



HALCO SALES, INC.

CONTRACT, TERMS, CONDITIONS AND AGREEMENTS

1. A deposit of one month's rental in advance is required with order plus a deposit of one month's rental.
2. All rentals and sales are due and payable as invoiced.
3. It is agreed that credit will not be granted for partial returns and no credit for returns within the first rental period will be granted.
4. It is agreed that rental rates and periods are based on a 30-day month, including Sundays and holidays.
5. Rental periods commence on the date of shipment and end on the day of return to Halco Warehouse.
6. If this equipment or any part is damaged, destroyed or lost, the Lessee agrees to pay Halco the list price thereof regardless of amount of Rental charges invoiced for or paid by Lessee thereon.
7. The Lessee/Buyer warrants that his complete address is correct and agrees that if he moves or if for any reason his address is changed he will promptly notify Halco and will assume all costs if investigation is required to locate him or the equipment.
8. The equipment listed on the face of this agreement shall at all times remain the sole and exclusive property of Halco. Lessee/Buyer shall have only the right to use it under the conditions here contained. The leased equipment shall not be transferred to any other person or place. Transportation charges, unless shown otherwise, includes only one delivery and one pick up per order. Each additional trip will be charged for at the normal rate.
9. In the case of sales, if the purchaser fails to make payments as agreed, Halco retains the right to transfer the contract to a rental contract upon the written notice to the Buyer and/or make repossession of the equipment, and collect corresponding rental charges.
10. Option to purchase rental equipment will be granted in writing upon request of the Lessee to Halco, if made within 90 days from the start of the rental. Failure to make such a request prior to the end of the time limit voids this clause.
11. Delivery promises are subject to prior sale and commitments.
12. Halco shall not be liable for non-delivery or delay in delivery or pick up or for consequent damages arising there from for causes beyond the control of Halco.

13. The Lessee/Buyer shall at all times and at his own expense keep the leased equipment in good, safe and efficient working order and shall not permit anyone to damage or remove any part thereof. Lessee/Buyer agrees to erect, maintain and use said equipment in a safe and proper manner and in conformity with all law and ordinances pertaining thereto, and in accordance with Halco safety rules and regulations. Halco shall have no responsibility, direction or control over the manner of erection, maintenance, use or operation of said equipment by the Lessee/Buyer. The Lessee/Buyer assumes all responsibility for claims asserted by any person whatsoever growing out of the erection and maintenance, use or possession of said equipment and agrees to hold Halco harmless from all such claims. Lessee/Buyer agrees that use of the leased equipment shall be construed as an absolute acknowledgement by Lessee that when delivered to Lessee/Buyer by Halco, the equipment was in good order and repair, was properly erected and was in all respects adequate, sufficient and proper for the purposes for which it was intended.
 - A. Lessee/Buyer agrees to maintain all motor or engine driven equipment, and make regular checks for addition of oil or grease as needed. All repairs on such equipment will be to the account of the Lessee.
14. At Halco Sales, Inc's sole option, and without any obligation on its part, Halco shall at all times have right of free access to the leased equipment for inspection and inventory or repossession for failure to pay as invoiced. The Lessee/Buyer agrees to protect Halco from all claims for any damage resulting from such repossession.
15. The leased equipment shall be at the sole risk of the Lessee from injury, loss or destruction and in case it or any part thereof be destroyed, damaged or lost, whether with or without fault on the part of Lessee/Buyer. Lessee/Buyer shall pay Halco a sum of equal to Halco list price for the same or similar equipment. Regardless of rental charges made or paid for.
16. Halco shall have the right without notice to terminate this lease in the event of breach of any of its conditions or if any proceedings in bankruptcy or receivership be instituted by or against it. Upon termination Lessee shall forthwith deliver such equipment to the company in as good order and conditions as it now is, ordinary wear and tear caused by reasonable and proper use is expected, and Halco shall have the right to immediately repossess itself of said equipment. Lessee/Buyer hereby agrees to indemnify Halco and its agents for all claims resulting from such repossession.
17. This lease comprises the entire lease and contract between the parties and it is acknowledged that there are no understanding, warranties, promises, verbal or otherwise, pertaining to this lease or to the equipment, which are not incorporated herein expressly, by reference or by a rider attached hereto.
18. Quotations are subject to change without notice after 10 days from date of proposal.
19. The Lessee/Buyer warrants that full payment of all charges will be made on the date of termination of his use of the equipment as invoiced by Halco, and is not dependent on certifications of his project or payment to him by project owners where equipment was used.

20. The Customer/Lessee shall notify our Receptionist the project termination and request a termination number that will validate this request and will also prevent ongoing rental charges.
21. If equipment returned is not complete, the Customer/Lessee agrees to pay a Sales Invoice for the amount equivalent to the equipment not returned.
22. HSI will invoice as a Sale all rental equipment not returned to our warehouse according to the Price List. HSI is not engaged in adjusting invoices for depreciation purposes.
23. All credit requests will be verified by HSI through EQUIFAX. Payment terms & conditions will also be reported to EQUIFAX.
24. Credit Applications submitted to HSI by the **Municipalities** shall be previously signed and authorized by the Finances Director or his (her) authorized representative. The Finance Director shall also designate an authorized representative to receive and count delivered equipment upon arrival at the project site.
25. The Customer/Lessee shall designate an authorized representative to count all equipment/materials upon arrival at the site and also upon return of this equipment back to HSI warehouse, regardless of the method arranged for this return.
26. HSI will not be held responsible if the Customer/Lessee fails to designate an authorized representative to count equipment/materials upon delivery/return.
27. HSI will not be held responsible if the Customer/Lessee/Buyer returns damaged equipment and does not claim it upon return. This damaged equipment will be invoiced as a "Sale" according to the Price List. HSI will not be liable for not returning such damaged equipment to the Customer/Lessee.

Important Note: Read the contract. The Lessee/Buyer agrees hereby to hold Halco Sales, Inc. harmless as a result of any and all claims arising from the use, manner of erection, maintenance, operation or possession of the leased or purchased equipment, and hereby certifies receipt of copy of Safety Rules.

This order is not valid until approved by Halco Sales.

Customer/Lessee Signature:

_____ Date: _____

Approved by Halco Sales Inc:

_____ Date: _____