

**TERMS AND CONDITIONS**-These terms and conditions of sale shall apply to all service, rentals, and equipment, goods or products manufactured distributed or sold by BakerCorp ("Seller") unless otherwise specified in writing by the Seller and the Purchaser.

**DELIVERY**-Equipment sold hereunder shall be delivered FOB Seller's warehouse. Delivery dates specified in any quote are approximate, unless specified as binding. Delivery performance is dependent upon prompt receipt from the Purchaser of all specifications, final approved drawings and any other details essential to the proper execution of the Purchaser's order. Upon notification of readiness of Equipment by Seller, Equipment shall be delivered promptly to Purchaser. Any delay of Purchaser in accepting delivery of Equipment shall cause storage charges to be charged to Purchaser. Such storage shall be entirely at the Purchaser's risk. Payment terms tied to notification of readiness or delivery, shall apply. Unless otherwise agreed upon between the parties, Purchaser shall have the sole responsibility of choosing the carrier and routing from Seller's manufacturing facilities to the final destination.

Transportation rates quoted on rental equipment are estimates only. Purchaser will be billed according to the actual time accumulated "Portal to Portal" (round trip) for each delivery and again on each pickup. These rates are figured on normal business hours..7am to 5pm weekdays. Night, weekend and holiday rates are higher.

**EQUIPMENT**-Statements regarding compatibility of equipment made by Seller's personnel or contained herein are based upon information from material suppliers and careful examination of available published information and are believed to be accurate. However, since the resistance of metals, plastics, and elastomers can be affected by concentrations, pH, temperature, presence of other chemicals and other factors, this information should be considered only as a general guide. Ultimately, the Purchaser must determine the suitability of the equipment used in various situations after taking into consideration all relevant factors.

**WASTE MANAGEMENT SERVICES**-Customer agrees that the responsibilities of the seller under this agreement is only to merely coordinate the pickup and delivery of low-level hazardous or non-hazardous substances, waste, soils, water, or debris from the customer's site to the customer designated treatment, storage, and disposal facilities (TSDF), as set forth in the waste profile. Customer acknowledges that the seller has no independent discretion with regard to the selection of the TSDF or the Transporter, and at no time will the ownership of the waste transfers from the customer to the seller. Customer further agrees that it shall obtain, maintain, and pay for all permits and licenses required by Law that are associated with waste generation and disposal.

**SPECIALTY MEDIA**-Specialty Media on rental applications are provided at flat rate to customer "loaded" into vessels unless otherwise noted on bid. On completion of project Purchaser is responsible for emptying and disposing of all used sand, gravel, carbon or other media. Sand filters, cartridge filter units, tanks, pumps, pipe, hose and fittings all need to be empty, rinsed and clean of all solids and liquids. Purchaser acknowledges that all new and used media is the property of Purchaser.

The spent specialty media purchased by the Purchaser will be subjected to disposition facility's acceptance testing by Seller. Further, Seller may periodically retest the spent specialty media to assure it remains acceptable for disposition. If periodic spent specialty media testing determines the spent media is unacceptable for designated disposition, Seller may provide Purchaser with alternate disposition facility options which may affect service pricing. Purchaser will provide any information required by Seller relative to evaluating spent media acceptance. Seller reserves the right to reject any and all disposition facilities if, in its judgment, it is unsuitable for the designated disposition facility. Seller reserves the right to dispose of the spent media at any of its disposition facilities where spent media acceptance exists.

All specialty media purchases are non-refundable once delivered to Purchaser.

**CLEANING OF EQUIPMENT**-Seller's rental equipment is rated according to application and will be delivered to Purchaser clean, free of any deposits or fluids, and are expected to be returned in the same condition. Depending on the use for which the equipment was rented, this may mean simply a wash out with a high pressure hose. In some cases a steam wash with detergent/solvent may be required. In some cases where no facilities are available for onsite cleaning, Seller can help with recommendations for outside cleaning firms. In the case of specialty media equipment rental, Seller can perform cleaning if contracted by Purchaser for service. For the safety of Seller's driver, it is asked that all valves be opened, cleaned and left in the open position. Equipment must be free of fluids and/or deposits prior to pickup to allow for transportation of equipment over the highway.

**DRY RUNS**-A dry run is charged when Seller is requested to pick up rental equipment but the rental equipment is still dirty, blocked by other equipment, in an impassable location, or otherwise not removable by Seller's driver. This means the released rental equipment will go back on rent and transportation costs will be charged to Purchaser accordingly.

**EQUIPMENT PERFORMANCE**-Purchaser acknowledges that the Seller's equipment, rental or sale, is sized by the Purchaser's provided specifications. Changes in influent and/or flow rates may result in a complete system change(s) which may involve increased costs or be completely outside the realm of Seller's equipment capabilities. Purchaser agrees to provide on site employees to be trained by Seller for operation of the equipment. Purchaser acknowledges that Seller's equipment can range from manned to fully automated. No matter what type of set up is selected, Purchaser must be sure to check on its operation 1-2 times per shift. This is essential to confirm that pumps are fueled regularly (diesel pumps or generator with electric submersibles) and filter units are operating properly. Some minor adjustments and maintenance may be necessary and will be the responsibility of the Purchaser. Service calls other than equipment related issues will be billed at \$75.00 per hour.

**SET UP COSTS**-Set up costs (which include influent and effluent lines) are the responsibility of Purchaser unless specifically included in Seller's bid quotation. If Seller is providing set-up, materials are based on initial layout of the job. Changes in site conditions will be billed at actual time and materials. If Electric submersible pumps are used on this project, then 480/3-phase power needs to be supplied by Purchaser (or Generator equivalent in size required by Seller's personnel). Purchaser also needs to provide licensed electrician to install final wiring to pumps, control boxes and power source.

Customer is responsible for satisfying all Federal and State regulations and permits pertaining to the discharge of treated water and/or air. It is the customer's responsibility to assess that satisfactory water and air quality requirements have been met and to open the system to full discharge.

**RENTAL PERIOD & CALCULATION OF CHARGES**-Rental charges commence upon shipment of the equipment from seller's yard and end when the equipment demobilization begins. Purchaser acknowledges responsibility to pay for installation and demobilization. All installation costs are billed at actual time and materials unless otherwise indicated. Purchaser agrees to provide appropriate power source for system and a qualified electrician to do final installation. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an eight hour day, 40 hours per week and 160 hours per month. On power equipment, operation in excess of one shift (eight hours per day) will be at Seller's standard premium rates. Purchaser will truthfully and accurately certify to Seller the number of shifts the equipment was operated. Transportation costs for delivery and pick up and rent for equipment covered by this agreement shall be in accordance with Seller's Rate Sheet in effect from time to time.

**PAYMENT**-All obligations for rental under this agreement shall be paid in full upon return of the equipment to Seller or within 30 days after Seller's invoice to Purchaser, whichever occurs first. Purchaser and Seller agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

Payments for equipment sales shall be made directly to Seller's office in accordance with the conditions stated in the purchase order. Unless otherwise specified, payment shall be due as follows: 40% with purchase order; 50% upon shipment; 10% holdback for up to 30 days after delivery of equipment. Any late payment shall bear interest at the rate set by the Seller from time to time which is equal to the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

**DAMAGES AND LOSS CLAIMS**-All claims for loss, damage and delay in transit are to be transacted by the Purchaser directly with the carrier. Claims for shortages or incorrect equipment must be made in writing to the Seller within fifteen (15) days after receipt of the shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver by the Purchaser of all claims for shortages or incorrect equipment.

The Purchaser shall examine the equipment upon taking possession of same and shall inform Seller immediately in writing of all defects and deficiencies for which Seller is responsible. If Purchaser omits to so notify Seller within thirty (30) days of Purchaser's possession of the equipment, same shall be deemed to have been accepted.

**INDEMNITY/HOLD HARMLESS/DAMAGES**-Purchaser acknowledges that they are solely responsible for operation of the equipment and assumes all risks inherent in the operation and use of the equipment by Purchaser, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the equipment. Seller shall not be responsible to Purchaser or to any other party for any loss, damage or injury (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the equipment, its operation or use, or any defect with respect thereto. Purchaser agrees to defend, indemnify and hold Seller harmless from and against any and all liability, claims and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the equipment, however caused.

**RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT**-At the expiration of the rental the Purchaser will return the equipment in the same condition as when delivered to the Purchaser, empty of all contents and filtration media and in clean condition, usual wear and tear excepted. Purchaser is responsible for cleaning and disposal of all liquids and solids including liquid and filter media solids whether hazardous or nonhazardous waste. Additionally Seller reserves the right to charge for any repairs that may be necessary, including cleaning of interior or exterior and disposal of any contents. Purchaser shall be liable for all damages to or loss of the equipment, including, but not limited to: (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; and (iv) internal damage caused by adverse effects of cargo or mixture of cargoes, cleaning solvents and/or cleaning processes undertaken by Purchaser or its agents and any damage during transit to or from Purchaser. Purchaser shall pay Seller the reasonable cost of transportation, repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. Seller shall be under no obligation to commence repair work until Purchaser has paid to Seller the estimated cost thereof. In the case of the loss or destruction of any equipment, or inability or failure to return same to Seller for any reason whatsoever, Purchaser will pay Seller the then full replacement list price together with the full rental rate as specified until such equipment is replaced.

**REASONABLE WEAR AND TEAR**-Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (eight hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels (b) damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made only by a facility approved by Seller, to the reasonable satisfaction of Seller and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.

**Force Majeure**-Seller shall not be liable in damages and have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export, tariffs, or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.