

SITECH SOLUTIONS HAWAII, LLC

Rental Terms and Conditions

1. Agreement. Unless otherwise agreed in a written document signed by a duly authorized official of Sitech Solutions Hawaii, LLC (“SITECH”) at its headquarters office(s) these Sitech Solutions Hawaii, LLC Rental Terms and Conditions (“Terms”) govern the rental of all equipment from SITECH (“Equipment”) by any individual or entity that rents such Equipment from SITECH (“Client”) and are incorporated into each of Client’s Rental Agreements for Equipment from SITECH (each, a “Rental Agreement”). SITECH hereby rejects the terms of any purchase order, rental agreement or other document submitted by Client, unless the document is signed by a duly authorized official of SITECH at its headquarters office(s). The issuance of a purchase order for rental of Equipment from SITECH, or the receipt, acknowledgement or acceptance of Equipment for rental by Client constitutes Client’s acceptance of these Terms exactly as written. SITECH reserves the right, in its sole discretion, to modify or replace any of these Terms at any time, and such modifications or replacements shall apply to all rentals of Equipment from SITECH after the date of such modification or replacement. It is Client’s responsibility to review the Terms each time Client rents Equipment from SITECH.

2. Title: SITECH is and shall remain the owner of the Equipment. Client will not acquire any equity or ownership interest in the Equipment by making rental payments or performing repairs. Client will not place any liens on the Equipment and will not allow third parties to encumber SITECH’s title to the Equipment. Rental rates include an amount sufficient to cover personal property tax due in connection with the Equipment. Client agrees not to part possession or sublet this equipment without the written consent of SITECH and to pay all attorney’s fees, collection charges, or other expense occasioned by Client’s failure to comply with the provisions hereof. In the event of default of payment, SITECH may retake possession of this equipment.

3. Rental Term and Rental Period: As to each piece of Equipment, the “Rental Term” is the time period for which Client has ordered such Equipment, as specified on the Rental Agreement. As to each piece of Equipment, the “Rental Period” is the time period that commences on the delivery of the Equipment to Client and ends upon its return to SITECH’s premises. Client shall pay rent on the Equipment at the rates set forth on the Rental Agreement for the entire Rental Period (and during repairs to Equipment returned to SITECH in a damaged or excessively worn condition as described in Section 7 below). No allowances will be made for Saturdays, Sundays, holidays, transit time, or for any period Equipment is not in actual use.

4. Payment Term: For Clients with an open credit account with SITECH, payments are due net 10th prox. of the month following the invoice date. For Clients who do not have an open credit account with SITECH, payment is due upon delivery of Equipment. SITECH may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Equipment, until receipt of payment. If Client fails to pay for Equipment as and when due, Client is subject to a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Client shall pay SITECH all reasonable attorneys’ fees and collection costs incurred by SITECH. In addition to any other right of set-off or recoupment SITECH has under applicable law, Client agrees that, with respect to any amounts due from Client or Client’s affiliates to SITECH or SITECH’s affiliates, SITECH and its affiliates may set-off such amounts against any amounts owing to Client or Client’s affiliates. SITECH has the right to file a Preliminary Notice on any project to which equipment is supplied, the Customer agrees to provide complete Preliminary Notice information when requested by SITECH.

5. Disclaimer of Warranties: By receiving the Equipment, Client acknowledges the Equipment to be in good, safe and serviceable condition, and Client accepts the Equipment “AS IS” regardless of defects, latent or otherwise. SITECH makes no warranty, express or implied, with respect to the Equipment, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. To the maximum extent permitted by law, all such warranties are hereby disclaimed by SITECH and waived

by Client. Client's sole remedy shall be the termination of the rental charges at the time of failure or discovery of defect, provided Client returns the Equipment to SITECH's premises within 24 hours of the failure or discovery of defect.

6. Return of Equipment: Upon expiration of the Rental Term set forth in the Rental Agreement (unless SITECH agrees in writing to an extension) or upon demand from SITECH prior to expiration of the Rental Term, Client shall return the Equipment to SITECH's premises during SITECH's regular business hours. Client shall be liable for all damages to, or loss of, the Equipment occurring because it was not returned within SITECH's regular business hours. If the Rental Agreement for the Equipment states that SITECH will pick up the Equipment, Client will be responsible for all loss or damage to the Equipment until SITECH actually picks up the Equipment.

7. Damaged Equipment: If the Equipment is returned in a damaged or excessively worn condition not caused by reasonable wear and tear, Client shall pay SITECH the reasonable cost of repair and shall pay rental on the Equipment at the regular rental rate until repairs have been completed. Reasonable wear and tear means only the normal deterioration of the Equipment caused by ordinary and reasonable use. SITECH must make repairs to the Equipment. Client shall not repair Equipment or engage a third party to perform the repairs.

8. Insurance: Lessee / renter shall, at its expense, at all times from the time of delivery of equipment to lessee, maintain insurance against all risks of loss or damage from any cause for not less than the full replacement value thereof and shall carry public liability and property damage insurance covering the equipment. Such insurance shall be in the amounts and with insurance companies satisfactory to lessor, protecting lessor as an additional insured, and providing for ten (10) days written notice to lessor before any policy may be modified or canceled. Lessee shall deliver to lessor evidence of insurance.

9. Limitation of Liability / Indemnification: In no event shall SITECH be liable, whether based in contract, warranty, indemnity, tort, strict liability or any other theory of law or equity for any special, incidental, indirect, punitive, exemplary, or consequential damages, including but not limited to lost profits, downtime or loss of third party contracts, regardless of whether or not SITECH is advised of the possibility of such damages. In addition, SITECH's maximum aggregate liability for damages or loss, howsoever arising or caused, shall in no event exceed the amount Client paid to SITECH for rental of the Equipment to which such liability relates. Client shall indemnify, defend and hold harmless SITECH, its affiliated companies, and their respective owners, officers and employees, for, from and against any and all threatened or actual claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, expert witness fees, costs and expenses) of any nature whatsoever arising out of or related to: the operation, possession, use, failure or maintenance of the Equipment while on rent to Client; the breach of any provision of these Terms by Client; personal injury, death or property damage or loss of any nature whatsoever arising from or related to the Equipment while on rent to Client; the negligence or willful misconduct of Client; any violation by Client of applicable laws; and claims by Client's employees related to the Equipment. It is expressly agreed and understood that the lessor shall not in any case or under any circumstances be held liable to any person including lessee for any loss or damage, or claim or judgment, or loss or damage of any kind or character whatsoever to persons or property, or otherwise arising from or in any manner connected with the use, operation, handling, or transportation of said property; and any and all claims for loss or damage.

10. Default: Client is in default if (a) Client fails to pay any installment of rent or other payment to SITECH when due; (b) Client fails to return the Equipment at the end of the Rental Term or upon demand; (c) Client fails to perform or observe any condition of this or any other agreement with SITECH; (d) Client ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a petition in bankruptcy or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any substantial part of its assets or properties; (e) Client abuses, neglects or attempts to remove, sell, transfer,

encumber, part with possession of or sublease the Equipment or any item thereof; or (f) SITECH in good faith deems itself insecure.

11. Remedies; Retaking of Equipment. SITECH reserves all rights and remedies available at law or under contract in the event of a default by Client under these Terms or a Rental Agreement and may, at its option, demand that Client immediately deliver the Equipment to SITECH's premises at Client's expense. If the Equipment is not returned at the end of the Rental Term or for any reason it becomes necessary for SITECH to retake the Equipment to protect it from loss or damage, SITECH and its agents may, without notice or legal process, enter into any job, building, or place where the Equipment may be and repossess same by using all force necessary to do so. In the event of default, Client waives all rights to a prior judicial hearing, any further right to possession of the Equipment and all claims for injuries, damages or loss arising out of the repossession of the Equipment. Client shall pay all costs and expenses incurred by SITECH in retaking the Equipment.

12. Compliance with Laws and Regulations; Hazardous Materials. Client shall not abuse, harm or improperly operate the Equipment. Client, at its sole expense, shall comply with all laws and regulations applying to the use, operation or possession of the Equipment. Client warrants and represents that it shall return the Equipment free from all toxic, hazardous or regulated materials, as those terms may be defined in applicable federal, state and local regulations and laws. Client shall indemnify, defend and hold SITECH harmless from any loss, claim or damage that may arise out of Client's breach of these representations and warranties.

13. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without giving effect to its conflict of law provisions. The parties agree that the exclusive jurisdiction and venue for any proceedings at law or in equity will be in the state or federal courts located in Honolulu, Hawaii.

14. Privacy Statement. Client consents to the collection, use, retention and disclosure of information by SITECH and its parent, subsidiary and affiliated entities (collectively, "SITECH Entities") in accordance with SITECH's Privacy Statement, which is posted at <http://www.sitechsw.com> (as such statement may be revised from time to time), and agrees that such information may be accessed by the SITECH Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

15. Miscellaneous. Client may not assign Client's rights or obligations hereunder without SITECH's prior written consent, and any such attempted assignment will be void. If any provision in these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions in these Terms shall remain in full force and effect. A party's waiver of any breach will not constitute a waiver of any different or subsequent breach. No employment, agency, joint venture, or similar arrangement is created or intended between Client and SITECH.