

TERMS AND CONDITIONS OF PURCHASE

- 1. Orders.** Every purchase made by and purchase order of Sunbelt Rentals, Inc., or its subsidiaries or affiliates (each a "**Buyer**") from the provider ("**Seller**") incorporates these terms and conditions of purchase ("**Terms**"), and each such purchase order ("**Purchase Order**", and along with these Terms, an "**Order**"). Buyer's purchase of any items ("**Items**") or services ("**Services**") described on the face of any Purchase Order (collectively such Items or Services, the "**Goods**") from the Seller will be governed by such Order and such Terms shall be incorporated into all future Purchase Orders between Buyer and Seller upon the placement of an order for any Goods under any such Purchase Order. No term of any quotation, order confirmation, terms and condition of sale or other document Seller issues (collectively, "**Seller Terms**") will bind Buyer or become part of the contract between Buyer and Seller unless such Seller Terms are expressly incorporated into such Order in writing. Buyer's purchase of Goods is expressly conditioned on Seller's acceptance of the Order, including these Terms. Buyer expressly disclaims all different and additional terms in any documents Seller issues, including, without limitation, any Seller Terms.
- 2. Acceptance.** Seller will be deemed to have accepted an Order if Seller does not object to the Order in writing within five days after Seller receives the Order or if Seller ships any Items or provides any Services described in the Order to Buyer. Buyer may withdraw an Order at any time before Seller accepts it. Any reference by Seller to Seller's purchase order is solely for the purpose of incorporating the description and specifications of the Goods contained therein and only to the extent that such description and specifications do not conflict with the description and specifications on the face of this Order. In the event of a conflict between an Order and such Seller's terms and conditions, this Order shall govern.
- 3. Delivery.** Seller will deliver the Items or provide the Services in accordance with the Order. Unless the Order expressly provides to the contrary, Seller will deliver all Items to Buyer DDP (Buyer's facility specified in the Order). Seller must deliver all Goods in strict accordance with the Order and, to the extent applicable, all packaging, shipping, and other instructions in the Order. Seller will give Buyer written notice when Seller delivers the Items to a carrier for delivery to Buyer. Time is of the essence. Seller will deliver to Buyer a complete and detailed packing slip describing the Items, Order number, item number, and quantity shipped. If Seller makes a partial shipment in filling this Order, the balance of the Order may be cancelled by Buyer; Buyer shall not be responsible for any backorder. If Seller fails to perform Services obligations then Buyer reserves the right to send Seller a notice of non-performance providing the Seller with an opportunity to cure such non-performance within five (5) business days of receipt of such notice. If Services have not been cured within this five (5) day period then Buyer may cancel the Services and pursue available remedies for default.
- 4. Inspection.** Buyer has the right to inspect all Goods/Services at or after delivery or provision. Buyer may reject all Items/Services that are nonconforming or defective at any time after delivery. If Buyer rejects any Items, at Buyer's election, (a) Buyer may return them to Seller at Seller's risk and expense, or (b) require Seller to pick them up at Seller's risk and expense. Payment for Goods by Buyer shall not constitute acceptance.
- 5. Price; Payment.** Unless otherwise specified, the purchase price of the Goods/Services includes all charges for packing, insurance, and taxes. Seller may not increase the purchase price set out in an Order for any reason without Buyer's prior written consent. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount Buyer owes Seller against any amount Seller owes Buyer. Payment for Goods/Services is net forty-five (45) days from receipt of invoice.
- 6. Warranties.** Seller represents and warrants to Buyer that: (a) the Goods will comply in all respect with all technical, performance and other specifications described in the Order ("**Specifications**"); (b) Seller will not change any aspect of the Specifications or the materials, methods and processes Seller uses to produce, weigh or test the Goods without Buyer's prior written consent in each instance; (c) the Goods will be free from all defects in materials and workmanship; (d) Seller will deliver to Buyer good and marketable title to the Items free and clear of all liens, encumbrances, security interests, and infringement and other claims; (e) the Items will be manufactured, labeled, sold and shipped in compliance with all applicable laws, rules and regulations, including all import, export and customs clearance regulations, consumer product safety regulations, environmental laws, equal opportunity laws, child labor laws, and other governmental requirements relating to working conditions (collectively, "**Applicable Laws**"); and (f) the Goods will conform to all advertising materials,

samples, models, descriptions, catalogues, and representations by or on behalf of Seller. If Seller performs any Services in connection with the Order, Seller represents and warrants that it will perform such Services (x) in accordance with the Order, (y) in a good, workmanlike and professional manner consistent with industry standards, and (z) in compliance with all Applicable Laws. Seller's warranties will survive the delivery, inspection and acceptance of the Goods and Buyer's payment for the Goods for the time provided by the manufacturer or provider, but in no event less than one (1) year following the acceptance of the Goods in accordance with Section 4 or the completion of the provision of any Services provided under this Order.

- 7. Indemnification.** Seller will indemnify and hold Buyer harmless, and defend Buyer, with counsel of Buyer's choosing, from all claims, demands, suits, actions, liabilities, damages, losses, penalties, costs and expenses, including legal fees and expenses, arising out of or relating to (a) Seller's breach of the Order, including the inaccuracy of any warranty in these Terms, (b) any defect in the Goods or any failure of the Goods to comply with the Specifications or the Order, (c) any product liability claim or failure to warn claim with respect to the Goods, (d) any voluntary or required recall of any Goods, and (e) any claim that the Goods or Buyer's use or possession of the Goods infringes or misappropriates any patent, copyright, trade secret or other intellectual property right of any person or entity.
- 8. Insurance.** Seller will, at its own expense, maintain for a period of one year after the date of the delivery of the Goods a commercial general liability insurance policy, including coverage for products liability, completed operations, contractual liability and personal injury and property damage, and having a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$3,000,000. At Buyer's request from time to time, Seller will provide to Buyer current and valid certificates of insurance evidencing such insurance policies are in full force and effect.
- 9. Remedies.** If Seller breaches the Order, Buyer may elect to terminate the Order, in whole or in part, and to pursue its other rights and remedies under applicable law, all of which are cumulative. Without limiting the foregoing, Buyer will be entitled to recover from Seller all of Buyer's costs and expenses arising from Seller's breach of the Order. The inaccuracy of any of Seller's warranties will constitute a breach of the Order.
- 10. Confidentiality.** Seller will not disclose, communicate or otherwise divulge to any person or entity other than Seller's employees who have a need to know in order to allow Seller to comply with its obligations under the Order, any of Buyer's specifications, drawings, financial data, engineering plans, customer-related information, designs, trade secrets, or know-how or the terms of the Order (collectively, "**Confidential Information**"). Seller will only use Confidential Information to comply with its obligations under the Order and for no other purpose whatsoever. All Confidential Information will remain Buyer's property, and Seller will have no right, title or interest in any Confidential Information. At Buyer's request at any time, Seller will return all Confidential Information (in whatever original, digital or other form it may be) to Buyer or destroy the same and promptly certify to Buyer in writing it has done so.
- 11. Applicable Law.** The Order, the purchase and sale of Goods and any dispute or controversy relating to the foregoing will be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflict of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and will not apply. Any dispute, suit, action or other proceeding relating to the Order, a breach of the Order or the purchase and sale of Goods will be commenced and heard only in the North Carolina state courts or the United States District Court for the Western District of North Carolina. Seller and Buyer consent to the venue and jurisdiction of those courts.
- 12. Assignment.** Seller may not assign the Order or any of its rights under the Order (by contract, merger, operation of law or otherwise) to any person or entity without Buyer's prior written consent. Any attempted assignment without Buyer's consent will be void. Buyer reserves the right to assign the Order.
- 13. General.** Sections 1 and 6 through 13 of these Terms will survive the termination of an Order for any reason. The Order contains the entire agreement of the parties regarding the Goods described in the Order and may be amended only by a written agreement both parties sign. Any waiver of strict compliance with any of the terms and conditions of this Order by Buyer must be in writing and signed by Buyer, and any such waiver will not constitute a waiver of Buyer's rights under any other provision of these Terms or any Terms in another Order. If any provisions of this Order are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding to the fullest extent permitted by law. All

notices or other communications authorized or required to be given pursuant to this Order shall be in writing and either delivered by hand, e-mail or mailed by registered, first-class, postage prepaid to the addresses set out on the face hereof.