



## Oskar Air Products, Inc

PO Box 1279  
Youngsville, NC 27596  
Phone (919) 570-2862 Fax (919) 570-2863

### CONDITIONS OF THIS RENTAL AGREEMENT

- Rental Period.** The rental period begins when the equipment covered by this agreement is loaded for transit and continues until the equipment is returned to Oskar Air Products, Inc warehouse: 95 Cypress Drive Youngsville, NC 27596.
- Terms.** All invoices are billed net and are due upon receipt. Accounts over 30 days will be charged interest at the rate of 2% per month. If account is turned over for collections the additional collections amount will be added to the account. These terms and conditions cannot be waived or modified except in writing signed by an authorized Oskar Air Products, Inc representative and shall be construed according to the laws of the State of North Carolina.
- Recalling and Returning Notice.** Oskar Air Products, Inc may recall any or all equipment upon thirty days written notice to the lessee and the lessee may return any or all equipment upon like notice to Oskar Air Products, Inc.
- Maintenance, Operation and Repairs.** The lessee shall not make any alterations, additions or improvements to the equipment without Oskar Air Products, Inc prior written consent. The lessee shall at lessee's expense operate and maintain the equipment rented within the manufactures guidelines and return it in the same condition in which it was received. The equipment must be returned clean from all hazardous material and without filters. If the equipment requires maintenance or repair while in service, and lessee elects not to perform the maintenance or repair, Oskar Air Products, Inc will send a qualified mechanic to maintain or repair it. Lessee will be charged for travel time, mileage, labor and parts, at Oskar Air Products, Inc regular rate. If it becomes apparent that the problem is Oskar Air Products, Inc responsibility, Oskar Air Products, Inc will absorb the cost of time and material required for repair.
- Inspection.** Lessee will be deemed to have accepted the equipment in good condition unless lessee notifies Oskar Air Products, Inc of problems within twenty-four hours of equipment arrival. If any problems arise at any time, lessee will notify Oskar Air Products, Inc office indicated on the face of this contract, followed by a written confirmation sent by U.S. mail or FAX. Oskar Air Products, Inc shall have the right at any time to inspect the equipment on site.
- Damage To Equipment.** The lessee shall be liable to the lessor for all loss or damages to the equipment while it is in the possession of the lessee. Either party shall advise the other within seven days of the receipt of the equipment of any shortages or damage claim which it might have against the other and unless such notice is given within such period such claim for shortage or damage shall be invalid an unenforceable.
- Liability Of Lessee.** Lessee shall be liable for injury, disability, and/or death of workers or other persons caused by the operation, handling or transportation of equipment during the rental period and shall indemnify Oskar Air Products, Inc against all such liability. The lessee shall also indemnify and save harmless Oskar Air Products, Inc against all loss, expense, damages and/or penalty or penalties which may arise out of any action for damages to property or person occasioned by the operation, handling or transportation of the equipment during the rental period.
- Insurance.** The lessee shall maintain public liability and property insurance to protect the lessee and Oskar Air Products, Inc against damage to property or persons from the operation, handling or transportation of the said equipment during the rental period. In addition, the lessee shall insure the equipment against loss by fire, theft or damage including without limitation damage due to lightning, freezing temperatures, wind, flood or other natural causes. The lessee shall also provide such other insurance as may be requested by Oskar Air Products, Inc in advance of shipment to the lessee.
- Legal Expenses.** The lessee will pay all costs, charges and expenses including reasonable legal fees incurred in retaking possession of the equipment hereby rented or in the collection of any such sums which may be due Oskar Air Products, Inc by the lessee, including the defense of any action brought against Oskar Air Products, Inc for damages caused by the equipment to any person while such equipment is in the possession of the lessees. The equipment shall be deemed to be in the possession of the lessee for all purposes of this agreement from the time it is loaded for transit to the lessee until it has been returned by the lessee to Oskar Air Products, Inc warehouse or such other point as Oskar Air Products, Inc shall in writing direct.
- Subletting.** No equipment shall be sublet by the lessee nor any interest in this agreement assigned or transferred without the consent in writing of Oskar Air Products, Inc.
- Termination Of This Agreement.** Should the lessee fall in making payment in accordance with the terms of this agreement or become bankrupt or make an assignment or fail to maintain and /or operate or to return the equipment as provided by this agreement or substantially violate any provision thereof, Oskar Air Products, Inc may, after three days notice in writing thereof terminate this agreement, take possession of the equipment wherever it may be found without becoming liable for damages for trespass, and recover all rental due together with any damages for injury to the equipment, and all expenses incurred in returning and repossessing the equipment.
- Warranty.** The equipment rented hereunder has been selected by lessee for lessee's own purpose, and except for satisfactory rated operation of the equipment, Oskar Air Products, Inc makes no claim or warranty of performance beyond stated rated capacity, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Oskar Air Products, Inc liability under this Section 12 is limited to repairing or replacing ( Oskar Air Products, Inc discretion) any equipment not performing according to rated operation. In the event that the equipment fails to perform adequately, Oskar Air Products, Inc will undertake to repair or replace the equipment is such repair or replacement is feasible but under no circumstance is Oskar Air Products, Inc liable for any losses, including but not limited to loss of income, sustained by lessee due to equipment performance problems.
- Authority Of Agents.** The execution hereof by an agent of lessee conclusively establishes the authority of said agent to contract herein, unless Oskar Air Products, Inc receives written notification to the contrary within five days after either (1) the use of the equipment by lessee, or (2) receipt of copy hereof, whichever first occurs.
- Sales Tax.** The lessee shall pay all applicable state and local sales and use taxes.
- Ownership Of Equipment, Encumbrances.** The equipment is and shall at all times remain, the property of Oskar Air Products, Inc, and the lessee shall have no right, title or interest therein or thereto except as expressly set forth herein. The equipment is and shall at all times remain, personal property not withstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to personal property. The lessee shall keep the equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give Oskar Air Products, Inc prompt notice of any attachment or judicial process affecting the equipment.
- Limited Liability.** IN NO EVENT SHALL THE LESSOR BE LIABLE TO THE LESSEE OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.
- Scope Of Damages.** OSKAR AIR PRODUCTS, INC. LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE TOTAL RENTALS, IF ANY, RECEIVED FROM THE LESSEE BY OSKAR AIR PRODUCTS, INC. FOR THE EQUIPMENT WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.
- Entire Agreement, Governing Law.** This contract constitutes the entire agreement between Oskar Air Products, Inc and the lessee and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties relating to the equipment. This contract shall be governed by the laws of North Carolina applicable to contracts made and to be performed in North Carolina.

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

Date: \_\_\_\_\_

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