

**Intek Corporation-South
Rental Terms and Condition Agreement**

The following are the terms and conditions that apply to the rental of equipment from Intek Corporation-South (Intek-South Rental). By accepting equipment furnished under the agreement, the customer whose name appears on this agreement accepts and agrees to these terms and conditions. Any modifications to the terms and conditions must be in writing and signed by an officer of Intek Corporation-South. Equipment as referred to herein shall include all related accessories, manual and other items to be delivered as specified on the attached invoice.

WARRANTY

Regarding rental service, Intek Corporation-South warrants to the Customer only that rental equipment when shipped is in good operating condition. If equipment is received not in good operating condition due to no fault of Customer, Intek-South shall (at its option) either repair equipment or supply replacement equipment subject to availability from Intek-South's inventory. Defects or discrepancies in or like objections to equipment must be reported to Intek-South in writing within 72 hours after Customer receives the equipment, failing which it will be presumed that the equipment was as ordered, was received in good condition and is accepted.

The remedies provided herein are Customer's sole and exclusive remedies. In no event shall Intek Corporation-South be liable for direct, special, incidental or consequential damages, (including loss of profits) whether based on contract or any other legal theory.

Intek Corporation-South makes no warranty expressed or implied that the equipment is fit for any particular purpose.

Upon notice from Customer during the course of rental, and upon return of equipment by Customer, Intek-South will, at its option, repair or calibrate malfunctioning equipment.

PAYMENT TERMS

Terms are net 30 days from date of invoice subject to credit department approval. Payments are delinquent 30 days from date of invoice and are subject to interest charges at 18% per annum but not to exceed maximum lawful rate. Intek Corporation-South reserves the right to change the credit terms on further rentals at any time when Intek-South's opinion, Customer's financial condition or previous payment record so warrants.

Export payment terms are irrevocable letter of credit. All payments are to be made in U.S. Dollars.

All applicable taxes will be added to the invoice and are payable by Customer.

SHIPPING/DELIVERY

All quoted prices are F.O.B. Intek Corporation-South's Supply Office. All shipping costs, including cost of insurance are payable by Customer. Equipment will not be sent nor returned by U. S. Mail. Shipments of any products are subject to availability from Intek-South's inventory. Intek-South will attempt to ship in accordance with Customer's shipping instructions, or if Customer, instructions are deemed unsuitable, Intek-South reserves the right to ship by the most appropriate method. **ALL RISK OF LOST AND DAMAGES SHALL PASS TO CUSTOMER AT THE F.O.B. SHIPPING POINT.** Intek-South shall not be liable for delays performance hereunder due to causes beyond its control including, but not limited to acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by Intek-South suppliers.

OWNERSHIP

Rental equipment remains the property of Intek Corporation-South. Customer shall not remove, deface or obscure ownership labels.

CUSTOMER OBLIGATIONS

Customer is responsible for damage due to abuse, misuse, or negligence. Customer agrees to pay the charges to repair equipment so damaged, and incurred shipping charges. Equipment shall be returned to Intek Corporation-South in good condition and repair, wear from reasonable and proper use expected. Customer is responsible for loss or damage to equipment, Customer agrees to pay Intek Corporation-South the replacement cost, new if any such equipment which Customer is for any reason unable to return to Intek Corporation-South at the end of the rental period. Rental charges will continue beyond the specified rental term until equipment is returned to Intek Corporation-South or Customer reimburses Intek Corporation-South for the replacement cost of the equipment. Unless otherwise agreed to in writing, Customer shall pack the equipment or return to Intek Corporation-South in accordance with standard commercial practices. All packing will conform to requirements of carrier tariffs. If Customer issues a change order causing delays or cancels an order less than 2 days prior to scheduled shipment, Customer shall be subject to a 5% charge based upon the list price of the affected equipment.

LIABILITY

Intek-South shall not be responsible for loss or damaged to Customer's business or property or for injury or death to persons; and Customer shall indemnify Intek Corporation-South and hold it harmless from claims for any of the foregoing, including associated legal fees and expenses.

DEFAULT

Should Customer default in its obligations, Customer agrees to pay Intek Corporation-South for all cost and expenses incurred by Intek Corporation-South in recovering the equipment or monies due and enforcing its rights. Intek Corporation-South shall be entitled to recoveries legal fees and expenses whether or not formal legal action is instituted.

NOTIFICATIONS

Any required notices shall be given in writing at the address of Intek Corporation-South or Customer as shown on the front of this contract or to such other address as either party may substitute by written notice to the other

ASSIGNMENT

Neither, Intek Corporation-South or customer may assign or transfer any rights, duties or obligations herein without prior written consent of the other, and purported attempt to do so shall be null and void.

WAIVER

Should Intek Corporation-South choose not to exercise any of its rights that shall not constitute or be deemed a waiver or forfeiture of such rights.

PURCHASE RIGHTS

Customer has no purchase rights or purchase options under this agreement.

GOVERNMENTAL JURISDICTION

Intek Corporation-South shall be notified in writing of any binding US Government procurement regulations that will affect this contract. This agreement shall be governed by the laws of the State of Louisiana.

ERRORS

Stenographic, typographic and clerical errors in this agreement are subject to correction and customer hereby agrees to re-execute any document that requires correction or signature.

RATES

Rental period begins the day after shipment or the day equipment is picked up from Intek Corporation-South's Baton Rouge office by Customer. Daily, Weekly (7 days), or monthly (28 day) rates are available.

EQUIPMENT USAGE

Customer shall not make any alterations, additions, modifications or improvements to the equipment and shall use it only for the purpose and in the manner for which it was intended by the manufacturer. Customer may not permit the equipment to be used by another party or at a different location without the written consent of Intek Corporation-South.

Company (Customer)

Authorized Signature

Date

Address

City

ST.

Zip

Print Name

Phone #