

Terms and conditions of tool rental

- Equipment Rental.** Customer hereby agrees to lease from Company the equipment identified on the rental contract (the “Equipment”), and as consideration therefore, Customer agrees to pay the rental fees in the amounts and within the time frames set forth on Rental Contract. Customer and Company agree that this Agreement shall apply to all Equipment leased by Customer from Company and that Company may, from time to time, modify, supplement and amend Rental Contract to reflect the lease or return of Equipment by the Customer under this Agreement. Rental periods are defined as follows: Day Rate comprises 24 hours with a minimum charge of three (3) days. A week’s rental period is seven (7) consecutive days. Days in excess of one week are charge at the daily rate. A month’s rental period is four (4) weeks. Days in excess of one (1) month are charged at the daily rate.
- Title to Equipment.** Title to the Equipment shall remain at all times with the Company. No title or right to the Equipment shall pass to the Customer, except the rights herein expressly granted.
- Maintenance and Alterations.** Customer shall keep the Equipment in good condition and working order and shall only use the Equipment for its intended purpose. The Customer shall not change or alter the Equipment without Company’s prior written consent. Violation of this Section 3 by the Customer shall void all maintenance obligations of Company.
- Term and Termination of Agreement.** This Agreement shall continue in full force and effect until (a) the Equipment is returned by Customer to the Company and all amounts due hereunder have been paid, (b) the Equipment is purchased by Customer on terms mutually acceptable to Customer and the Company, or (c) the Company provides written notice of Company’s desire to terminate the Agreement. Upon termination of this Agreement, the Customer will surrender, at Customer’s cost and expense, the Equipment in good working order to Company. Customer agrees to pay for repairs or replacement of all parts damaged by misuse or extraordinary damage done. If equipment is returned in a damaged or inoperable condition, Customer agrees to pay to the Company the prevailing rental rate for the period during which the equipment remains unavailable for rent. If the equipment cannot be repaired to the same condition as when first delivered to the Customer, Customer shall pay the Company's full list price for the equipment. Notwithstanding the termination of this Agreement, Customer shall continue to be responsible for the payment of all charges and costs incurred hereunder through the date of termination.
- Liability.** During the term of this Agreement, the Customer shall be solely responsible for any loss or damage to the Equipment. The Customer shall also be solely liable for all claims, including but not limited to workers’ compensation or claims for personal injury or damage to property, arising, directly or indirectly, out of the use of the Equipment. The Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of the Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Equipment (or any component thereof), the Customer shall pay the total of all



unpaid rent payments for the entire Agreement term plus the market value of the Equipment prior to such loss or damage, in which case this Agreement shall terminate except for any Customer duties, as of the date such payment is received by Company. Customer agrees to indemnify and hold Company free and harmless from any and all claims, (including costs of defense, attorney's fees and all other costs of litigation) for injury to persons or damage to property caused by the equipment or its use thereof.

6. **Inspection and Acceptance of Equipment.** Customer's receipt and possession of equipment constitutes Customers acknowledgement that he has inspected the equipment and accepts the equipment in good condition, working order and repair, and as adequate, sufficient, and proper for the use for which it was intended.

7. **Payment.** Credit Card Information may be required. A valid VISA, Master Card, American Express or Discover (which is provided below) is required for the rental and other charges contemplated by this Agreement (including payment for the Equipment in the event of loss or damage as provided in this Agreement). Customer hereby authorizes the Company to charge the credit card provided below to pay for the charges covered by this Agreement. Company will invoice Customer for regular rental payments; provided, however, Company reserves the right to charge Customer's credit card in the event rental payments are not received within thirty (30) days from the invoice date, and immediately for all other charges contemplated by this Agreement. Customer hereby certifies that the information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement. Customer agrees to promptly update the information below in the event it changes. _____

8. **Default.** If the Customer defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Company, (ii) the Company shall have the right to enter the Customer's premises and remove the Tools, without notice, and (iii) the Company shall be entitled to pursue any other remedies available to it at law and in equity.

9. **No Waiver.** Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.



10. **Warranties.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF THE TOOLS OR ANY PERFORMANCE BY COMPANY.

11. **Entire Agreement.** This Agreement, including the terms and conditions referenced below, constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.

12. **Governing Law.** The Company and Customer agree that the laws of the state of Texas shall govern this agreement

13. **Automatic Renewal.** All rentals shall remain in force for the term set forth on the rental contract. Renewal thereafter for additional rental periods shall be automatic until Customer or Company terminates this agreement.

BY ACCEPTING DELIVERY OF TOOLS OR EQUIPMENT FROM ENERTEQ SOLUTIONS YOU AGREE TO THE TERMS AND CONDITIONS AS DETAILED ABOVE.

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