



TERMS & CONDITIONS

1. Scope

Customer has agreed to rent or purchase the products (the “Products”) and/or equipment (the “Equipment”) from Total Safety bvba, BV, GmbH, Ltd (Total Safety) and/or has requested that Total Safety perform the safety services (the “Services”) set forth in the Proposal, invoice or other document attached hereto. These terms and conditions (the “Agreement”) shall apply to all Products, Equipment and Services provided by Total Safety, and any purchase, service or work order issued by Customer shall be for informational purposes only, to describe the particular Products, Equipment or Services, and shall not modify or change any provision of this Agreement. Any rates set forth on the attached document are subject to adjustment annually.

2. Selection of Equipment, Products and Services

Customer is responsible for selecting all Products and Equipment and ensuring that Products and Equipment are of a size, design, capacity, and manufacture adequate for Customer’s needs and, with respect to Services, for determining the experience, level of authority, and number of personnel to sufficiently comply with Customer’s safety requirements for the project. All Services will be provided pursuant to Customer’s safety policies, procedures and manuals. To the extent the Services include safety and/or health professionals to supplement or augment Customer’s existing safety or health staff, such services shall be supplied in accordance with Customer’s specifications and Customer shall be responsible for providing adequate training and supervision. Customer has selected the Services, Products and/or Equipment on the basis of its own judgment and expressly disclaims reliance upon any statements, representations or warranties made by Total Safety.

3. Use of Equipment or Products

Customer warrants and represents that anyone using the Products and/or Equipment has received complete instructions, both in classroom and hands on, on the proper use and limitations of the Products and Equipment. Customer’s acceptance of the Products and Equipment certifies that its agents, servants, and employees have been properly and fully trained in the use and limitations of the Products and Equipment and Customer hereby agrees to assume all liability for use of the Products and Equipment. Customer is solely responsible for appropriate care and maintenance of any Equipment while being rented by Customer. Customer agrees to comply with all operating and maintenance instructions and recommendations provided by Total Safety, including any additional operating and maintenance instructions specified from time to time and with all applicable laws governing the operation and use of the Products or Equipment, including but not limited to any applicable motor vehicle laws or OSHA regulations.

4. Ownership and Use of Rental Equipment

Title to Equipment shall at all times be and remain with Total Safety, which shall remain the sole and exclusive owner of the Equipment. Customer shall have no right, title, or interest in the Equipment except as expressly set forth herein. Customer shall not affix the Equipment to any premises such that any Equipment becomes a fixture. Customer shall use the Equipment only at Customer’s facility and shall not assign this Agreement or remove, sublease, rent, transfer, assign, sell, alter, modify, or encumber the Equipment without Total Safety’s prior written consent.

TERMS & CONDITIONS

5. Rental Period

Equipment is rented on a daily basis. The rental period includes all calendar days and shall commence on the date the Customer receives the Equipment, provided the Equipment was shipped for next business day delivery, and shall continue upon the terms of this Agreement until the date the Equipment is received by Total Safety at the location specified by Total Safety.

6. Rent

Customer shall pay Total Safety for the use of the Equipment at the rates set forth on the proposal or invoice attached hereto, including applicable VAT. The Customer will be billed by Total Safety on a weekly basis commencing two weeks after the Customer receives the Equipment, or when the Equipment is returned, whichever comes first. If parts are shipped with the Equipment, an invoice for the parts will be generated immediately for parts only. Pricing will be at such rates as then in effect at Total Safety. Rental rates hereunder shall not be subject to reduction on account of non-working time. Total Safety shall not be liable for rental reductions or rebates if the Equipment is not in operating condition or is not available for use during the term of this Agreement due to matters beyond Total Safety' control.

7. Payment

All Payments shall be made within thirty (30) days of receipt of invoice.

8. Late Charge

If any payment hereunder is not paid when due, Customer agrees to pay in addition to the amount of the overdue payment a late charge of one and one half percent (1.5%) of the amount of the overdue payment per month. In addition, Total Safety shall have the right to terminate this Agreement and take immediate possession of any Equipment rented hereunder. In any action to collect amounts due under this Agreement, Total Safety shall be entitled to recover its costs and reasonable attorney's fees.

9. Recalibrations/Maintenance Fees

In addition to rent, the Customer shall pay a one-time or after use recalibration/ maintenance fee. Customer will provide any necessary storage or protective covering. If Total Safety determines that the Equipment maintenance is in excess of that required as a result of normal wear and tear, Total Safety may charge the Customer for these additional costs.

10. Security Deposit

Prior to the rental of Equipment, Total Safety may require that Customer deposit with Total Safety a security deposit or pre-payment for all Equipment, as security for performance of all Customer's obligations hereunder. Upon termination of this Agreement and proper return of the Equipment, the security deposit shall be returned to Customer after deducting any amounts due Total Safety from the Customer. Amounts deducted from the deposit may be charges for cleaning, recalibration, decontamination, maintenance, or replacement. A security deposit does not remove the Customer's responsibility for the timely payment of rent and is not given in lieu of rental payments, but in addition to rental payments.



TERMS & CONDITIONS

11. Taxes and Indemnification

Customer agrees to pay and discharge when due any and all taxes and governmental charges of any kind or character, federal, state, county, or municipal, which may be levied and/or assessed at any time by reason of the Products, rental of the Equipment, or the Services and interest and penalties, if any, on such taxes or charges, and Customer will at all times fully protect and save Total Safety and its successors and assigns harmless from and against any such taxes, governmental charges and interest and penalties thereon and not allow any liens to be assessed against the Equipment.

12. Delivery

Rental Equipment is provided FOB shipping. Unless Customer notifies Total Safety to the contrary within forty-eight (48) hours after obtaining possession of the Equipment, it shall be conclusively presumed that the Equipment was delivered to Customer in good operating condition. Customer shall not make upgrades, install engineering changes, or perform non-routine maintenance, adjustments, or repairs without the express written consent of Total Safety. Total Safety or its agent may inspect the Equipment at any time.

13. Rental Return and Maintenance

At the end of the rental period, the Equipment shall be returned to Total Safety at Customer's cost. Customer shall return the Equipment in good operating condition, normal wear and tear accepted, and Customer shall clean and decontaminate all Equipment in accordance with all established requirements and in compliance with all federal, state or local laws, rules, regulations, or safety codes, including but limited to the Occupational Safety and Health Act (OSHA) and the Resource, Conservation and Recovery Act (RCRA). Total Safety shall be the sole judge of the repairs and maintenance necessary to place the Equipment in good repair and operating condition, the cost of which Customer agrees to pay.

14. Failure to Return Equipment and Late Rental Returns, Insurance

Customer will unconditionally protect, indemnify, and save Total Safety harmless against any and all loss or damage to the Equipment during the term of this Agreement, whether by fire, flood, accident, explosion, theft, or otherwise, and for this purpose Customer shall at Customer's own expense insure the Equipment against loss that may occur or be caused by fire, flood, accident, explosion, theft or otherwise, and liability of any and every kind and provide evidence of such insurance.

If Equipment is not returned for any reason, Customer shall remit the listed purchase price of such item to Total Safety within thirty (30) days of statement of loss, or the rental rates shall continue to accrue. If an item previously designated as "lost" is found and returned within sixty (60) days of the statement of loss, the Customer shall be credited with the amount paid for that item, less a fifteen percent (15%) restocking fee and any maintenance costs.

15. Return of Products

Customer may return the Products in the same condition it was received within thirty (30) days of purchase, subject to a fifteen percent (15%) restocking fee, net cost of shipping. For custom or special Products, this return policy does not apply.

TERMS & CONDITIONS

16. Default

If Customer fails to use and operate the Equipment in a prudent, safe and proper manner to avoid abuse and abnormal wear and tear, or if Customer neglects or refuses to comply with the operating standards specified by Total Safety, or refuses to pay Total Safety for any damage to the Equipment caused by other than ordinary wear and tear resulting from proper use and operation, or if Customer fails to make a monthly payment when due, or if Customer becomes insolvent or makes an assignment for the benefit of creditors or files a Petition in Bankruptcy or if a receiver is appointed for the Customer's business, or if a Customer fails to comply with any of the other terms and conditions of this Agreement, or otherwise breaches this Agreement, such shall constitute a default hereunder and Total Safety may thereupon exercise all rights and remedies as are accorded hereunder or otherwise provided by law. In the event of default, Total Safety may do any or all of the following without notice or demand: (1) declare all rental payments hereunder to be immediately due and payable, (2) terminate this Agreement and the Customer's right to possess and use the Equipment, (3) enter the premises where the Equipment may be and repossess and remove the Equipment by any method or manner permitted by law, (4) sue for and recover from Customer all rentals due hereunder and all costs and expense incident to repossession and (5) pursue any other remedy permitted by law. Customer also agrees to pay upon request all collection and legal costs, including reasonable attorney's fees and court costs, incurred by Total Safety to the extent permitted by law.

17. Warranty

For all Products or Equipment sold under this Agreement, Total Safety warrants that all such Products will (a) conform to Customer's written specifications, descriptions and/or samples, (b) unless otherwise specified by Customer, will be new, and (c) be free of any and all liens and other encumbrances. Further, Total Safety assigns to Customer any and all manufacturers' product warranties and remedies thereunder applicable to such Products or Equipment. Equipment or Products found to be defective within one year of delivery will be replaced by Total Safety provided it is returned to Total Safety's regular place of business or such other place of business designated by Total Safety during normal working hours. Services shall be performed diligently, efficiently, in a safe and workmanlike manner in accordance with Agreement and generally consistent with practices applicable to such Services in the area in which the Services are to be performed. Defective Services shall be re-performed. Other than as set forth herein, Total Safety makes no warranties whatsoever in respect to the Services, Products or Equipment and Customer expressly waives any other warranty or representation, either express or implied, including without limitation, any warranty or representation as to the design, quality, or condition of the Products or Equipment or any warranty of merchantability or fitness for any particular purpose, and all other warranties, implied, and statutory, or as to any other matter relating to the Products or Equipment or any part thereof, are expressly disclaimed.

18. Exclusive Remedy

Customer's sole and exclusive remedy for breach of warranty, tortious conduct, breach of contract, or any other cause of action against Total Safety or its officers, agents or employees, if any, shall be limited to the warranty set forth herein. Customer specifically



TERMS & CONDITIONS

understands and agrees that no other remedy (including but not limited to claims for incidental, special, consequential, or punitive damages for any cause whatsoever or injury to persons or property or any other consequential, economic, special or incidental loss) shall be available to Customer.

19. Indemnification of Customer

With respect to all Services provided by Total Safety, each of Total Safety and Customer shall, to the extent permitted by law, indemnify, defend, and hold harmless the other from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the negligence, willful misconduct, breach of this Agreement, or violation of law of or by the Indemnitor. Further, in the event the parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative fault or negligence. The claims, demands, complaints, and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions. In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, tort, or under any other theory of liability.

20. Insurance.

With respect to any Services provided by Total Safety, upon request of Customer, Customer shall be named as an additional insured on Total Safety's policies of insurance to the extent of Total Safety's indemnity obligations under this Agreement.

21. Indemnification of Total Safety

With respect to the purchase or rental of all products and equipment, customer shall indemnify, hold harmless, and defend Total Safety from any and all claims, actions and damages, including reasonable attorney's fees, arising out of the products and/or equipment and their respective use, possession, operation, condition, maintenance, or return, including without limitation, any claims arising out of the alleged negligence or strict liability of Total Safety or conditions caused or created in whole or in part by Total Safety, which obligations shall survive termination of this agreement.

22. Packaging

Total Safety endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Customer, no shipments are insured by Total Safety against damage or loss in transit. Total Safety will place insurance as nearly as possible in accordance with Customer's written instructions but in such case Total Safety acts only as agent between insurance company and the Customer, and assumes no liability whatsoever.

TERMS & CONDITIONS

23. Drawings

All drawings, diagrams, specifications and other material furnished by Total Safety and identified as confidential relating to the use and service of articles furnished hereunder and the information therein are proprietary to Total Safety. Such material has been developed at great expense and contains trade secrets of Total Safety. Customer may not reproduce or distribute such materials except to Customer's employees who may use the articles as part of their duties. All such materials relating to the articles supplied directly by Total Safety (except information as may be established to be in the public domain or disclosed pursuant to judicial government action) shall be received in confidence and Customer shall exercise reasonable care to hold such information in confidence.

24. Force Majeure

If either Party is unable to perform its obligations under this Agreement or any Service Order as a result of a Force Majeure Event and the affected Party notifies the other Party, the Service Order or a particular Service may be terminated by the affected Party giving notice to the other Party that the Force Majeure Event is of sufficient duration to substantially diminish the affected Party's ability to perform under this Contract.

For purposes of this paragraph, a Force Majeure Event shall be defined to mean any event beyond the control of the affected Party which prevents the performance of that Party's obligations under this Agreement, including, without limitation, earthquakes, hurricanes, fires, and other physical natural disasters; Acts of War, terrorism, riot, civil war, blockade, insurrection or civil disturbances; or acts of a governmental entity, agency or other authority that prevents or makes unlawful performance under this Agreement.

25. Entire Agreement

The terms set forth herein constitute the entire Agreement between Total Safety and Customer with respect to the Products, Equipment and the Services, and shall not be amended except in a writing signed by both Parties.

26. Governing Law, Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the country where the work is performed applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of law's provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the country where the work is performed and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.