

US FUSION & SPECIALTY CONSTRUCTION, LLC

FUSION, FABRICATION AND RENTAL TERMS AND CONDITIONS

1. The rental of US FUSION & SPECIALTY CONSTRUCTION, LLC (USF) equipment and/or service provided shall be subject to the signed rental agreement between USF and Lessee which expressly incorporates the rental rates and conditions of rental herein. Purchase Orders directed to US FUSION & SPECIALTY CONSTRUCTION, LLC for equipment, pipe, services or products shall activate these Terms and Conditions.

2. Loss of or damage to the USF equipment while in transit shall be the sole responsibility and liability of the Lessee except when delivery is made by USF.

3. USF will provide invoices for rent of equipment or service on weekly or monthly basis unless provided otherwise in a separate agreement. Lessee is responsible for all fees, duties, use or other taxes imposed on rented equipment while rental is in force.

4. The Lessee shall use the equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and shall maintain the equipment in good repair and condition. If USF makes repairs to the equipment in the field, the costs and expenses shall be charged to Lessee if USF determines the repairs were necessary because of the negligence of the Lessee. Service calls that are required to the field locations for equipment that has been in service for thirty (30) days or more shall be at the customer's expense. By the Lessee's acceptance and use of the equipment, the Lessee hereby assumes all risks of loss and damage to the equipment from any cause whatsoever and agrees that the equipment will be returned to USF in the same appearance and condition as when received, ordinary wear and tear accepted. All maintenance and/or parts required to restore the equipment to its pre-delivered condition (except for normal wear and tear) shall be charged to Lessee at USF's normal rates.

It is Lessee's responsibility to inform USF immediately of any problems with USF's equipment. USF will attempt to repair said equipment in a reasonable time. Abuse, misuse or neglect which requires repair or service shall be at Lessee's expense. The costs of parts replaced by Lessee without first notifying USF shall be at Lessee's expense. USF is not responsible for repairs made by Lessee without authorization by USF.

5. Upon request, USF may, in its sole discretion, furnish such technical advice and in-plant instructions as it has available in reference to the equipment rented by Lessee; it being expressly understood, however, that Lessee fully assumes the risk of any advice, training or instruction by USF to Lessee and USF assumes no liability or obligation by providing same.

6. USF shall have the right to inspect the equipment during regular business hours regardless of the equipment's location.

7. USF shall not be liable to Lessee for any liability, loss or damage caused directly or indirectly by the equipment or use of the equipment and/or service. USF's LIABILITY FOR ANY CLAIMS ARISING OUT OF THE EQUIPMENT, USE OF THE EQUIPMENT, SERVICES, AND/OR THIS LEASE SHALL BE LIMITED TO THE TOTAL AMOUNT OF RENTAL PAYMENTS RECEIVED BY USF FROM THE LESSEE PURSUANT TO THIS LEASE. IN NO EVENT SHALL USF BE LIABLE FOR ANY OTHER DAMAGES THAT MAY ARISE OUT OF THIS RENTAL AGREEMENT INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.

8. Lessee shall furnish USF a written list of fittings and pipe to be installed, the date work is to commence and jobsite contacts and phone numbers.

9. **TECHNICIAN:** Lessee shall be responsible for paying the daily rate for a technician plus part costs, expenses for air fare, rental car, tolls, parking fees, other fees or permits required if the equipment needs servicing or repair by a technician.

10. **SERVICE AND INSPECTION:** USF has the right and authority to inspect and/or service the equipment each 30 day period at USF's sole discretion.. Lessee shall pay the costs of the servicing and repair as outlined in paragraph 9.

11. **FUSION JOINT WARRANTY:** Butt Fusion joints made by USF Technicians are warranted against defects from workmanship for a period of 6 months. Extrusion weld and wedge weld joints made by USF fusion technicians are warranted 30 days unless specified. If USF determines that a joint has failed due to USF workmanship, USF will furnish a technician and equipment to fuse only. Under no circumstances will USF be liable or responsible for damages or costs relating to the fusion of any joint. Any damage to the area or zone of a fusion during, before or after work is performed shall VOID ALL USF WARRANTIES. USF shall be responsible or liable for any damages or back charges caused by a fusion failure, any delays, travel problems, equipment failures or any other foreseen or unforeseen circumstances beyond USF's control which occurs before, during or after work is performed. Any implied warranties are expressly disclaimed such as proper application, product selection or other design selection. It is understood that Lessee or end user is ultimately responsible for application and installation.