

Terms and Conditions

The Terms and Conditions of Rental as set forth below are exclusive and in lieu of all other terms and conditions appearing on Renter's application to rent or elsewhere, and apply to all quotations made and orders accepted by the Company (York International Corporation, a Johnson Controls company), unless specifically stated to the contrary on the face of this or the rental order or quotation. The Company is not responsible for typographical or clerical errors made in any quotations, orders or publications. All such errors are subject to correction.

- I. **Contract Formation:** The Renter's acceptance of the given quotation and these terms and conditions shall constitute the entire rental agreement.
- II. **Cancellations:** A cancellation charge of the greater of 50% of the first month's rent or \$500 shall be assessed for a cancellation prior to delivery of Equipment to the carrier.
- III. **Title; Rent; Security Deposit; Freight:** Title to the Equipment shall at all times remain in the Company; Renter shall give prompt notice to the Company in the event the Equipment or any part of it becomes levied upon, or liable to seizure. Monthly rental appears on the rental order or quotation to which this is attached. At the option of the Company, a security deposit equal to one month's rent may be required and must be paid with the rental order and first month's rent. The rental term begins when the Equipment leaves the Company's facility, and ends when the Equipment is returned to the Company's facility and is in the same condition as at beginning of the rental term, less normal wear and tear.
- IV. **Freight:** Freight is F.O.B. the Company's facility; round trip freight, plus a 10% freight handling charge will be billed and due with the first month's rent, and shall constitute additional rent. Equipment must be shipped on an open air ride trailer both directions, and must be off loaded and reloaded by the Renter. **NOTE:** *When calling the Company regarding Freight, Please ask for the Service Dispatcher.*
- V. **Taxes, Charges or Levies:** All governmental charges, taxes and levies, including without limitation federal, state and local excise and lease taxes, and all license fees will be added to the rental price and shown as a separate item on the invoice, and shall constitute additional rent.
- VI. **Startup Services:** Startup MUST be performed by the Company or its authorized agent. The Company's supplied startup services will be quoted by Company at the time the startup is required, plus out-of-pocket expenses, all of which shall constitute additional rent. Forty-eight hour startup notification is required. **NOTE:** *When calling the Company for startup service, please ask for the Service Dispatcher.*
- VII. **Payment:** The first month's rent and security deposit (if any) is due in advance with Renter's rental order; additional rent provided for herein is due as invoiced. Subsequent month's rent is due on the first day of each rental period. Late payments are subject to a 1.5% per month late payment charge. Failure to meet payment terms automatically voids this contract and all warranties. At the Company's discretion, rental Equipment on delinquent contracts may be removed at Renter's expense by a contractor chosen by the Company, with all resultant costs constituting additional rent.
- VIII. **Delivery: Force Majeure:** The promised delivery date is the best estimate possible based on current circumstances. The Company assumes no liability for loss, damage or consequential damage due to delays in delivery. The Company is not liable for damage or delay in delivery arising from causes beyond its control and without its intentional or grossly negligent act, such causes including without limitation, acts of God or public enemies, acts of a government in its sovereign or corporate capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
- IX. **Warranty; Disclaimer:** The Company warrants that the Equipment will be delivered to the carrier in serviceable condition. Following startup by the Company, Renter shall keep the Equipment in good operating condition, including without limitation proper operation, applicable inspections and routine preventative maintenance. In the absence of prior written consent of the Company, Renter will not contract for repair services. Operational problems with rental Equipment must be handled through the Company. UNAUTHORIZED SERVICE WILL NOT BE ELIGIBLE FOR CREDIT AND WILL VOID ANY AND ALL WARRANTIES. When service or repairs are required, the Company will provide same on a straight time basis only. If Renter requests overtime service, the difference between straight time and overtime will be invoiced to Renter. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR OTHERWISE AND/OR ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE INSTALLATION AND USE, OR INABILITY TO INSTALL OR USE, THE EQUIPMENT. It is expressly understood and agreed that the Company's liability for damages or loss of any kind whatsoever shall not exceed the Equipment rent.
- X. **Customer Responsibility; Security; Equipment; Pickup:** Renter is responsible for employing only operators of the Equipment who are competent to perform their duties, and for proper operation thereof (proper operation is defined as that which is consistent with manufacturer's operating procedures, and with the Company's specific instructions), routine maintenance, and all damage due to improper loading, unloading, maintenance or operation, to vandalism, or to any act of God, during the rental period. Renter hereby indemnifies and holds the Company harmless against all loss, cost and expenses, including without limitation legal and court expenses, and penalties arising on account of damage to property occasioned by negligent operation, handling or transportation of the Equipment during the rental period. Renter shall insure the Equipment to its full insurance valuation as specified in the rental quote, against all perils, and naming the Company as either co-insured or loss payee, as its interest may appear. In the event of loss of or damage to the Equipment, Renter shall continue to pay the Company all rental fees according to the rental schedule during any and all periods of evaluation, determination and disposition of insurance coverage or lack of coverage. Modifications to the Equipment are not allowed, without prior written consent of the Company. Renter is responsible for proper draining of all heat exchangers to prevent freezing damage during transit, and for removal of all hazardous fluids and/or substances from heat exchangers prior to returning the Equipment to the Company. *Any fluids remaining will be treated as hazardous waste, and all costs to remove*

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- and dispose thereof will be billed to Renter. Pickup of Equipment must be coordinated and conducted pursuant to Paragraph IV above; five working days notice are required for Equipment pickup.
- XI. Decommissioning:** Renter must return Equipment in the same condition as supplied, less normal wear and tear. Renter must keep a log sheet covering the rental period, showing all uses and maintenance of the Equipment. Failure to furnish such a log sheet shall require the Company to cause such information to be obtained and recorded, at Renter's expense. The Renter covenants and agrees not to remove or obliterate any identifying or warning plate, sign or decal placed on the Equipment by the Company. Advanced proper notification required - Renter must notify the Company's Service Coordinator to schedule Company technician to assist in decommissioning.
- XII. Responsibility for Damage or Loss:** THE COMPANY DISCLAIMS LIABILITY FOR ANY DAMAGES (INCLUDING INCIDENTAL SPECIAL AND CONSEQUENTIAL DAMAGES) FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY AND ALL EQUIPMENT, PARTS AND COMPONENTS SUBJECT TO THIS RENTAL AGREEMENT ("THE EQUIPMENT") EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE COMPANY ACCEPTS NO OBLIGATIONS OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELAY IN DELIVERY, OR USE OR PERFORMANCE OF THE EQUIPMENT OR ANY OTHER DIRECT OR INDIRECT DAMAGES WITH RESPECT TO LOSS OF PROPERTY, LOSS OF REVENUES OR PROFIT OR PERSONAL INJURY. THE RENTER HERBY WAIVES ALL OTHER WARRANTIES, CONDITIONS OR LIABILITIES, EPXRESS OR IMPLIED ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF THE COMPANY WITH RESPECT TO CONSEQUENTIAL DAMAGES) AND HERTO OR NOT OCCASIONED BY THE COMPANY'S NEGLIGENCE. If any term, covenant or condition (or any part thereof) of this agreement shall be held to be invalid or unenforceable the remainder of this agreement shall not be affected thereby, and each term, covenant and condition (or part thereof) shall be valid and effective to the fullest extent permitted by law.
- XIII. Headings:** All headings have been inserted for convenience of reference only and are not to be considered a part of this agreement and shall in no way affect the construction or interpretation of any of the provisions of this agreement.
- XIV. Governing Law; Dispute Resolution:** The validity, interpretation and performance of this agreement shall be governed and construed pursuant to the law to the State of Wisconsin. Any dispute, controversy or difference arising between the parties (other than collection matters), out of or in relation to or in connection with this agreement, or the breach thereof, which cannot otherwise be settled between the parties will be submitted to the American Arbitration Association ("AAA") office located in Milwaukee, Wisconsin for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement.. Judgments may be enforced in any locality.
- XV. Notices:** All contractual notices of other communications required or permitted to be given hereunder shall be in writing, in English, and if required to be given promptly, shall be given as expeditiously as possible, and in any event, within seven (7) business days, and shall be delivered personally, or if by mail, shall be mailed registered or certified mail, return receipt requested, as follows: York International Corporation, a Johnson Controls company,
Attention: _____, (address) _____.
In order to evidence the rental of the Equipment, the subject of this rental agreement as the property of the company, Renter hereby authorizes the Company to file a Uniform Commercial Code Form 1 financing statement, describing the Equipment and identifying it as subject of a non-financing lease, and covenants to execute such a Form 1, as Debtor.
- XVI. Legend:** The Lessor under this Lease has granted a security interest in and collaterally assigned its rights under this Lease (the "Collateral Assignment") to a) _____, as security for financing obtained by the Lessor. This Lease may not be assigned or sold without the prior written consent of (b) _____. The Collateral Assignment does not in any way affect the rights or obligations of Lessor or Lessee under this Lease. THIS CLAUSE IS NOT APPLICABLE IF (a) AND (b) ARE BLANK.

Renter: _____ By: _____

Dated: _____ Title: _____