE AND LESSOR AGREE TO COMPLY WITH THE LIMITED WARRANTY PROVIDED HEREIN AS THE SOLE WARRANTY AND REMEDY AVAILABLE TO LESSEE. LESSOR AND LESSEE AGREE THAT THIS LIMITED WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY TO BE MADE AVAILABLE BY LESSOR AND IS IN PLACE OF, SUPERSEDES, AND PRECLUDES ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, FREEDOM FROM INTERFERENCE WITH INTELLECTUAL PROPERTY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, AND USAGE OF TRADE. ANY AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY LESSOR AND WAIVED BY LESSEE, INCLUDING BUT NOT LIMITED TO REPAIR OR MODIFICATION OF EXISTING TANGIBLE GOODS OR PROPERTY. THE PARTIES AGREE THAT THIS LIMITED WARRANTY ADEQUATELY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE EQUIPMENT. LESSEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE TERMS OF LIMITED WARRANTY ARE CLEAR, SPECIFIC, AND SUFFICIENTLY DETAILED TO ESTABLISH THE ONLY STANDARDS OF PERFORMANCE OR SERVICE THAT LESSOR IS OBLIGATED TO MEET. LESSOR AND LESSEE AGREE THAT THIS LIMITED WARRANTY WILL CONTROL ANY WARRANTY, WORKMANSHIP, MATERIAL, OR ANY OTHER DEFECT CLAIMS REGARDING THE EQUIPMENT. IN THE EVENT THAT THE LIMITED WARRANTY DOES NOT SPECIFY A PERFORMANCE STANDARD FOR THE IDENTIFIED ITEM, THE USUAL AND CUSTOMARY INDUSTRY STANDARDS IN THE GEOGRAPHIC REGION SHALL GOVERN. Lessee understands and agrees that proper operation and maintenance of the Equipment is required to ensure the proper performance of the Equipment and is a material condition to Lessor's provision of the Limited Warranty.

LESSOR IS NEITHER THE MANUFACTURER NOR THE DESIGNER OF ANY EQUIPMENT. ACCORDINGLY: (A) NO REPRESENTATION, PROMISE, GUARANTEE OR WARRANTY OF OR BY MANUFACTURER, DESIGNER OR OTHER PARTY SHALL BE BINDING UPON LESSOR; AND (B) AS AGAINST LESSOR, LESSEE HEREBY WAIVES

ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH WARNING, DESIGN AND MANUFACTURING DEFECTS. If a Third-Party Warranty or Manufacturer's Warranty covers the Equipment, Lessee shall first file and pursue any claim that may be covered by the Third-Party Warranty or Manufacturer's Warranty with the third-party warranty company or the manufacturer, respectively, prior to making any warranty claim against Lessor under the Limited Warranty. This Limited Warranty is Lessee's sole and exclusive remedy available under this Master Agreement and any Rental Agreement. Subject to proper operation and maintenance of the Equipment and on the condition that Lessee is not in Default, if Lessee finds any defect in the Equipment during the Rental Period, Lessee shall promptly notify Lessor in writing. Lessor is entitled to inspect and test the Equipment, and if Lessor agrees that there is a defect or objection that Lessee did not cause, Lessor will, in its sole discretion: (a) replace the Equipment, (b) retrieve the Equipment, cancel this Master Agreement and/or take any Rental Agreement in part or whole, and refund a pro rata part of the rental price for the item of Equipment with no further obligation to Lessee for that item of Equipment; or (c) correct the defective Equipment at its own cost and time and refund a pro rata part of the rental price for the item of Equipment until it is in good serviceable condition. If Lessee discovers a defect and waives any rights under the Limited Warranty, the Uniform Commercial Code, or to claim a breach of the Limited Warranty with respect to that defect or objection.

13. RELEASE, INDEMNITY, LIABILITY LIMITATION. LESSEE RELEASES AND DISCHARGES LESSOR AND SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY LESSOR AGAINST AND FROM, AND ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, ACTIONS, SUITS, PROCEEDINGS, LOSSES, COSTS, EXPENSES DAMAGES, AND LIABILITIES INCLUDING ATTORNEYS FEES AND INVESTIGATION EXPENSES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE EQUIPMENT OR THIS MASTER AGREEMENT AND ANY RENTAL AGREEMENT, INCLUDING WITHOUT LIMITATION, THE MANUFACTURE, SELECTION, DELIVERY, LEASING, RENTING, CONTROL, POSSESSION, USE, OPERATION, MAINTENANCE OR RETURN OF THE EQUIPMENT. LESSEE SHALL FURTHER DEFEND, HOLD HARMLESS, AND INDEMNIFY LESSOR AGAINST AND FROM ALL LOSS AND DAMAGE TO THE EQUIPMENT DURING THE RENTAL PERIOD. LESSEE RECOGNIZES AND AGREE THAT INCLUDED IN THE INDEMNITY CLAUSE, BUT NOT BY WAY OF LIMITATION, IS LESSEE'S ASSUMPTION OF ANY AND ALL LIABILITY FOR INJURY: DISABILITY AND DEATH OF WORKMEN AND OTHER PERSONS CAUSED BY THE OPERATION, USE, CONTROL, HANDLING, OR TRANSPORTATION OF THE EQUIPMENT DURING THE RENTAL PERIOD. LESSOR'S LIMIT OF LIABILITY TO LESSEE SHALL BE THE TOTAL OF ALL SUMS PAID BY LESSEE LESSOR.

14. RISK OF LOSS. Lessor shall not be responsible for personal injury, loss, or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while the equipment is in Lessor's care, custody, or control. Lessee is responsible for the Equipment at all times while it is in the possession, custody, or control of Lessee and all risks of loss shall be borne by Lessee, whether such loss is caused by the negligence of Lessee, abuse, fire, theft, accident, acts of God, or any casualty of any nature whatsoever, it being the intent of Lessor and Lessee that Lessee shall bear any loss resulting from the loss or damage to the Equipment, whether or not Lessee was in any way at fault.

15. WAIVER OF CONSEQUENTIAL DAMAGES. LESSEE AGREES TO WAIVE ALL CLAIMS AGAINST LESSOR FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS OF MENTAL ANGUISH, ECONOMIC LOSS, LOST PROFITS, COSTS OF COVER, SHIPPING AND/OR STORAGE COSTS, RENTAL EXPENSES, LOSS OF INCOME AND FINANCE, AS WELL AS THE LOSS OF BUSINESS, LOST TIME, PRINCIPAL OFFICE OVERHEAD AND EXPENSES, LOST SAVINGS, LOSS OF GOODWILL, INDIRECT, SPECIAL, AND/OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER FOR CLAIMS, DISPUTES, CAUSES OF ACTION, INCLUDING CLAIMS THAT MAY ARISE UNDER THE UNIFORM COMMERCIAL CODE, OR OTHER MATTERS IN QUESTION THAT MAY ARISE OUT OF OR RELATE TO THE MASTER AGREEMENT, ANY AGREEMENT, ANY DAMAGES OWED BY LESSOR OR LESSEE TO ANY OTHER ENTITY ARE CONSIDERED CONSEQUENTIAL DAMAGES.

16. INSPECTION. Lessor may inspect the Equipment at any time, with or without notice. Lessor shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspections.

17. WARNING. LESSEE MUST USE, TRANSPORT, STORE, MAINTAIN, AND REPAIR ALL EQUIPMENT ONLY AS PROVIDED HEREIN AND IN THE INSTRUCTIONS. ANY USE, TRANSPORTATION, STORAGE, MAINTENANCE

AND/OR REPAIR FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED AND IN ANY INSTRUCTIONS, OR CONTINUED USE OF ANY EQUIPMENT THAT IS MALFUNCTIONING, DEFECTIVE OR DAMAGED, MAY RESULT IN PERSONAL INJURY(IES), INCLUDING DEATH, AND/OR PROPERTY DAMAGE.

18. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry appropriate liability and property damage insurance covering the Equipment and its operation and handling for the amount specified in each Rental Agreement, or in the absence of such specification, of at least Five Hundred Thousand Dollars (\$500,000.00) or other reasonable amount specified by Lessor with a One Thousand Dollar (\$1,000.00) deductible. Lessor shall be named as an additional insured on the policies. Lessee shall provide Lessor with sufficient proof of coverage through insurance company(ies) authorized to issue insurance in Texas, and the certificates of insurance shall provide that the insurers shall give Lessor not less than thirty (30) days prior written notice in the event of of cancellation or reduction in coverage thereunder. Lessee shall pay the premiums and any deductible portions therefor and deliver said policies, or duplicates thereof, to Lessor. If Lessor requests, Lessee shall at its own expense furnish a bond satisfactory to Lessor in an amount equal to the value of the Equipment to ensure the fulfillment of Lessee's obligations to Lessor. Lessor may purchase any needed insurance or bond if Lessee fails to do so, and Lessee shall reimburse Lessee for the costs of same.

19. SEIZURE: Lessee shall give Lessor immediate notice in the event that any Equipment is levied upon or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages as a result.

20. DEFAULT; REMEDIES. "Default" by Lessee shall include the following:

- (a) Lessee's failure to fully make any payment under this Master Agreement or any Rental Agreement when due; (b) Lessee's failure to pay any indebtedness of Lessee to Lessor when due arising independently of this Master Agreement or any Rental Agreement;
- (c) Lessee's provision of any incorrect or misleading information to Lessor, or Lessee's default in the performance of any obligation owed to or any term, covenant, or condition made to Lessor;
- (d) Lessee misuses or otherwise breaches any part of this Master Agreement or Rental Agreement;
- (e) Lessee dies, terminates its business, ceases business or operations, becomes insolvent or makes an assignment for the benefit of creditors;
- (f) Lessee admits an inability to pay its debts;
- (g) Lessee attempts to sell the Equipment or permits the Equipment to become encumbered; and/or
- (h) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets (including, without limitation, a petition for reorganization, arrangement, or extension) whether or not under any bankruptcy or insolvency law or law providing for relief of debtors.

In the event of Default, Lessor shall have the right to exercise any one or more of the following remedies with or without legal process or notice to Lessee or any guarantor and without liability to Lessor:

- (a) to declare the entire amount of any payment immediately due and payable as to any or all items of the Equipment, without notice or demand to Lessee;
- (b) to sue for and recover all rents, and other payments, the accrued or thereafter accruing, including any direct and indirect damages, costs, expenses, and attorney's fees, with respect to any or all items of Equipment;
- (c) to withhold any Equipment and/or enter upon any premises where Equipment may be and take immediate possession of any or all items of the Equipment without demand, notice, or legal process, wherever it/they may be located (Lessee hereby waives any and all damages occasioned by such taking of possession);
- (d) to terminate this Master Agreement and/or any Rental Agreement as to any or all items of Equipment; (e) to make any needed payments and collect same from Lessee;
- (f) to charge all damages to the Equipment to Lessee, as well as any freight, transportation, or other charges incurred in the transportation of the Equipment;
- (g) retain any and all prepayment(s) and security deposit(s) received from or on behalf of Lessee; and/or
- (h) to pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other actions that Lessor may take, Lessee and/or any guarantor(s) shall be and remain jointly and severally liable for the full performance of all obligations under the Master Agreement and any Rental Agreement.

21. NO SUBLETTING OR ASSIGNMENT. Lessee shall not sublet the Equipment, nor shall Lessee assign or transfer any interest in this Agreement without Lessor's written consent. Lessor may assign this Master Agreement or any Rental Agreement without notice. Subject to the foregoing, this Master Agreement and any Rental Agreement inure to the benefit of Lessor, its heirs, successors, and assigns, and is binding upon, the heirs, successors, and permitted assigns of Lessee.

22. REMEDIES CUMULATIVE, NO WAIVER. All of Lessor's remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not preclude the exercise of any other remedy. No failure on Lessor's part to exercise and no delay in exercising any right or remedy shall be a waiver, nor shall Lessor's single or partial exercise of any right or remedy preclude the exercise of any other right or remedy.

23. EXPENSES. Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder of enforcing any of the terms, conditions, or provisions hereof.

24. ENTIRE AGREEMENT. This Master Agreement and any Rental Agreement contains the entire agreement between Lessor and Lessee and supersedes any and all prior agreements, arrangements, or understandings between them relating to same; nor oral understandings, statements, promises or inducements contrary or in addition to the terms set forth herein exist. No pictures, samples, models, drawings, specifications, descriptions, or advertisements constitute representations or warranties by Lessor. This Master Agreement and any Rental Agreement shall not only be altered or amended in writing signed by Lessor and Lessee. Lessee agrees on demand to execute and deliver to Lessor any additional documents (including financing statements, security agreements, etc.) as Lessor may require; Lessor may, at its sole option, file of record a copy of this Agreement and/or one or more UCC-1 financing statements reflecting its security interest (if any) in the Equipment, and Lessee will pay all costs and expenses incurred by Lessor (including reasonable attorneys' fees) in recording and/or enforcing this Agreement. Lessee has selected the Equipment based on Lessee's determination that it is appropriate for Lessee's intended use and not obtained from a variety of sources and Lessor (a) has not made any independent investigation or verification of such information, and (b) does not make any representations as to the accuracy or completeness or such information.

25. SEVERABILITY. Lessor and Lessee acknowledge and understand that, if any term of this Master Agreement or any Rental Agreement shall be determined by a court to be illegal, invalid, unconscionable or unenforceable, the remaining provisions will remain effective and legally binding, and the illegal, invalid, unconscionable or unenforceable term shall first be reformed or, in the absence of reformation, instead be deemed not to be a part of this Master Agreement or any Rental Agreement.

26. CHOICE OF LAW, VENUE. Lessor and Lessee agree that the laws of the State of Texas shall govern this Master Agreement and any Rental Agreement. Lessor and Lessee also agree that venue of any action to enforce the provisions of this Master Agreement and any Rental Agreement, or any document executed in connection herewith, shall be in Tarrant County, Texas.

27. PERSONAL GUARANTEE. Notwithstanding the foregoing, the undersigned personally guarantees all of the obligations of Lessee and agrees to be bound for the full and prompt performance of Lessee's obligations to Lessor. Lessor is not bound to exhaust any rights or remedies against Lessee before enforcing this Master Agreement and any Rental Agreements against the undersigned.

Lessee and Lessor agree that this document can be executed by hand or electronic signature, both of which shall be equally enforceable.