Equipment Rental Terms and Conditions

1. DEFINITIONS. As used in these Terms and Conditions (hereinafter, "Terms"), "SAI" means SAI Drive Solutions. Where appropriate, "SAI" shall include employees, agents, and representatives of SAI and Customer may be referred to herein individually as "Party" or collectively as the "Parties".

2. TERMS OF SALE/RENTAL. Should Customer offer to purchase and/or rent any equipment ("Equipment") from SAI, SAI's acceptance of such offer is expressly conditioned upon Customer's assent to the terms and conditions set forth in these Terms. Any term, provision, or condition in conflict with, in addition to, or in modification of these Terms shall not be binding upon SAI unless such term, provision, or condition is accepted in writing by an authorized officer of SAI. SAI's failure to object to any term or condition contained in any communication between the Parties shall not be deemed a waiver of any provision of these Terms. These Terms are not an acceptance of any offer of Customer to purchase and/or rent, and all offers or orders to purchase and/or rent made by Customer must be approved and accepted by SAI. These Terms shall be applicable whether or not they are attached to, or enclosed with, any Equipment that is sold or rented. To hold an order by Customer, SAI must first receive a valid and proper Purchase Order ("PO"). SAI shall rent the Equipment to the first party to provide a valid and proper PO. If Customer fails to timely provide SAI with a valid and proper PO, SAI shall not be responsible or liable in any way for renting the Equipment to a third party.

3. PRICES. Prices are subject to change without notice to Customer. All prices are exclusive of any present or future sales, revenue, or excise tax, value added tax, turnover tax, import or export duty, or any other tax applicable to the manufacture and sale of any Equipment. Such taxes shall be paid by Customer. Unless agreed to in writing by the Parties, prices quoted by SAI are those current at the date of quotation and shall be subject
to variation by SAI. Prices quoted by SAI shall expire thirty (30) days from the date of quotation unless SAI receives a valid and proper PO before the end of the thirty (30) day period.

4. PAYMENT TERMS. Unless otherwise noted, the net amount due shall be paid in full within thirty (30) days of the invoice date. Amounts unpaid after the due date shall accrue interest of 1% per month. SAI reserves the right to require payment in advance or C.O.D. If partial shipments are made, payments shall become due in accordance with the designated terms upon submission of invoices.

5. TITLE AND DELIVERY. All domestic and international deliveries shall be Ex Works ("EXW") (Incoterms 2000) ("Delivery") SAI's location, or such other facility designated by SAI. Risk of loss and title to all Equipment furnished by SAI shall pass directly to Customer at SAI's location pursuant to the delivery terms in this paragraph 5.0. All Delivery dates are estimates and under no circumstances does SAI guarantee date of Delivery. SAI shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment.

6. EQUIPMENT DAMAGE OR LOSS. Should Customer rent Equipment from SAI, the following provisions apply: ◦In the event that any of SAI's Equipment is lost or damaged, Customer shall continue to pay rent on the Equipment until Customer pays SAI the full cost to repair the Equipment or the full replacement cost (i.e. the retail cost) of the Equipment. Customer shall be responsible for any loss or damage to SAI's Equipment, material or supplies, either transported by Customer or by conveyance arranged for by Customer.

7. EQUIPMENT RENTAL. In the case of rental Equipment, Customer shall be liable for the return of the Equipment to SAI's warehouse in the same condition the Equipment was in at the time the Equipment was received by Customer, ordinary wear excepted. As specified by SAI, certain Equipment shall be tarped when hauled to Customer's location and when returned to SAI. If Customer fails to comply with this tarping requirement, SAI reserves the right to charge Customer for any resulting damage.

8. CANCELLATION OR REVISIONS. Any order may be cancelled or revised by Customer only upon written approval by an authorized officer of SAI, said approval to be in SAI's sole discretion. Should SAI approve cancellation or revision of an order, Customer shall pay the cancellation or revision charges specified in said approval. Any cancellation or revision charges shall take into account expenses previously incurred, commitments made pursuant to or in reliance upon such order, whether or not such commitments are legally binding on SAI, and any other factors considered relevant by SAI. In the event that SAI does not approve cancellation or revision, Customer shall remain liable to SAI for the full price of the Equipment ordered.

SAI Initials:_____ Renter Initials:_____

Equipment Rental Terms and Conditions (cont.)

9. LIMITED WARRANTY. Except as specified below, Equipment sold hereunder shall be free from defects in materials and workmanship and shall conform to SAI's published specifications or other specifications furnished by SAI, subject to the standard manufacturing variations and practices of SAI, for a period of twelve (12) months from the date of Delivery of the Equipment. This limited warranty does not apply to any Equipment which has been subject to misuse, neglect, accident, or modification. SAI shall make the final determination as to whether the Equipment is defective. SAI's sole obligation for Equipment failing to comply with this warranty shall be, at its option, to either repair, replace, or issue credit for the nonconforming product where, within fourteen (14) days of the expiration of the warranty period, (i) SAI has received written notice of any nonconformity, (ii) Customer has returned the nonconforming Equipment to SAI after SAI's written authorization, and (iii) SAI has determined that the Equipment is nonconforming and that such nonconformity is not the result of improper use. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL HAVE NO RIGHT TO "COVER" BY PROCURING SUBSTITUTE EQUIPMENT AT THE COST OR EXPENSE OF SAI. Customer may not pass this warranty to any third-party purchaser of SAI's Equipment. In the case of rental Equipment, SAI will provide Customer with technical support via telephone or onsite, if necessary. In the event that the Equipment is malfunctioning and technical support fails to remedy the problem, SAI will service the Equipment at SAI's facility. Should the repairs be unsuccessful, SAI will send Customer replacement equipment and will pay the associated freight costs. THE FOREGOING REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE.

10. INDEMNITY AND RELEASE. CUSTOMER AGREES TO INDEMNIFY SAI AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, ASSIGNS, OFFICERS, AND EMPLOYEES AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM CUSTOMER'S USE OF THE EQUIPMENT. BY USING SAI'S EQUIPMENT, CUSTOMER HEREBY AGREES TO RELEASE SAI AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, OBLIGATIONS, DAMAGES (ACTUAL OR CONSEQUENTIAL), COSTS, AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER THAT CUSTOMER MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR TO THE EQUIPMENT.

11. LIMITATION OF DAMAGES. Customer's sole remedy for a breach of these Terms is the recovery by Customer of the contractual value of the Equipment provided, or to be provided, by SAI. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT IS CUSTOMER OR ANY THIRD PARTY ENTITLED TO THE RECOVERY OF INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES. Such incidental or consequential damages include, but are not limited to, the cost of labor, rework charges, delay, lost profits, or loss of good will. Customer agrees and acknowledges that no special circumstances are present or contemplated by the Parties that would entitle Customer to consequential or special damages.

12. NO LICENSE. Unless expressly provided, nothing within these Terms shall be construed as conferring Customer a license to use any of SAI's or any third party's intellectual property and proprietary rights.

13. INTELLECTUAL PROPERTY. Customer acknowledges and agrees that SAI's Equipment is protected by copyright, trademark, patent, or other proprietary rights of SAI, its parent companies, subsidiaries, and affiliates. Except as expressly provided to the contrary, Customer agrees not to modify or alter any of the intellectual property made available by SAI in connection with the Equipment. Customer further agrees not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Equipment or any software used in connection therewith.

14. MODIFICATIONS. The terms, conditions, and limitations set forth in these Terms may be modified, altered, or added to at any time by a subsequent written instrument signed by an authorized officer of SAI.

15. NO ASSIGNMENT. Customer agrees not to assign or otherwise transfer its rights or obligations under these Terms without prior express written consent of SAI. These Terms shall be binding on and inure to the benefit of the Parties to these Terms and their respective successors and permitted assigns.

SAI Initials:_____ Renter Initials:_____

Equipment Rental Terms and Conditions (cont.)

16. FORCE MAJEURE. SAI shall not be liable for any delay in providing the Equipment or any other failures in performance due to acts beyond its control. Such acts shall include, but are not limited to, acts of God, embargo, stoppage of labor, failure to secure materials or labor from usual sources of supply, riots, acts of war, fire, communication line failures, and acts of governmental or military authorities.

17. MEDIATION. In the event of any dispute with respect to these Terms or performance of the Parties hereunder which cannot be reasonably settled by the Parties, SAI and Customer agree to submit the dispute to mediation prior to initiating any litigation.

18. GOVERNING LAW. These Terms are intended by the Parties to be governed and construed in accordance with the laws of the state of Texas.

19. TERMS ARE BINDING AND CONTROLLING. Customer voluntarily elects to be bound by all of the terms and provisions contained herein. These
Terms are controlling and supersede any prior agreement(s) made between the Parties hereto related to the same subject matter.

20. SEVERABILITY. Every provision of these Terms is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of these Terms provisions similar in terms as necessary to render such provision legal, valid, and enforceable.

21. NON-WAIVER. SAI's failure to enforce any or all of these Terms shall not constitute a waiver of its rights with respect to the same or any subsequent breach.

22. RELATIONSHIP OF PARTIES. Customer acknowledges and agrees that nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

23. ATTORNEY'S FEES. If any action or proceeding shall be commenced to enforce these Terms, or any right arising in connection with these Terms, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party, reasonable attorneys' fees, costs, and expenses incurred by such prevailing Party in connection with such action or proceeding.

24. ENTIRE AGREEMENT. These Terms state the entire agreement between the Parties and supersedes all prior proposals and understandings, whether oral or written, and all other prior communications between the Parties relating to the subject matter of these Terms.

RENTER

Company: _____
print company name

Name: _____
print name

Name: _____
signature

Date: _____

SAI Drive Solutions

rec by: _____
print name

rec by: _____
signature

Date: _____