

TALAMAS COMPANY INC.

Rental Terms and Conditions

1 LESSEE acknowledges that he has inspected and tested all equipment listed herein at the time of rental and agrees that LESSOR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, AS TO CONDITION, PERFORMANCE, OPERATION, FITNESS FOR ANY USE, USABILITY, OR ANY OTHER MATTER; LESSEE acknowledges that he has received all equipment in good workable, operating condition, mechanical, electrical, optically and all other respects.

2 In no event shall LESSOR be responsible for any claims by LESSEE or others for alleged loss of profits, damages (or consequential damages), expenses, claimed to have arisen out of a customer's use of the said equipment, or for any delays or for any other reason. It shall be the duty of the LESSEE to notify LESSOR immediately of any claimed defect or non-function in any of the equipment herein. Provided notice of claimed defect is given to LESSOR immediately upon the holding of the required test by the LESSEE, and provided the said equipment is returned to LESSOR forthwith for inspection by LESSOR, and provided there is a defect or non-function as claimed by the LESSEE, and provided said defect is determined by LESSOR, in its sole judgment, to have occurred after the equipment had left the premises of LESSOR, and provided LESSOR, in its sole judgment determines that said defect was not caused by any act of the LESSEE or its employees or agents, then LESSOR shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all said equipment so returned to and accepted by LESSOR shall be abated from the time of acceptance of such return. In the event LESSOR substitutes replacement equipment rental charges thereon shall begin to run as of the delivery by LESSOR of such equipment. The provisions of this paragraph shall be the only recourse of LESSEE for claimed defects in any piece of equipment.

3 The LESSEE agrees to keep and maintain rental equipment and supplies in good condition, reasonable wear and tear excepted, and assumes full responsibility for the value of such equipment and supplies until such rented items are returned in good order to the actual possession of the LESSOR. Rental fees shall be payable until the rented equipment and supplies are returned to the LESSOR or until payment in full is made for lost or damaged equipment and supplies, unless damage is due to reasonable wear and tear. In the event that damage is due to reasonable wear and tear, rental fee shall not apply after the date such equipment is returned to Lessor's premise. Lessor shall be the sole arbitrator of whether such damage resulted from reasonable wear and tear or from misuse or any reason other than normal war and tear. The equipment shall be returned to LESSOR at the address shown on the reverse side by LESSEE at its own risk, cost and expense.

4 The LESSEE shall, at its own cost and expense, but for the benefit of LESSOR, immediately insure the equipment for the full value against all insurable risks in a qualified, reputable insurance company and shall deliver the said insurance policy to LESSOR, together with the receipt for premiums thereunder. If LESSOR, by reason of such insurance, shall receive any sum or sums of money, such amount may be retained and applied by it towards the repair or replacement of the said equipment, or it may revoke the damaged equipment and, in lieu thereof, substitute new equipment of like kind and quality, and any such equipment, whether repaired or substituted, shall be subject to all terms, provisions and conditions herein.

5 If the LESSEE shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the LESSEE, whereby the said equipment may be seized or taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE or his property, or if the LESSEE shall enter into any arrangement or composition with his creditors, or in the event any judgment is obtained against the LESSEE, then and in any such event the LESSOR shall have the option to retake immediate possession of said equipment and for such purpose, lessor, its agents or employees, may enter upon any premises where said equipment may be, and may remove the same therefrom, with or without notice of intention to retake the same without being liable to any suit or action or other proceeding by the LESSEE, without prejudice to any right or claim of LESSOR for any rent due, if any, or claim on account of any breaches of this Agreement, or loss of rental for the balance of the unexpired term herein, or for any other claim that LESSOR may have under this Agreement.

6 The LESSEE shall not underlease the said equipment or loan the same to any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of the LESSEE personally.

7 The LESSEE agrees not to remove or cover the tag or nameplate on the equipment showing ownership by LESSOR.

8 The LESSEE agrees to pay all responsible attorney's fees and costs incurred by LESSOR in protecting its rights or property under this Agreement, or in suing the LESSEE for a breach of this Agreement.

9 The acceptance of the return of the rented equipment is not a waiver by LESSOR of any claims that it may have against the LESSEE, nor a waiver of claims for latent or patent damage to the equipment.

10 This Agreement contains the entire understanding between the parties, including representation, and may not be modified, except by another agreement in writing, signed by both parties to this agreement.

11 No terms, representation or warranty, expressed or implied, not herein set forth in writing shall bind LESSOR.