



EQUIPMENT RENTAL TERMS AND CONDITIONS

All rentals made by HPT - High Pressure Technologies (hereinafter called "Lessor") to its equipment rental customers (hereinafter called "Lessee") are subject to the following Equipment Rental Terms and Conditions. Lessee's acceptance of these terms and conditions shall be made by Lessee providing a purchase order number to Lessor.

1. Availability, Acceptance and Governing Provisions. All equipment rentals are subject to availability of equipment at time of order. No orders for equipment rental machines or products of HPT shall be binding upon Lessor until accepted in writing by an authorized official; and in all events any such order shall be subject to these terms and conditions which shall be deemed part of such order upon acceptance thereof by Lessor. No additional agreements will be binding upon Lessor unless specifically agreed to in writing. Failure of Lessor to object to provisions contained in any purchase order or other communication from a Lessee shall not be construed as a waiver of these terms and conditions, nor an acceptance of any such provisions. This contract and these terms and conditions shall constitute the entire agreement between Lessor and Lessee, and shall be governed by and shall be construed according to the internal laws of the State of California.

2. Rental Period. Minimal rental period is one week (7 days). The rental period begins on the day of shipment from the originating rental facility, and ends on the day of the equipment's return to the originating facility. No allowance is made for Sundays, Holidays or time in transit. Lessee is obligated to return equipment to the originating facility or incur additional expense unless other arrangements have been agreed to in writing by Lessor's authorized official.

3. Equipment Usage. Lessee agrees that equipment usage shall be normal and customary, and warrants that Lessee is familiar and experienced in the safe operation of high pressure liquid or gas boosting equipment. Training in proper handling and safe operation is strongly recommended for inexperienced or first time users of the equipment. Lessee agrees that equipment rental does not grant Lessee any title or property rights in the equipment, all title and property rights shall remain with the Lessor.

4. Condition of Equipment. Lessee hereby acknowledges receipt of the equipment in good working order. Lessee further acknowledges that it has examined the equipment and declares that it has received all of such equipment in secure and good working condition. Lessee's failure to object in writing to the condition of the equipment upon receipt thereof shall be deemed conclusive that all of the equipment was in good working order when delivered.

5. Payment. All prices are quoted, and payments must be received, in U.S. Dollars (USD). Unless otherwise expressly stated all prices are subject to change without notice. Terms of payment are Net 30 days on open account subject to credit approval. Invoices are due and payable within 30 days of invoice date ("due date") unless otherwise expressly indicated. Visa, MasterCard and American Express are also accepted. Payment in advance may be required in certain circumstances.

6. Shipping and Freight Charges. The Lessee is responsible for all freight charges incurred on all equipment rental and accessory orders, both outbound and inbound, from the originating Lessor's facility. Freight shipments arranged by Lessor are prepaid, and will be added to the Lessee's invoice subject to an additional handling charge as applicable. Equipment may be shipped Freight Collect or charged to the Lessee's shipping account if Lessor is supplied Lessee's carrier information at order acceptance. Equipment is shipped in a wooden crate and is to be returned in the same crate.

7. Damage, Loss or Missing Components. Lessee agrees to pay for any damage or loss of the equipment, regardless of cause, and keep the equipment in good repair and operating condition at all times. Equipment returned from Lessee inoperative, damaged or with missing components will be refurbished to original working order by Lessor at Lessee's expense. Lessee shall be notified of refurbishing and missing component costs, including parts and labor, prior to the repair. Any equipment which cannot be returned to Lessor for any reason or cause will be invoiced to Lessee at its current published list price.

8. Liability and Indemnity. The Lessee shall be liable for all damage arising from equipment rental use, misuse or negligence of Lessee, including any accidents to persons or property arising thereof. Lessee covenants and agrees to indemnify and hold harmless Lessor free from any and all claims, actions, suits, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the rented equipment and/or its complimentary tools or attachments. This includes, without limitations, the manufacture, selection, delivery, possession or use of the rented equipment.



9. Compliance with U.S. Export Laws. If Lessee delivers products to others who may use the products outside the United States, Lessee acknowledges and shall advise others that the products are controlled for export by the U.S. Department of Commerce, and that the products may require authorization prior to export from the United States or re-export. Lessee agrees that it will not export, re-export or otherwise distribute products in violation of any export control laws or regulations of the United States. Lessee further warrants that it will not export or re-export, directly or indirectly, any products to embargoed countries or sell products to companies or individuals listed on the Denied Persons List published by the Department of Commerce.

10. Anti-Corruption. Lessee agrees it has not made and will not make any direct or indirect payment, offer to pay or authorization to pay any money, gift or valuables to any government official or the immediate family of such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Lessee in obtaining or retaining business, or securing an improper advantage.

11. Consequential Damages. Lessor shall not be liable for any consequential, incidental or contingent damages whatsoever.

12. Subletting. No part of the equipment shall be sublet, transferred or assigned by Lessee or removed from the location at which it was intended by Lessor to be used, as represented by Lessee, except with the prior written consent of Lessor.

13. Title. Title to the equipment is now and at all times hereafter shall remain and be vested only in Lessor. Lessee shall keep the lessee's interest in this agreement and the equipment free from all liens and encumbrances.

14. General. These terms and conditions, as published on the High Pressure Technologies website located at www.highpressuretech.com at the time of equipment rental, are the official equipment rental terms and conditions between High Pressure Technologies (Lessor) and equipment rental customer (Lessee), and may be amended from time to time without notice at Lessor's sole discretion.