

EQUIPMENT RENTAL - ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions are made a part of the agreement by Customer to rent equipment from WINDE Performance, LLC ("WINDE").

1. Proper Use. Customer represents that all users of the equipment know how to use, transport and store the Equipment safely and in a manner that will not damage the Equipment. If the Equipment requires maintenance during its use, such as adding oil to ensure proper lubrication, Customer agrees to perform such maintenance. Customer agrees it is relying on its own information and prior training regarding proper usage, transport and storage and is not relying on WINDE.

2. Rental Period. The Equipment rental period shall run for the period specified on Customer's receipt. Failure to return the Equipment by the "Due In" date and time or it will result, at a minimum, in additional daily rental charges. Time is of the essence. Any extensions must be in writing.

3. Risk of Loss or Damage. Customer hereby assumes all risk of loss or damage to the Equipment from any cause, and agrees to return it to WINDE in as good a condition as when received, normal wear and tear excepted. No loss of or damage to the Equipment shall impair any obligation of Customer under this rental agreement, and all such obligations shall continue in full force and effect until otherwise discharged.

4. Payment to WINDE for Physical Damage. In the event damage, including mechanical breakdown to any part to the Equipment cause in whole or part by the fault of Customer, at the option of WINDE, Customer shall at the election of WINDE:

a. Reimburse WINDE for the cost to place the Equipment in good repair (which shall mean it is at least equivalent to the condition at the time of delivery to Customer, normal wear and tear excepted), plus all lost rental revenues until the Equipment could be repaired.

b. reimburse WINDE for the cost to replace the Equipment at current retail prices, plus all lost rental revenues until the Equipment could be replaced, if repair is not reasonably feasible or is impractical.

5. Liability and Indemnity for Injuries or Damage. Customer assumes all risks associated with the possession, use, transportation and storage of the Equipment. Customer shall defend, indemnify, and hold harmless (to the furthest extent available under the law) WINDE, its agents and any other owners of the Equipment against and with respect to any and all loss, loss of time, inconvenience, cost, damage, diminution in value, liability, obligation, claim, expense (including professional fees and similar expenses), whether or not involving a third party claim, resulting by reason of, or arising in connection with the Equipment, including, but not limited to injury to any persons (including death), or damage to any property, regardless of cause.

6. Customer's Duty to Insure. Customer represents that it has insurance coverage that covers rented equipment, and such coverage is sufficient for the replacement cost of the Equipment. Customer shall exercise, and shall empower WINDE to exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with WINDE to obtain recovery and all insurance proceeds shall be given or assigned to WINDE.

7. WINDE's Remedies. If default is made by Customer in performance of any obligation under this lease, WINDE may, at its option, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity: Terminate the rental agreement, repossess the Equipment, and be entitled to recover immediately, as damages, the total amount due to be paid by Customer during the balance of the rental period;

Regardless of the remedies exercised by WINDE, WINDE shall be entitled to recover all costs incurred in enforcement of the terms of this Lease or arising from WINDE's breach of this rental agreement, including recovery of reasonable attorneys' fees to enforce this agreement and collect on sums due from Customer.

8. Condition of Equipment. Customer has had an opportunity to fully inspect the Equipment prior to taking possession of it, and has satisfied itself that the Equipment is in good working order and that there are no defects unless otherwise noted on an exhibit attached to this Lease. THIS EQUIPMENT IS BEING LEASED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer agrees that WINDE has made no representations regarding the condition of the Equipment or its manner of use that are being relied upon by Customer or any other user of the Equipment. If the equipment becomes unsafe or in disrepair Customer agrees to discontinue use and notify WINDE. If the malfunction was a result of normal use, WINDE will replace the equipment with similar equipment in good working order, if available. WINDE is not responsible for any incidental or consequential damages caused by delays or otherwise.

9. Prohibited Uses. Use of the Equipment in the following circumstances is prohibited: (a) Use for an illegal purpose or in an illegal manner; (b) Use when the Equipment is in bad repair, is functioning improperly or is unsafe; (c) Improper, unintended use or misuse; (d) Use by anyone other than Customer or his employees, without WINDE's written permission. (e) Use at any location other than the address furnished WINDE without WINDE's written permission.

10. Entire Agreement. Other than specific terms such as a description of the Equipment, rental charges and rental term contained in a separate document, these Additional Terms and Conditions represents the entire agreement between the parties. It may not be amended, altered, waved or modified unless done so in writing by both parties.