

Equipment Rental Terms and Conditions Agreement
Agreement #: _____

The parties, ProKASRO Services USA Inc. ("PSU") and, _____ Customer, whose addresses appear with their signatures below, agree to the Equipment Rental Terms and Conditions as follows:

1. **OWNERSHIP:** PSU retains title to the equipment at all times. PSU rents to Customer the following equipment as set forth in this Agreement and/or PSU's Quotation/Quote to Customer. The terms and conditions of this Agreement are binding between the parties. Customer has determined its needs and that the rented equipment meets Customer's needs.
2. **TERMS:** The term of this Agreement, its beginning and ending date is set forth below or in the Quotation/Quote. In the event the equipment is not returned at the end of the term, the term automatically extends until the equipment is returned; the rent accrues accordingly at the same rate as initially agreed upon; rent for time periods of less than a week is pro-rated.
3. **RENT AND CANCELLATION:** The total rent to be paid by Customer is set forth below or in the Quotation/Quote. The Customer shall pay in full upon receipt of the invoice within 30 days.

In the event Customer cancels the Agreement after the equipment has been dispatched from PSU's premise and shipment is in process or has occurred, Customer will be charged a minimum of one [1] weeks rental payments plus outbound and inbound shipping costs.

4. **TIME OF DELIVERY:** Customer shall have the right to specify the date of delivery, but in no event shall the date specified be before _____ [date], or after _____ [date]. The delivery term is Ex Works Incoterm 2010 at PSU's premise; Customer pays any shipment costs, even when PSU arranges for shipment.
5. **FREIGHT:** The Customer agrees to pay all freight, except freight charges that result from delivery of equipment to replace equipment failure that **was not the fault of the Customer**, in which case PSU will pay freight charges. In addition, PSU will suspend the rental payments on any failed equipment from the time PSU is notified of the equipment failure until the receipt of replacement equipment by the Customer.
6. **PLACE TO RETURN THE EQUIPMENT:** The equipment is to be returned at PSU's address, 13685 E Davies Pl. Centennial, CO 80112.
7. **INSURANCE:** The Customer assumes responsibility for full replacement cost of the equipment if the equipment is lost, stolen, damaged, or destroyed. The Customer is responsible for providing insurance coverage for the equipment from the time it leaves PSU's dock until PSU receives the returned equipment at its dock. The amount of insurance coverage shall be based on the full replacement cost of the equipment.

Initials _____

8. **INDEMNITY:** Customer shall indemnify and hold PSU, its agents, employees, successors and assigns, harmless against loss, claims, liabilities, costs and expenses, including reasonable attorney's fees, arising out of, in connection with, or resulting from, the use, operation or condition of the equipment during the term of this Agreement. Customer shall provide PSU with prompt notice of any proceeding involving this indemnity and with any documents, including pleadings, related to such proceedings.
9. **TAXES:** The Customer will report and pay all property and/or sales/use tax to which state the equipment may be subject.
10. **RENT-TO-OWN:** This Rental Agreement does not include any rent-to-own or installment sales provisions. Should Customer, upon the expiration of this Rental Agreement desire to purchase the equipment instead of returning the equipment, PSU, at its sole discretion, may elect to grant the request.
11. **CARE AND OPERATION OF THE EQUIPMENT:** Customer assumes responsibility for the proper care and operation of the equipment during the rental period. Customer will pay PSU an amount not to exceed the full replacement cost for any damage to or loss of the equipment. PSU will provide all service to the equipment except routine field maintenance for which the Customer is responsible. The Customer is responsible for field maintenance items. If a problem develops, Customer must contact PSU in a written form as official notice of problem at _____
12. **WARRANTY AND LIABILITY:** PSU offers no warranties of merchantability or fitness for a particular purpose with respect to the equipment, or otherwise, expressed or implied and PSU hereby disclaims the same. The equipment is rented and accepted with the understanding and agreement that the Customer has determined the equipment meets its needs.
13. **SPECIAL CONDITIONS:** The Customer is not allowed to forward or rent the equipment to a third party.
14. **REGULATIONS:** PSU does not assume any guarantee for compliance with any regulations valid in particular for the country, state or county of destination or the operation by the Customer.
15. **COLORADO LAW:** This contract shall be exclusively governed by and interpreted by the courts of Arapahoe County, State of Colorado, without giving effect to its conflict of laws principles.

Initials _____

EQUIPMENT

Agreement Number: _____

Rental Period

Begin Date: _____ End Date: _____

Weekly Rental Rate

Total Rental Time

Total Rental Agreement

Replacement Value

Total: _____

SEE PAGES (1 AND 2) ONE AND TWO FOR TERMS AND CONDITIONS

IN WITNESS

Renter has cause this Rental Agreement to be executed by its duty authorized representative on the date below its signature and PSU has accepted the Rental on the date below its signature.

PSU:

ProKASRO Services USA
13685 E Davies Pl
Centennial, CO 80112

Signature: _____

Title: _____

Date: _____

Renter:

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

PO #: _____

SHIP TO: _____

METHOD OF SHIPMENT: _____

Initials _____