

MASTER LEASE AND SERVICE AGREEMENT
BY AND BETWEEN POWERHOUSE EQUIPMENT & ENGINEERING CO.INC
AND

THIS MASTER LEASE AGREEMENT ("Agreement") is entered into as of ____, 202__ (hereinafter "Effective Date") by and between Atlas Copco Rental LLC, having an address of 2300 East Thirteenth St, Deer Park, TX 77536 acting by itself or through its affiliate, (hereinafter "Lessor") and _____, a _____ corporation/LLC/partnership with an address of _____ "Lessee" or "Service Provider"), and **WITNESSETH:**

WHEREAS Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the Equipment, subject to the terms and conditions set forth herein; and **WHEREAS**, from time to time Lessor requires certain installation, start-up, or maintenance services performed in connection with the Equipment and the Lessee/Service Provider agrees to provide such services on a subcontract basis to the end users of the Equipment. **NOW, THEREFORE**, in consideration of the covenants, contract, terms, provisions, and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

1. Equipment Leased

1.1 In consideration of the rent to be paid by Lessee and the covenants and agreements of Lessee hereinafter set forth, Lessor hereby agrees to lease from time to time to Lessee certain compressed air and boiler equipment ("Equipment") as further described in the Rental. For each rental, Lessor shall issue a Quote setting forth the quantity and type of Equipment to be leased, the amount of rent to be charged for each item of Equipment, and the start/end date, among other pertinent details. Lessee shall issue a purchase order to Lessor referencing and incorporating said Quote, together referred to as "Rental". Each Rental shall (a) by this reference, be incorporated into and made a part of this Agreement; and (b) may be amended from time to time pursuant to Section 1.2.

1.2 All changes to any scheduled delivery of Equipment shall be mutually agreed upon in writing by the parties. No changes in quantity, rates or any other change to the terms of a Rental shall be made without mutual written agreement.

1.3 From time-to-time Lessee may refer certain projects to Lessor and act as its agent. For projects referred to Lessor, Lessee shall be entitled to commissions in accordance with **Exhibit A**. In this case, the end customer will issue the Purchase Order to Lessor. Commissions are paid Net 30 upon receipt of payment from end customer under the Purchase Order.

1.4 The parties agree to act in good faith as business partners in accordance with the commercial terms as set forth in **Exhibit C**.

2. Agreement Terms, Rental Periods, And Payment

2.1. Agreement Term: The Term of this Agreement shall be for 36 months from the Effective Date and may be extended upon mutual written agreement of the parties. The terms of this Agreement shall continue to apply to all Rentals issued during but extended past the Term of this Agreement until the end date listed in the Rental.

2.2. Lease Term: The term of each lease shall be as set forth in the Rental. Start Date is the date the leased equipment ("Equipment") is consigned to a carrier for shipment to Lessee or its customer and shall continue until the Equipment is returned to Lessor's yard or such other point as Lessor shall direct in writing.

2.3. Payment: Unless otherwise agreed to in writing, the payment terms are Net 30 days after Atlas Copco's invoice date. Any objections and disputes regarding invoices shall be made by the Lessee within two (2) weeks of receipt of invoice. Lessee shall pay any undisputed invoices amounts. Amounts past due will bear interest at a monthly rate of 1.5% (18% per annum) or the maximum rate allowed by law, whichever is lower. Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in collecting overdue amounts from Lessee.

3. Rent and Re-Rent

3.1 The total rental cost for the Equipment leased shall be specified in the Rental for the initial term of the Lease. Rent is due in advance monthly during the Lease term. For the purposes of this Agreement, one (1) month = twenty-eight (28) days and one (1) week = seven (7) days. If any payment of rent is received more than five (5) days after the due date, Lessee will pay a late fee and/or overhead charge, but not as interest, on amounts not paid when due, an amount equal to five percent (5%) of any such unpaid amount. Such late fee shall bear interest from the date that payment is due at the rate of 9.0% per annum.

3.2 Lessor acknowledges that Lessee may re-rent the Equipment to its customers/end users. In this case, Lessee shall be responsible for including the Rental terms and conditions set forth in the Agreement in Lessee's agreement with its customer. However, Lessee shall remain responsible for the Equipment as set forth herein.

4. Taxes. Rent does not include federal, state, or local taxes, including, without limitation, sales, use, or excise taxes now or hereafter enacted, applicable to the Equipment leased in this transaction Lessor is responsible for collecting/remitting sales tax in the states of Delaware, Florida, New Jersey, North Carolina, and Pennsylvania. Outside of these states, any sales or use tax is the responsibility of the Lessee. All taxes may be added by Lessor to the rental price or billed separately. Lessee shall pay all taxes unless Lessee provides Lessor with the appropriate and necessary tax exemption certificate. Any property or land-use taxes are the responsibility of the Lessee. Lessee shall pay when due or reimburse Lessor, on a net after-tax basis, and shall indemnify and defend Lessor against all fees, assessments and sales, use, property, excise, and other taxes and governmental charges, including, without limitation, interest and penalty any government exclusive of any taxes based on the net income of Lessor.

5. Delivery and Return of Equipment. At Lessee's expense, Lessor will cause Equipment to be delivered to Lessee's job site and at end of lease term will cause Equipment to be returned to Lessor's yard. Alternatively, Lessee may designate or provide a carrier to pick up the Equipment from Lessor or to return Equipment to Lessor's yard, provided Lessee provides a certificate of insurance satisfactory to the Lessor. Risk of loss during delivery and return of Equipment shall be on Lessor unless Lessee designates or provides the carrier, in which case risk of loss during delivery and return shall be on Lessee.

6. Inspection and Acceptance by Lessee. Lessee shall inspect the Equipment within five (5) days after delivery. Lessee shall notify Lessor in writing within that period of any defects or other objections to the Equipment. If Lessor receives no written notice of defects or objections within that period, Lessee will be conclusively presumed to have accepted the Equipment in good condition and repair.

7. Start-Up. Start-up of unit(s) shall be provided by Lessor either with Lessor's direct labor or a Lessor-hired subcontractor at the minimum cost to Lessee as set forth in the Rental. If the time required to complete the start-up exceeds the number of days set forth in the Rental, the start-up costs for each additional day will be as set forth in the Rental. Lessee may choose to, with prior written authorization of Lessor, start-up unit(s)

at its own remedy and expense, and therefore will assume all risk associated with the start-up not otherwise covered in these terms. However, any unit with a capacity >10K pph requires startup by Lessor or the Atlas Copco Rental Warranty is null and void.

8. Installation. Lessee, at its own cost, shall be solely responsible for the installation and interconnection of the Equipment with its existing facilities and for the supply of all utilities and permits required for installation and operation of the Equipment unless otherwise stated in the Rental.

9. Waterside Scale and Corrosion. Lessee agrees to maintain sufficient and adequate boiler feedwater treatment and chemical control to prevent the formation of waterside scale and corrosion to the Equipment. Lessor must approve such treatment and control methods in writing and/or receive a water sample. Lessor shall have the right to inspect the Equipment for scale and/or corrosion during the term of Lease and upon return of Equipment to Lessor and if removal/treatment is necessary, it must be removed/treated at the sole cost of Lessee. Rent shall continue to be payable notwithstanding Lessor's exercise of its rights hereunder.

10. Use and Maintenance Of Equipment. Lessee shall at all times cause the Equipment to be operated strictly in accordance with the manufacturers and Lessor's instructions and manuals provided to Lessee at the time of delivery and standard industry practice, by competent, qualified, and licensed (as applicable) personnel and in strict compliance with all governmental requirements. Lessee shall be responsible for ascertaining that the Equipment is installed and operated in accordance with all code requirements and other federal, state, and local applicable laws, rules, regulations, and ordinances. Lessee shall keep the Equipment in good repair and operating condition and return it in the same clean condition in which it was received, allowing only for reasonable wear and tear. Lessee is fully responsible for inspecting the Equipment on a regular basis, regardless of if Equipment includes and agrees to inform Lessor immediately of any known or suspected problems. Lessee agrees to not make any modifications to the Equipment nor the programs without Lessor's direction and consent or such acts will void the Limited Equipment Warranty. Lessee shall pay all expenses of operating, maintaining, and repairing the Equipment. In the event that the Equipment is stored outdoors, Lessee shall provide adequate protection from the elements. Lessee assumes all risks of all nature associated with the use and operation of the Equipment during the period of the Rental.

11. Indemnification. Lessee shall indemnify, defend and hold Lessor harmless against all claims, losses, damages, actions, fines, penalties, costs, expenses, and liabilities of any nature whatsoever, including but not limited to negligence, bodily injury, death, tort and strict liability, including attorney's fees, arising out of, relating to, or resulting from the Lessee's or its sublessee's use, operation and/or transportation of the Equipment or arising out of or in connection with the negligence or willful misconduct by Lessee in the performance of Services under this Agreement, except to the extent caused by the Lessor's gross negligence or willful misconduct. Lessee's agreement to indemnify, defend and hold harmless as set forth in the immediately preceding sentence shall not be negated or reduced because Lessee's insurance carrier denies insurance coverage for the claim and/or refuses to defend Lessor or Lessee.

12. Surrender of Equipment at the End of Lease. Lessee agrees on the expiration date of each Rental to completely drain and disconnect the Equipment unless Lessor has agreed to do so in the Rental. Lessee agrees to return Equipment at Lessee's sole expense in good condition and free of encumbrances to Lessor's yard or to any other location that Lessor may designate without increasing the cost of delivery.

13. Title. The title to the Equipment shall remain with the Lessor at all times. Lessee shall not remove from the Equipment any serial number, model, name, or other indicia of ownership. Lessee shall give Lessor immediate written notice of any claim, levy, lien or other legal process issued against the Equipment. Lessee further agrees to cooperate with Lessor and take whatever action may be necessary to allow Lessor to file or record any Rental in such offices (such as UCC) as may be necessary in order to protect Lessor's interests in the Equipment.

14. Marking of Equipment. Lessor has marked and identified the Equipment as property of Lessor. Lessee shall not remove such markings and shall not permit the name of any person, association, or corporation other than Lessor to be placed on the Equipment as a designation that might be interpreted as a claim of ownership or security interest.

15. Personal Property. Lessee shall not permit the Equipment to become attached or affixed to real property or otherwise to become a fixture. Even if the Equipment shall become attached or affixed to real property in violation of this Agreement, the parties intend that the Equipment shall at all times be deemed to be personal property.

16. Risk of Loss. Once the Equipment is delivered by Lessor to Lessee, risk of loss of, damage to, or destruction of the Equipment or any part thereof at all times during the period of any Rental shall be on Lessee and no such loss, damage, or destruction will release Lessee from its obligations under this Agreement. All loss of or damage to equipment rented to Lessee by Lessor while in Lessee's care custody, or control, including, but not limited to, fire, flood, theft, comprehensive losses, and Acts of God, will be the responsibility of Lessee and will be paid to Lessor upon Lessor's receipt of an invoice, pursuant to Section 19.

17. Insurance. Lessee shall obtain and maintain at all times the Equipment liability insurance (including, without limitation, bodily injury and property) including coverage to replace Equipment in the event of loss or damage while in Lessee's care, custody, or control the amounts, against the risks, in the form, amount and with the insurers that shall be satisfactory to Lessor. The insurance policy shall name Lessor as *loss payee* as its interest may appear and shall name Lessor as *an additional insured*. In the event that Lessee fails to provide evidence of insurance acceptable to Lessor, Lessor shall have no obligation to make delivery of the Equipment. If Lessee does not obtain or maintain insurance or cancels insurance coverage during the term of this Lease, Lessee agrees that they are solely responsible for paying for all damage and/or loss to Equipment and will be considered self-insured. The minimum insurance coverage required is:

- Inland Marine Coverage - Amount equal to the Total Stipulated Loss Value of All Equipment for each Rental as provided to Lessee.
- Commercial General Liability - \$1M/\$2M aggregate.
- Automobile Liability - \$1M/\$2M aggregate.
- Umbrella Liability - \$5M
- Worker's Compensation - Statutory workers' compensation covering all state and local requirements.
- Employer's Liability - \$1M

Each of the above policies of insurance shall be primary to any liability insurance carried by Lessor, which insurance shall be excess and non-contributory for claims and losses arising out of the performance of this Agreement. The insurance required under this Agreement shall not be a limitation on Lessee's liability for repair of any damage to the Equipment, nor shall it be limited by any other section of the Agreement.

18. Waiver of Damages; Limitation of Liability. Except for indemnity obligations under Article 12, in no event shall either party be liable to the other for any incidental, consequential, punitive, indirect, exemplary, liquidated, or special damages of any kind, arising from any cause, for any

reason, or claimed under any theory of law, including, without limitation, loss of use, loss of sales, loss of production, loss of profits or revenues, loss of business opportunity, interest charges, or cost of capital. Lessor's liability and indemnity obligations, if any, shall in no event exceed the price paid to Lessor by Lessee under the Purchase Order or Work Order giving rise to the claim. These mutual waivers are not intended to apply to Section 20 Damage to Equipment and Section 29 Remedies.

19. Damage to Equipment. Equipment will be inspected for damages including scale and/or corrosion upon return to Lessor's yard. If Lessee damages the Equipment in any way during the term of any Rental, Lessee will be liable for the amount of the damage plus the daily rental rate as direct damages for each day that the Equipment is undergoing repair and is unavailable for rental by Lessor. In the event that the Equipment is destroyed during the term of a Rental, Lessee shall be liable for its Stipulated Equipment Loss Value. In the event of any damage or loss to the Equipment or any part thereof, caused by Lessee or while in Lessee's care and irrespective of payment from any insurance coverage maintained by the Lessee, but applying full credit thereof, Lessee shall at the option of Lessor (a) place the Equipment in as good repair, condition and working order as when received by Lessee or (b) pay the Stipulated Equipment Loss Value to Lessor upon receipt of invoice for such loss if the cost to place the Equipment in as good repair, condition, and working order as when received by the Lessee exceeds one-half of the amount allocated as the Stipulated Loss Value of the boiler.

20. No Express or Implied Warranties. Except as provided by the Powerhouse Limited Equipment Warranty incorporated herein as Attachment A, Lessor neither makes nor shall be deemed to have made any warranty or representation, express or implied, concerning the Equipment, including, without limitation, any warranty or representation as to design, quality, or condition of the Equipment, or as to the merchantability or fitness of the Equipment for any particular purpose of Lessee or to any other matter relating to the Equipment. Lessee acknowledges that they alone have determined the intended purpose and suitability of the Equipment and agrees that the Equipment is of a size, design, and capacity selected by Lessee and that Lessee is satisfied for its purposes, and that Lessor has made no representation or warranty with respect to the suitability or durability of the Equipment for the proposed use of Lessee, or any other representation or warranty, express or implied with respect thereto. The selection of sizes, types, capacities, and specifications of Equipment rented by Lessee and the suitability thereof for Lessee's specific application shall be the sole responsibility of Lessee and/or Lessee's representative or consultant. Lessee hereby agrees to waive and make no claim for breach of warranty arising from any cause whatsoever.

21. Inspection by Lessor. Upon written notification to Lessee, the Lessor shall have the right at any time during the term of any Rental to enter the premises occupied by the Equipment and shall be given free access to the premises and afforded necessary facilities for the purposes of inspection. Lessee agrees to obtain the consent of any third parties as applicable to the exercise by Lessor of its rights hereunder.

22. Services Provided by The Lessee.

22.1 The following requirements shall apply when Lessee performs installation, start-up or maintenance services under this Agreement and acts as a Service Provider for Lessee. If Service Provider performs services, Lessor shall issue a Work Order to Service Provider defining the scope, deliverables, and timing for the work to be performed. Service Provider's rate shall be as set forth in **Exhibit B and shall only be subject to increase with at least 30 days advance written notice to Lessor.** In no event shall such increase exceed 3% over the previous year's rates. Upon completion of Services under the Work Order, Service Provider shall issue an invoice to Lessor and Lessor shall pay Services Provider Net 30 after receipt of the invoice.

22.2 Service Provider will use all means necessary to discover any defects in the work of other contractors if its work depends on the proper, Workmanlike, or accurate performance of any work by another contractor. Service Provider must report any defects to Lessor, in writing, before proceeding with its work. If necessary or applicable, Service Provider must allow Lessor a reasonable time to remedy any defects. If Service Provider's work is delayed due to Lessor's requirement of time to remedy defects, the work completion date may be extended pursuant to Section 25 of this Agreement.

22.3 Service Provider agrees not to request payment for additional work performed unless additional work was approved in advance by Lessor in writing.

22.4 Service Provider will not alter any work described in the Scope of Work or materials shown or described in the drawings and specifications, if applicable, unless pursuant to a written change order from Lessor. Lessor and Service Provider will determine the value of work and materials to be added, omitted or altered and adjust the contract price accordingly.

22.5 Service Provider is responsible for any property damage caused to Lessor's equipment or to the customer's job site during the performance of the work.

22.6 Service Provider must supply an adequate and sufficient number of skilled workers and materials of proper quality and quantity for the timely completion of its work. If, at any time, Service Provider refuses or neglects to supply a sufficient number of workers or adequate materials, fails in any way to deliver work with promptness and diligence to meet Lessor's deadline, or violates any provision of this Agreement, Lessor has the right, after three days of written notice to Service Provider, to provide any labor and/or materials and to deduct these costs from any money due or that may become due to Service Provider. In addition, Lessor will be at liberty to terminate the Service Provider's right to complete the work, to enter the premises and take possession of all materials and appliances and to contract with another party or employ other persons to finish the work and/or provide materials for it. Service Provider will not be entitled to receive any payment under this contract Agreement if its right to complete the work is terminated until the work is completed by Lessor or a third party. Once the work is complete, Service Provider may receive the balance of the payment specified above, less any expenses Lessor incurred to complete the work without Service Provider. Service Provider must reimburse Lessor for any expenses that exceed the balance of Service Provider's outstanding payment balance.

22.7 Service Provider hereby agrees to warrant all work performed and materials supplied for 12 months from the time of completion. If customer provides notice of non-conformance or defect in the work, Service Provider shall within five days after receipt of notice make good, without cost to customer or Lessor, any and all defects in Service Provider's work due to imperfect workmanship or materials.

23. Safety.

23.1 When Lessee performs services under this Agreement and acts as a Service Provider, Service Provider agrees that the safety of its workers engaged in the work under this Agreement is solely its responsibility. Service Provider specifically agrees to take appropriate precautions to ensure the safety of all persons, including, but not limited to, its own employees and other contractors and subcontractors and their employees, whose safety might otherwise be jeopardized by any risk of harm relating to or arising out of the work.

23.2 Service Provider must comply with all applicable safety federal, state, and local laws, rules, regulations, statutes, ordinances and directives ("laws") that are in force or that may come into force during the work as they relate to Service Provider's operations, materials and personnel.

23.3 Service Provider will apply to obtain all necessary permits, if applicable, at its own cost and expense and conform strictly to laws and ordinances in force in the locality where its work must be performed.

23.4 Service Provider also agrees to comply with any and all applicable safety standards. The service Provider will establish and implement a safety program for its work and workers. If requested, Service Provider will submit to Lessor its safety program for review. Lessor's review of the Service Provider's safety program does not in any way release or decrease Service Provider's liability by way of indemnity or otherwise under this Agreement.

23.5 At all times, Service Provider will allow Lessor, or an authorized representative, to inspect Service Provider's work and Performance.

23.6 Service Provider must submit copies of all accidents or injury reports that occurred during the performance of work to the Lessor as soon as practicable or prescribed by law.

24. Delays/Force Majeure. Lessor shall not be liable for loss or damage to Lessee from delay in delivery of Equipment resulting from causes beyond Lessor's reasonable control or caused by strikes or labor difficulties, lockouts, acts or omissions of any governmental authority of the Lessor, insurrection or riot, terrorism or threats of terrorism, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, embargoes, car and material shortages, delays in transportation or inability to obtain labor, materials or parts from usual sources. Any such delay shall be excused for the time reasonably necessary to compensate for the delay.

25. Assignment. Without Lessor's prior written consent, Lessee shall not transfer, assign or otherwise dispose of this Agreement, any Rental or any interest created by this Agreement or transfer, sublet or otherwise dispose of the Equipment or any interest in the Equipment, or permit the Equipment to be used by anyone other than the Lessee, or make any material change or modification in the Equipment, or make any addition to the Equipment. Lessor at its sole discretion shall have the right to demand adequate assurances of financial ability to perform from Lessee, its assigns, (should Lessor consent to an assignment) or its successors in interest. Any assignment of Lessee's rights or delegation of Lessee's duties under this Agreement shall be void unless prior written consent is given by Lessor. Lessor may assign or transfer this Agreement or any Schedule or Lessor's interest in the Equipment without notice to Lessee. Lessee acknowledges any assignment by Lessor shall not change Lessee's duties or obligations under this Agreement and Lessor agrees such assignment will not increase the burdens or rights imposed on Lessee. Lessee agrees that on notice of such assignment, it will pay all rent and other sums due under any Lease to such assignee.

26. Property Owner Consent. In the event that Lessee is utilizing the Equipment on premises owned by others, it is incumbent upon Lessee to obtain permission from Owner to have said Equipment on premises and is recommended that Lessee obtain the written consent and acknowledgment of the owner of such use.

27. Default. The occurrence of any of the following shall constitute a default under this Agreement: (a) Lessee fails to pay when due any obligation under this Agreement, by acceleration or otherwise, or otherwise breaches any provision in this Agreement, and that failure or breach continue for ten (10) days; (b) Lessee fails to secure or maintain insurance as required by Lessor and this Agreement (c) Lessee fails to repair or replace any Equipment that suffers any damage, loss, theft, or destruction within thirty (30) days following this determination; (d) Lessee fails to maintain, operate, or return the Equipment as provided by this Agreement; (e) Lessee fails to discharge its obligations under any assignment of this Agreement by Lessor, (f) Lessee fails to observe or perform any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure continues for ten (10) days; (g) Any warranty or representation of Lessee contained in this Agreement proves to be false or incorrect at any time; (h) Lessee becomes insolvent, ceases to do business, or becomes unable to pay its debts generally as they become due, or a petition for relief under bankruptcy or insolvency laws or for reorganization is filed by or against Lessee; or Lessee makes an assignment for the benefit of creditors or a receiver or liquidator is appointed for Lessee, or any court of competent jurisdiction orders the winding up or liquidation of the affairs of Lessee; (i) The Equipment is encumbered, levied upon, confiscated, condemned, seized, or attached.

28. Remedies. Upon the occurrence of any event of default and at any time thereafter, Lessor may, with or without cancelling this Agreement or any Rental, in its sole discretion, do any one or more of the following: (a) Lessor may declare by written notice to Lessee all rent to become due under the Rental to be immediately due and payable to Lessor as direct damages, and not as a penalty. (b) Lessor may recover the Stipulated Equipment Loss Value of the Equipment plus interest at the rate of eighteen percent (18%) per annum until paid and all commercially reasonable costs and expenses incurred by Lessor in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment due upon receipt of invoice. (c) Lessor may enter the premises where the Equipment is located and take immediate possession of and remove the Equipment; all without liability to Lessor, whether for the restoration of damage to any property caused by the taking or otherwise, for or by reason of the entry or taking of possession or otherwise. (d) Lessor may require Lessee at Lessee's sole expense to assemble the Equipment and return it immediately, fully insured against all risks, to a place that Lessor designates. (e) Lessor is further entitled to pursue any other remedy which may be available to it under the Uniform Commercial Code (UCC) or any other applicable law or any combination of remedies legally, or equitably, available. Lessee shall pay all expenses incurred by Lessor in exercising any of these remedies under this Agreement, including, without limitation, costs of collection, repossession, and reasonable attorney's fees.

29. Termination of Lease by Default. When Lessor takes possession of the Equipment pursuant to the provisions of default, that Rental shall terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any preceding breach or breaches of this Agreement.

30. Miscellaneous.

30.1 No Set-Off: Lessee's obligations to pay all rent and other amounts due under this Agreement and any Rental is absolute and unconditional under all circumstances whatsoever and shall not be subject to any set-off or reduction for any reason whatsoever.

30.2 Entire Agreement: This Agreement, any Rental or Work Order issues hereunder represent the entire agreement between the parties, and all prior agreements with respect thereto and any other terms proposed by Lessee are hereby superseded. Any Purchase Order by Lessee that contains terms in addition to or inconsistent with these Terms, or terms that reject any term or condition set forth herein, shall be deemed to be a counteroffer to Lessor, will not be binding upon Lessor and Lessee agrees shall not apply to this Agreement unless specifically accepted in writing by Lessor. In the event of a direct conflict with the Rental or Work Order, the Terms of this Agreement shall prevail.

30.3 Free of Liens: Lessee shall keep the Equipment free of all taxes, claims, liens, and encumbrances.

30.4 Modifications: This Agreement may not be modified or terminated except as provided in this Agreement or by other written agreement between the parties and shall not be binding unless executed by an authorized representative of Lessor.

30.5 Severability: If any term or provision of this Agreement shall be held void, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby. Invalidation or unenforceability of one provision shall not affect any other provision of this Agreement.

30.6 Lessee’s Representations: Whether Lessee is a corporation, a partnership, or a limited liability company, Lessee represents and warrants that it is duly organized, if applicable, and in good standing under the laws of the jurisdiction applicable and is authorized to hold property under this Agreement and has full power and authority to enter into and perform its obligations under this Agreement.

30.7 Waiver of Jury Trial: The parties expressly, voluntarily, and unequivocally waive any right they may have to a jury trial and agree that all disputes, claims, and counterclaims relating to or arising from this Agreement shall be litigated or otherwise resolved without a jury.

30.8 Effect: This Agreement shall inure to the benefit of and be binding on Lessee, Lessor, and their respective legal and personal representatives, administrators, successors, agents, and permitted assigns.

30.9 Attorney’s Fees: Lessee shall reimburse Lessor for all charges, costs, expenses and attorneys’ fees incurred by Lessor: (a) in defending or protecting its interests in the Equipment; (b) in the execution, delivery, administration, amendment and enforcement of this Agreement or the collection of any installment of rent under any Rental; and (c) in any lawsuit or other legal proceeding to which this Agreement gives rise, including, but not limited to, actions in tort.

30.10 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law. Lessee expressly consents to the exclusive personal and subject matter jurisdiction of the State and/or federal courts in the State of New Jersey for all lawsuits arising out of or related to this Agreement.

30.11 Effect of Waiver: No delay or omission to exercise any right, power, or remedy of Lessor on any breach or default by Lessee shall impair any such right, power, or remedy of Lessor, nor shall it be construed to be a waiver of any such breach or default. No waiver by Lessor of a single breach or default by Lessee shall be deemed to be a waiver of any other breach or default of any other provision of this Agreement. Any waiver, consent, or approval of Lessor of any breach or default or any waiver on the part of Lessor of any term or condition of this Agreement must be in writing and shall be effective only to the extent set forth in the writing. All remedies, either under this Agreement or by law or equity, or otherwise provided to Lessor, shall be cumulative and not alternative.

Notices: EXCEPT as otherwise indicated herein and until otherwise specified, notices and other communication to each party will be addressed as follows:

Lessor
Atlas Copco Rental LLC.
COMPANY NAME:
ADDRESS:
ATTENTION:
EMAIL:
2300 Thirteenth St | Deer Park, TX 77536
Rental.usa@atlascopco.com
+1(800)736-8267
www.atlascopcorental.com

Lessee
COMPANY NAME:
ADDRESS:
ATTENTION:
EMAIL:

Attention:

Each party may change its address for notice by notice to the other party in the manner set forth above. Any notice required or permitted hereunder will be deemed given (a) 3 days after being deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, (b) when received if delivered by recognized commercial courier or next business day delivery and addressed to the party to whom the notice is being given at the address set forth above for such party, and (c) if delivered by email, when a delivery receipt is received by the sending party.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the day and year first above written.

Atlas Copco Rental LLC:

COMPANY:

Signed By: _____

Signed By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____