



9925 Industrial Drive, Bridgeview, IL 60455

800.878.7305 [ar@rotrexwinches.com](mailto:ar@rotrexwinches.com) [www.rotrexwinches.com](http://www.rotrexwinches.com)

Dear Valued Customer,

Thank you for your interest in Rotrex Winches as well as your request to apply for credit. Please see the following documents associated with opening an account.

They include the following:

- Credit Application
- Order Policy and Procedures
- Sample of the Invoicing Procedure
- Terms and Conditions

In order to expedite your request, it is important that you complete the Credit Application and Terms and Conditions, and fax it back to Accounts Receivable at (708) 598-4778 or email it to [ar@rotrexwinches.com](mailto:ar@rotrexwinches.com). We will then be able to begin the new account procedure and process your request as soon as possible.

Thank you again for your interest in Rotrex Winches, and please complete and return the following Credit Application and Terms and Conditions. We look forward to providing you with the best products and service within the industry.

Sincerely,

A handwritten signature in black ink that reads "Michelle Lee".

Michelle N. Lee  
A/R Collections Manager



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# Credit Application Form

## BUSINESS INFORMATION

Official Company Name: \_\_\_\_\_

Bill To: \_\_\_\_\_ Ship To: (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Main Phone: \_\_\_\_\_

Invoice Distribution Preference: ( ) Mail or ( ) Email A/P Email: \_\_\_\_\_

Is PO Mandatory?: ( ) Yes ( ) No Note: Please provide us with copies of applicable sale tax exemption certificates.

Check One: ( ) Corporation ( ) Partnership ( ) Proprietorship ( ) Subsidiary of or ( ) Division of

Years in Operation: \_\_\_\_\_ SIC Code: \_\_\_\_\_

D&B#: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

President / CEO: \_\_\_\_\_ Treasurer / Controller: \_\_\_\_\_

VP/Finance: \_\_\_\_\_ A/P Manager: \_\_\_\_\_

## HOW DID YOU HEAR ABOUT US?

### Check One:

( ) E-mail ( ) Online Ad\* ( ) Search Engine\* ( ) Magazine\* ( ) Tradeshow\* ( ) Customer\* ( ) Mailing \* ( ) Other\*

\*Please Specify: \_\_\_\_\_

## TERMS OF ACCOUNT

The terms you are requesting: ( ) Line of Credit

## TRADE REFERENCES - FILL OUT ONLY IF APPLYING FOR LINE OF CREDIT

Reference 1: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Reference 2: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Reference 3: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## TOTAL AGREEMENT

This is the final expression of the agreement between you and Rotrex Winches Corporation (Rotrex) and may not be contradicted by evidence of any alleged oral agreement. I/We undersigned being authorized on behalf of the customer, have read and agree to abide by the general condition of business shown on the Rotrex Terms and Conditions.

\_\_\_\_\_  
Prepared by (print)

\_\_\_\_\_  
Prepared by (signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Order Policy and Procedures

1. All orders require a P.O.#.
2. All rentals are 1 week minimum.
3. Monthly rates are for 28 days.
4. Daily rates are 1/7 of the weekly rates.
5. Rotrex offers discounts based upon duration of rental - determined when order is initially placed.
6. Rentals start the day after shipment if shipped by a common carrier such as UPS or FedEx. Rotrex would prefer to ship equipment collect. If it is necessary to be shipped prepaid, a charge will be added to the freight invoice.
7. For customer pick up, rentals start the day of pick up.
8. Rental stops when customer contacts Rotrex to terminate the rental and receives an off-rental release number. Rotrex would prefer for a customer to return equipment prepaid.
9. If it is required and requested for Rotrex to pre-pay for the customer's freight, a charge will be added to the customer's freight bill for this service.
10. Test certificates are available upon request.
11. Any damaged rental equipment will be evaluated. The customer will be notified via a damage report outlining the damage and cost. If no response is received within 7 days an invoice will be issued for the repairs.
12. Any lost equipment will be charged at replacement cost, and in addition, all rental fees accrued to date must be paid in full.
13. CANCELLATION FEE: A 30% of the rental or sale value of the order that had been prepared for delivery or pick-up will be the fee for cancelling the order. Any material purchased for completion of an order will be invoiced in full.
14. It is our corporate policy to make every effort possible to replace or repair any inoperable equipment as quickly as possible. If determined to be the fault of the user, all cost for the replacement or repair will be invoiced to the customer.
15. Transaction taxes on rental equipment will be charged according to the rules of all governments and municipalities in your area.
16. If you feel your order is tax exempt, proof of tax exemptions are required. Please submit via fax to (708) 598-4778 or email [ar@rotrexwinches.com](mailto:ar@rotrexwinches.com) in order to avoid being charged tax.

## Sample of Invoicing Procedure

1. Rental minimum is 1 week or 7 days
2. Monthly rates are for 28 days.  
The monthly rate is divided by 4 for the weekly rate for computer purposes.  
The weekly rate is then divided by 7 days to establish a daily rate for invoicing purposes.
3. Your invoices will show a date range that is multiplied by the daily rate to establish the charges for that particular piece of equipment.

### **Please Note:**

Rotrex Winches Rental "Time" Standard

1 Month = 4 weeks (28 days)

1 week = 7 days

### **Example Accounts Payable Process:**

Established Monthly Rate = \$2800.00

Divide the Monthly Rate by 4 to get the Weekly Rate =  $\$2800 / 4 = \$700.00$

Divide the Weekly Rate by 7 to get the Daily Rate =  $\$700.00 / 7 = \$100$  a day

Rental Period = 1 week and 5 days

Total = \$700 (the week) + \$500 (5 days) = \$1200

**Questions? Call 800-878-7305 for assistance.**

# TERMS AND CONDITIONS CONTRACT WITH ROTREX WINCHES CORPORATION

For good and valuable consideration, you and Rotrex Winches Corporation, a Texas corporation (also referred to herein as: "RWC," "Lessor," "we," "us" and "our") agree as follows:

- As used herein, "P.1" refers to the Delivery Ticket, Quote, or Order Confirmation provided to you by RWC; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented (or if applicable, sold) to you, as identified on P.1 (including any "Instructions" described in Section [or "§"] 5 below); "Site" means location (including any offshore drilling rig) identified on P.1 where the Rented Item(s) will be used; and "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1.
- You agree to rent from RWC and RWC agrees to rent to you the Rented Item(s) for the period commencing on the date and time the Item(s) is/are delivered or made available to you by RWC (the "Commencement Date") until the later of: (a) the end of the 7<sup>th</sup> day following the Commencement Date, or (b) the date and time the rental is terminated by either you or RWC (the "Term"), whereupon you will immediately redeliver (or permit RWC to retrieve) the subject Rented Item(s), regardless of where they may be located. You agree to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, for the entire Term and until all Rented Item(s) is/are returned to and accepted by RWC in the return condition required under this Contract (including § 4). All rental rates are for normal use of the Rented Item(s) in accordance with the terms hereof and the "Instructions" described in § 5. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. You agree: (i) to pay us: (a) any deposit and/or prepayment specified on P.1 (the "Prepayment") in advance of the Term; and (b) all other amounts coming due hereunder upon demand; and (ii) that: (a) we may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; (c) no Prepayment will be deemed a limit of your liability to us; and (d) all Prepayments are non-refundable unless otherwise specifically agreed in writing by RWC. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.
- You will ensure the Site is reasonably safe, secure and fit for delivery and use of the Rented Item(s) at all times during the Term. If we agree to provide any services (including delivery, operation and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); (c) ensure our personnel have full access to the Site at all times; and (d) promptly execute and return to us our "Wet Lease Addendum" (herein so called) setting forth the terms and conditions upon which our provision of such services will be based. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless RWC. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).
- You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination (including silica, beryllium and asbestos), and in good condition, properly serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent at our highest incremental rate(s) until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, the full new replacement cost of the Rented Item(s)).
- Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Rented Items), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by RWC; and (b) you: (i) have received, read and understand all applicable laws, rules, regulations, training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, EPA, OSHA, MSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA, UL, SAIA and other standards) pertaining to the Rented Item(s) and/or the use or operation thereof (collectively, "Instructions") all of which are incorporated herein; (ii) will fully comply therewith; (iii) have been offered all applicable safety items and personal protective equipment on reasonable terms; (iv) will timely obtain all applicable licenses, permits, authorizations and approvals, as well as the consent(s) of the owner(s) of the Site, prior to commencement of the Term; (v) will immediately cease using any Rented Item that malfunctions, breaks down or proves defective (a "Malfunction"); and (vi) will ensure that all other persons who use or otherwise deal with any Rented Item(s) (other than any operators we may provide pursuant to the terms of § 3) fully and timely comply with this Contract at all times.
- In the event of a "Malfunction" (as defined in § 5), you will immediately notify RWC, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or any of your agents, employees or contractors (other than any operators we may provide pursuant to the terms of § 3), then solely with respect to the Malfunctioning Item, we may, at our option: (a) repair such Item; (b) provide you with a comparable replacement item; or (c) cancel this Contract and return any unused Rent(s) and/or Deposit(s) for such Item as of the effective date of such cancellation. The foregoing remedies are EXCLUSIVE. Neither RWC nor any TPO will have any other obligation(s) regarding Malfunctions, all of which you hereby waive.
- Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), RWC owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligations to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; or (b) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. RWC may at any time: (i) substitute for any Rented Item(s) one or more other item(s) of similar utility; and/or (ii) sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who shall not be responsible for, any pre-existing obligations or liabilities of RWC.
- 8. WARNINGS: SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN OR MALFUNCTION IF IMPROPERLY INSTALLED, OVERUSED OR MISUSED. YOU AGREE TO EXERCISE, AND TO CAUSE YOUR AGENTS AND EMPLOYEES TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); AND, EXCEPT WITH RESPECT TO ANY OPERATORS PROVIDED BY OR AT THE DIRECTION OF RWC PER THE TERMS OF § 3: (A) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS AND OPERATORS SUCH ITEM(S); AND (B) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (I) abuse, misuse, overuse, conceal, repair, modify or damage any Rented Item; or (II) expose any such Item(s) to any harmful or hazardous substances or circumstances.
- 9. CERTIFICATIONS: VARIOUS FEDERAL, STATE AND/OR LOCAL JURISDICTIONS, INCLUDING WITHOUT LIMITATION, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION ("OSHA"), MAY REQUIRE THAT OPERATORS OF THE RENTED ITEM(S) BE CERTIFIED BY ONE OR MORE**

**PUBLIC, PRIVATE, AND/OR MILITARY CERTIFICATION AUTHORITIES.** You agree to fully and timely comply, and to ensure that all others who may use, operate and/or occupy any Rented Item(s) fully and timely comply with all applicable laws, rules, standards, regulations, guidelines and ordinances pertaining to each Rented Item (including without limitation, all applicable crane operator standards, rules, regulations, and certification requirements). Without limiting the generality of the foregoing, **YOU WILL ENSURE THAT, WHERE REQUIRED UNDER APPLICABLE LAW, ONLY INDIVIDUALS WHO MAINTAIN CURRENTLY VALID AND APPROPRIATE LICENSES AND CERTIFICATIONS FROM ALL APPLICABLE GOVERNMENTAL AUTHORITIES AND/OR OTHER ISSUING BODIES OPERATE OR HAVE ACCESS TO ANY RENTED ITEM(S).**

**10. RWC WARRANTS THAT EACH OF THE ITEM(S) REFERENCED ON P.1. WILL BE FREE OF KNOWN AND APPARENT (TO RWC) DEFECTS UPON COMMENCEMENT OF THE TERM. RWC IS NOT THE MANUFACTURER OR DESIGNER OF SUCH ITEM(S). ACCORDINGLY, SUCH ITEM(S) ARE OTHERWISE PROVIDED "AS-IS". EXCEPT ONLY AS OTHERWISE SET FORTH IN THIS SECTION 10 AND/OR REQUIRED BY APPLICABLE LAW, NEITHER RWC NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS OR GOOD AND WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF RWC OR ANY TPO, NOR DOES RWC OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY RWC OR ANY TPO.**

**11. INDEMNITY: INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THE ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, INSTALLATION, DEMONSTRATION, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF ANY SUCH ITEM(S) AND/OR SERVICE(S) (COLLECTIVELY, "RISKS"), EXCEPT (AND TO ONLY THE EXTENT THAT) SUCH RISKS ARISE FROM ANY: (I) BREACH OF THIS CONTRACT BY RWC AND/OR; (II) WRONGFUL OR NEGLIGENT ACT(S) OR OMISSION(S) OF RWC; (B) EXCEPT ONLY AS PROVIDED IN SUBSECTION (A), RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RWC, SUCH TPO(S), THEIR RESPECTIVE PARENTS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS (EACH, AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ALL SUCH RISKS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES); and (C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, general, special, exemplary and punitive damages, against RWC and each other Indemnitee.

**12.** You agree to maintain such policies of insurance, with such insurers, as RWC may require, but in any event, at least: (a) liability insurance coverage with minimum limits of \$2,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full new replacement cost thereof (each being specifically scheduled or within the limits of your Leased/Rented Equipment Floater); and (c) workers' compensation and employers' liability insurance. Such policies shall: (i) name RWC as an additional insured and loss payee (other than with respect to workers' compensation insurance); (ii) waive subrogation against RWC and the other Indemnitees; and (iii) be primary and non-contributory (RWC's insurance will be excess). You hereby irrevocably appoint RWC as your agent and attorney-in-fact to submit and negotiate claims on all such policies. **IF YOU FAIL TO FULLY AND TIMELY COMPLY HEREWITH, RWC MAY, AT ITS OPTION TO THE EXTENT PERMITTED UNDER APPLICABLE LAW (BUT WITHOUT BEING REQUIRED TO DO SO) OBTAIN OTHER INSURANCE MEETING THE FOREGOING REQUIREMENTS AND CHARGE YOU FOR IT (ALL OF WHICH CHARGES YOU AGREE TO PAY TO RWC IMMEDIATELY UPON DEMAND).**

**13.** Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any Addenda(um) hereto (including without limitation, any applicable Wet Lease Addendum) and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disconnect, disassemble, restrict, shut down and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, loss of use, recovery costs, repair costs, interest, attorneys' fees, collection costs and costs of court); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative. This Contract shall be governed by and enforceable under the laws of Texas. Disputes arising under and/or in connection with this Contract and/or its subject matter, shall, at the sole option of RWC, be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association at its office(s) located in or nearest to Houston, TX before a single arbitrator selected by Lessor. Judgment on the arbitrator's award shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Harris County, TX (unless waived by RWC). You consent and submit thereto, and waive all claims that such venue lies in an inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY**

**14.** RWC may, without notice or liability to you, monitor and/or inspect (in person and/or electronically) any Rented Item(s) at any time. You consent thereto and agree that all information generated thereby will be the property of RWC. If any performance required of RWC is delayed or rendered impractical as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond RWC's reasonable control), RWC will be excused from such performance. You waive the benefits of all statutes of limitations regarding RWC's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. **You authorize RWC to obtain and retain your credit information and history.** You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. **RWC's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you to RWC hereunder.** You agree to fully and timely pay: (i) our attorneys' fees and other costs of enforcing this Contract; and (ii) all taxes (including all sales, use, value added and other taxes), tolls, fines, fees, duties (including without limitation, customs duties), impounds, assessments and other charges related to each Item, this Contract and/or the subject matter hereof (excepting only taxes based on the income of RWC). Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any of our rights or remedies.

**15.** This Contract, and any Addenda provided by RWC (including without limitation, our Wet Lease Addendum, if applicable), each of which is incorporated herein as if set forth in full, represent the entire agreement between you and RWC, superseding all other oral and written agreements and representations. All handwritten and other attempted modifications to this Contract (including without limitation, any contrary or conflicting terms included on any Purchase Order, Invoice, or other document(s) you may provide) are hereby objected to, and shall not be enforceable against RWC, unless separately and specifically agreed to in writing by an authorized officer of RWC. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. Except only as set forth herein, this Contract cannot be further amended or extended except in a writing signed by both you and RWC. **Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from RWC at any time (except only as otherwise agreed by RWC).** This Contract: (a) has been specifically negotiated by the parties hereto (each waiving any right to claim it constitutes an "adhesion contract"); (b) cannot be modified except as provided herein or as agreed in writing by RWC; and (c) shall bind and be enforceable by you, RWC, the other Indemnitees and their respective permitted successors and

assigns (there being no other third-party beneficiaries hereto). Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

16. Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that § 6 shall not apply. **ALL SALES ARE FINAL**. All item(s) not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)".

17. **WARNING:** Wrongfully obtaining or withholding property and/or services of another which are available only for compensation may be deemed **THEFT**, resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. See Texas Penal Code § 31.04, *et seq.* and its/their successor provision(s) for details.

The undersigned Lessee acknowledges and agrees that, from time to time, it may rent one or more additional Item(s) from RWC. By signing below, Lessee acknowledges and agrees that it will be bound by the foregoing Terms and Conditions with respect to each Item identified on the applicable P.1, each time it receives such Item(s), **WITHOUT THE NECESSITY OF SIGNING A NEW AGREEMENT IN EACH INSTANCE. LESSEE'S RECEIPT OF SUCH ITEM(S) NOW OR AT ANY TIME IN THE FUTURE, WHETHER DIRECTLY OR THROUGH ONE OR MORE OF LESSEE'S AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, SHALL CONSTITUTE LESSEE'S ACKNOWLEDGMENT OF, AND AGREEMENT TO, THE TERMS HEREOF (AND OF EACH APPLICABLE "P.1") IN EACH SUCH INSTANCE.**

**IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:**

You, for yourself and for the "Customer / Lessee," acknowledge and agree that you have carefully reviewed, fully understand, **and agree to** all of the terms and conditions set forth above as well as "P.1" as defined in §1 above, and that you have received a complete and legible copy of this Contract.

**SIGNATURE OF/FOR CUSTOMER / LESSEE:**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_