

TERMS AND CONDITIONS

1. INSPECTION. Customer acknowledges that he has had an opportunity to personally inspect the equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use. Customer further acknowledges his duty to inspect the equipment prior to use and notify Dealer of any defects.

2. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

3. TIME OF PAYMENT. Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.

4. COLLECTION & VENUE COSTS. Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract. Customer agrees that this agreement is to be construed under the laws of the State of Florida, and that if legal action is brought to enforce this agreement, that Palm Beach County, Florida, shall be the jurisdiction and legal venue for said action, unless otherwise agreed by Dealer and Customer at a later time.

5. REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, and Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

6. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

7. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer.

8. PROPERTY DAMAGE. Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Dealer.

9. FEES, LICENSES, PERMITS, TAXES AND FINES. The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Customer's use or operation of the vehicle/equipment.

10. LIABILITY INSURANCE. The vehicle/equipment is covered by a liability insurance policy which provides coverage to the Customer in excess to and secondary to any liability insurance held by the Customer. This coverage is in accordance with the minimum requirements under applicable state law and does not include under-insured/ uninsured coverage, except where required by law. Coverage is excluded where: (1) the vehicle/equipment is operated in violation of this Agreement; or (2) the loss results from intentional or criminal actions of the Customer. Coverage is also excluded for loss or damage to property owned by or in the possession of the Customer or for any injuries of any nature whatsoever to the Customer's agents, employees, guests, members of the Customer's household or other occupants of the vehicle/equipment.

11. OTHER LIABILITY. The Customer assumes all risks from the improper use of the vehicle/equipment. The Customer is responsible for damages to the Customer's property or goods in storage or in transit, or for any property left or stored in the vehicle/equipment, or elsewhere in the renting location. The Customer agrees not to hold the Licensee liable for damages from down time, materials or other consequential damages resulting from the use of the vehicle/equipment. The Customer releases and holds Licensee, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs and expenses arising out of the Customer's use or possession of the vehicle/equipment, including, but not limited to any and all fines, penalties and forfeitures imposed by any governmental entity, and, to the extent not covered by insurance, any claims or liabilities to third parties arising out of the abandonment, conversion, concealment or unauthorized sale of the vehicle/equipment by the Customer, or its drivers, agents or employees, or for the confiscation of the vehicle/equipment by any governmental authority because of illegal or improper use. The Customer shall additionally hold Licensee harmless for all loss, liability and expense in excess of the limits of liability provided for herein as a result of injury, death or property damage arising out of the Customer's use of the vehicle/equipment. Neither the Customer nor any other driver of the vehicle/equipment shall be deemed

the agent, servant or employee of the Licensee for any reason or any purpose. During the term of this Agreement, the Customer assumes full responsibility for the vehicle/equipment to the public and any regulatory body having jurisdiction.

12. FREIGHT. Common carrier ground service to commercial address within continental United States only. Any additions, i.e., overnight, lift gate, residential service are at the Customer's expense. Unless freight is predetermined, this may appear as a second debit on your credit card, as actual freight expense often cannot be determined until shipment is processed and released to its destination.

ADDITIONAL TERMS AND CONDITIONS FOR SALES

CUSTOMER'S DECLARATION: I HAVE RECEIVED AND REVIEWED THE OPERATION'S MANUALS FOR THIS EQUIPMENT AND UNDERSTAND THE PROPER AND SAFE OPERATION AS WELL AS THE MAINTENANCE REQUIREMENTS FOR THIS EQUIPMENT. I WILL TRAIN ANY CURRENT AND ANY FUTURE OPERATORS OF THIS EQUIPMENT TO UNDERSTAND THE PROPER AND SAFE OPERATION OF THIS EQUIPMENT. I HAVE RECEIVED A COPY OF ANY APPLICABLE STANDARD FACTORY WARRANTY AND ANY EXTENDED OR USED WARRANTY OFFER, AND UNDERSTAND THE TERMS DESCRIBED THEREIN. I HAVE REVIEWED, UNDERSTAND, AND AGREE WITH THE INFORMATION, THE WARRANTY DISCLAIMER AND ALL OF WHICH HAVE BEEN EXPLAINED TO ME. I HAVE INSPECTED THE EQUIPMENT AND THE EQUIPMENT WAS DELIVERED TO ME IN SATISFACTORY AND SAFE CONDITION, AND I UNDERSTAND THAT IF A WARRANTY IS APPLICABLE TO THIS EQUIPMENT, THE WARRANTY PERIOD BEGINS ON THE "DELIVERY DATE." PARTS PURCHASE: ALL PARTS PURCHASED THAT ARE STOCK ITEMS DEALER DIDN'T HAVE TO ORDER ARE RETURNABLE UP TO 48 HOURS FROM TIME OF PURCHASE WITH A 25% RESTOCKING FEE. ALL ELECTRIC / ELECTRONIC PARTS AND ALL SPECIAL ORDER PARTS ARE NOT REFUNDABLE.

AS IS --- NO WARRANTY

Customer will pay all costs for any repairs. Discount-Equipment.com, Inc., or Affiliates assumes no responsibility for repairs regardless of any written or oral statement about the equipment. THE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO THIS EQUIPMENT AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE SALE OF THIS EQUIPMENT. Discount-Equipment.com, Inc., OR AFFILIATED COMPANIES WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SALE OF THIS EQUIPMENT TO CUSTOMER REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER THEORIES OF THE LAW OF CONTRACTS OR TORT. THE REMEDIES SET FORTH IN THE FACTORY WARRANTY.RETURN POLICY FOR PURCHASED ITEMS: The Customer is liable for all shipping costs when returning or exchanging an item to Discount-Equipment.com, Inc., unless the product has been damaged during shipping. This policy also applies to warranty returns. As stated in the Discount-Equipment.com, Inc., "Return Policy," when Customers return an item or items for credit, a 25% restocking fee will be charged to your account, plus all applicable inbound and outbound freight. This policy also applies to shipments refused and returned. All cancellations of whole goods are subject to a 25% (of total invoiced order) cancellation fee on in stock items from an Discount-Equipment.com, Inc., locations ONLY. Return shipping of the product is not refundable. All parts purchases are non refundable. Any shipment received in conditions other than brand new will be charged 50% restocking fee of the total amount. All returns must be properly boxed before they are returned. It's the Customer's responsibility to report any damages/shortages within 48 hours of receiving the product. Discount-Equipment.com, Inc., will not accept claims 48 hours after delivery. Discount-Equipment.com, Inc., will not accept returns without authorization. Upon issuing a Merchandise Return Authorization (MRA), Discount-Equipment.com, Inc., will instruct Customers as to the best means of returning merchandise. Discount-Equipment.com, Inc., MRA's are valid for 30 days after issuance, MRAs are not valid after the 30 day time limit expires. Discount-Equipment.com, Inc., will absolutely not, under any circumstances, issue an MRA for returns on used or damaged products. Any freight related damage must be noted on the signed Bill of Lading AT THE TIME OF DELIVERY. The purchase price at time of sale is final.

DEPOSITS ARE NON-REFUNDABLE.