



EON PRODUCTS, INC.
TERMS AND CONDITIONS OF RENTAL
Effective: August 11, 2016

By submitting an order (an "Order") for the rental, lease, loan or similar use (the "Rental") of products or equipment ("Equipment") from EON PRODUCTS, INC., a Georgia corporation ("EON", "we" or "us"), you (sometimes also referred to as "Lessee") acknowledge and agree to the following terms and conditions (the "Terms"):

1. **AGREEMENT** - The following terms and conditions are deemed part of all quotations, acknowledgments, invoices, Orders and other documents, whether electronic or in writing, relating to the Rental of Equipment by EON to its customers. These Terms, together with our quotation, order acknowledgement and invoice to an Order accepted by Seller (collectively, the "Agreement"), constitute the entire contract of Rental between EON and Lessee with respect to the Equipment covered by this Agreement, will supersede all previous communications, agreements or contracts, written or verbal between you and us, and no understanding, agreement, term, condition or trade custom at variance with these Terms will be binding on us. In the event of a conflict between or among the terms of documents relating to the Equipment, the following order of priority will govern, except where the specific terms of a document provide otherwise: (a) any applicable order acknowledgment and invoice; (b) these Terms; (c) the applicable quotation; and (d) the applicable Order. No waiver, amendment or modification of this Agreement will be effective unless in writing and signed by an officer of EON. EON OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON YOUR PURCHASE ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, THAT ATTEMPT TO IMPOSE UPON US ANY TERMS AND CONDITIONS AT VARIANCE WITH THE TERMS AND CONDITIONS OF RENTAL SET FORTH HEREIN, AND SHIPMENT OR OTHER PERFORMANCE BY US WILL NOT CONSTITUTE ASSENT TO ANY SUCH INCONSISTENT TERMS. EON offers to sell its Equipment only on the terms and conditions set forth in this Agreement, and your submission of an Order serves as your acknowledgment and agreement to such terms and conditions, without variance.
2. **PAYMENT TERMS** - We accept cash, major credit cards, C.O.D., and electronic funds transfer. We also provide open-account terms with credit limits to customers with a signed application and approved credit. If you are approved to pay on account, you agree to pay full net payment within 30 days from the invoice date; provided that custom orders and blanket orders may require a deposit at the time of order. Any invoice not paid within thirty (30) days is subject to a late payment fee of one and one-half percent (1.5%) per month, or, if such rate exceeds that permitted by applicable law, then the highest lawful rate. The inspection rights granted to you hereunder will not affect or alter the payment terms or the timing of your payment obligations. Time of payment is of essence. Under no circumstances will you have a right of set-off. You agree to indemnify EON for all collection costs incurred to recover amounts due, including, without limitation, attorneys' fees, court costs and other expenses.
3. **SECURITY DEPOSIT** - Upon EON's request, you will pay us a security deposit to guarantee your full and faithful performance of all terms, conditions and provisions of this Agreement. EON, without prejudice to any other remedy, shall have the right to apply all or any part of said security deposit to the full or partial cure of any default by you, and the sum so applied by us shall be in reduction, but not in satisfaction, of any damage suffered by us as a result of said default. If you have carried out all of the terms, covenants, agreements, warranties and conditions herein, we will refund you the security deposit (without interest) no later than ten (10) days following the date that all Equipment has been returned to us in clean and satisfactory condition as provided in this Agreement.
4. **RENTAL PERIOD** - The rental period ("Rental Period") shall commence on the Beginning Date (as hereinafter defined) and shall continue through and including the Ending Date (as hereinafter defined). Except as otherwise provided herein, the "Beginning Date" shall mean (a) for Equipment picked up by Lessee EON prior to 1:00 p.m. or delivered to Lessee by EON prior to 1:00 pm, the date of such pick up or delivery, or (b) for all other Rentals, the date immediately following the date the Equipment leaves EON's premises. Except as otherwise provided herein, the "Ending Date" shall mean (i) for Equipment returned to EON after 12:00 p.m. (Noon), the date of such return, or (ii) for all other Rentals, the date immediately preceding the date the Equipment is returned to EON. We may, at and for our convenience,

deliver or make the Equipment available to you prior to your requested receipt date or arrange for pickup or shipment from you after your specified return date. You are not obligated to pay additional rental charges for the number of days the Rental Period is extended pursuant to our request and for our convenience however all other terms and conditions as provided herein shall continue to apply until the equipment is returned to EON's possession.

5. CREDIT - All shipments made on open accounts are all times subject to the approval of EON's credit department. We may invoice and recover for each shipment made pursuant to this Agreement as a separate transaction without regard to any other Order. All overdue amounts must be paid before additional shipments are made, and we reserve the right to cancel any Order or refuse to accept or fill any Order then outstanding until all overdue amounts are paid in full. In the event that we, in its sole and absolute discretion, deem your credit to be unsatisfactory, we have the right, in addition to any of its other remedies, to (a) limit the amount of credit that we extend to you and delay the delivery of Equipment based upon such limitations; (b) require full or partial payment in advance, (c) deliver Equipment to you C.O.D. or require another form of payment, (d) require you to submit written guarantees of payment satisfactory to us, or (e) cancel or refuse to accept or fill any Order from you then outstanding or thereafter placed.
6. SHIPPING - Unless otherwise agreed in writing by the parties, packaging methods, shipping documents and manner, route and carrier of shipment shall be at Seller's sole discretion. We typically ship by Standard (Ground) Service via UPS or Federal Express unless expedited shipment (3-Day, 2nd Day, Next Day, etc.) is required to meet your delivery requirements, or if you request a specific delivery speed or carrier. At our discretion, we may deliver or pick up Equipment subject to Rental under this Agreement from your designated address. All shipping and handling charges will be added to your invoice, unless otherwise agreed. At your request, we will bill shipping charges directly to your account with a specific carrier. You will be responsible for and assume all risk and liability for loss, damage or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Equipment after our delivery of the same to the carrier. We reserve the right to ship items in a single or multiple shipments. Our delivery or shipping dates are approximate only and merely represent our best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by us of all necessary shipping information. We are not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by you or your customers that may result therefrom. We will not charge rental fees for the duration of a delay in shipment caused by us or under our own control.
7. QUOTATIONS & PRICES – Quotations, prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and to confirmation by us. Such publications are maintained only as a source of general information. We have no obligation to sell or deliver Equipment covered by our quotation unless and until we issue an order acknowledgement form or upon the shipment or delivery of Equipment by us. Published Equipment rental prices do not include sales, use, excise, customs, value-added or similar taxes. Such taxes are your responsibility and will be invoiced as a separate item to be paid by you.
8. RETURN; RECALL; REPOSSESSION - You agree that all Equipment shall be cleaned and decontaminated by you prior to being returned to EON. You warrant that, unless otherwise stated in writing by you, all Equipment returned to EON is clean and free from all contamination. If any returned Equipment is determined by EON, in EON's sole discretion, to be dirty or contaminated, you will pay for the cleaning, decontamination or replacement of such Equipment, as determined by EON in EON's sole discretion, and the cost of such will be additional rent, due and payable by you on demand. Along with the Equipment, you will return to EON all accessories shipped with the equipment and included on the rental equipment checklist (excluding small amounts of consumables supplied for the purpose of operating the equipment). EON may, at EON's sole discretion, recall any or all Equipment upon ten (10) days written notice to you (which may be via email). If you fail to return the Equipment, EON may take such steps as necessary to repossess the equipment, and you will be liable for all reasonable expenses including attorneys' fees.
9. RENTAL AND CANCELLATION CHARGES - For each piece of Equipment rented by you, you will pay to EON the "Rental Charges" as defined in the applicable rental price list or, if prices are defined by a valid quotation then as defined by the quotation. Except as otherwise agreed by us in writing, you are solely responsible for all shipping charges. If you cancel an order after the Equipment has been shipped or delivered by EON, you shall pay the Rental Charges for the period of time that the Equipment was not in EON's possession (one day minimum charge) plus all shipping or delivery charges.
10. ORDER CANCELLATION – You may not cancel, alter or modify any Order shipped by us except as otherwise permitted herein or agreed to

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in writing by us. You will indemnify us for all costs and expenses already incurred and commitments made by us related to any terminated, cancelled or modified Order. Notwithstanding any term to the contrary contained herein, a "Special Product" (non-stock product) will be identified and acknowledged when requested or ordered and will be subject to a rental fee for the period the equipment is charged to us by our supplier.

11. MAINTENANCE AND OPERATION; COMPLIANCE WITH LAWS – You will not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall ensure the Equipment is not subjected to careless or unusually or needlessly rough usage. You will, at its own expense, maintain the equipment and its appurtenances in good repair and operative condition and return it in such condition to EON, except for ordinary wear and tear resulting from proper use. EON shall have the option of requiring you to repair the Equipment to a state of good working order, or replace the Equipment with like Equipment in good repair, which Equipment shall become our property and subject to these Terms. You will pay on demand all Rental Charges throughout such time that the Equipment is being cleaned, decontaminated, repaired or replaced. You will comply with all laws governing the use of the Equipment, including, without limitation, environmental, health and safety compliance, and licensing, registration, or permits required to possess or operate the Equipment.
12. OPERATORS - Unless otherwise mutually agreed in writing, you will supply and pay all operators of the equipment during the Rental Period. All operators shall be competent. Should EON furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and you will pay them salary or wages and all other applicable costs. You will provide and pay for all workers' compensation insurance and all payroll taxes required by law and applying to such operators and workman.
13. INSPECTION; CONCLUSIVE PRESUMPTIONS – You will inspect the Equipment prior to use and within twenty-four (24) hours of receipt thereof (the "Inspection Period"). Unless you give written notice to EON within the Inspection Period specifying any defect in or other proper objection to the equipment, you agree that it shall be conclusively presumed, as between EON and Lessee, that Lessee has fully inspected the Equipment, determined that it is in good condition and repair, and has accepted the Equipment as such. Under no circumstances shall EON be responsible or liable for calibrating, or checking the calibration of, the equipment prior to or during the Rental Period. EON shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
14. TITLE; RISK OF LOSS – Title to the Equipment provided to you remains with us at all time. You will be responsible for all risk of loss, damage, or destruction of the Equipment and the payment of all Rental Charges from the date of delivery until the Equipment is returned in clean and satisfactory working condition to EON as provided herein. Loss or damage in transit is the responsibility of the carrier according to their terms, and it is your responsibility to inspect shipments for damage and file claims for loss with the carrier immediately upon receipt. We will assist in tracking a shipment and will provide information and guidance for filing claims against a carrier for lost or damaged items. You will indemnify us for all loss, liability, expenses, costs and damages relating to or arising from the Equipment prior to transfer of title to the Equipment pursuant to these Terms.
15. INSURANCE - You will, at your sole expense, carry public liability insurance and property insurance to protect EON in the amount of not less than One Million Dollars (\$1,000,000.00) per accident and keep the Equipment insured against all risks of loss or damage, including transportation, for not less than the full replacement value thereof and lost rents. Lessee shall cause EON to be named as additional insured on such policies that shall be issued by companies qualified to do business in the state in which the Equipment is located. Claim payments for all losses shall be payable directly to EON. Lessee shall provide satisfactory evidence of such insurance coverage to EON. Your failure to maintain insurance shall constitute a default hereof. In such event, EON may obtain the insurance and the cost of such insurance shall be additional Rental Charges, due and payable by Lessee on demand. Lessee and its insurers waive all rights of subrogation against EON for such losses
16. DEFAULT; REMEDIES. If you (a) breach this Agreement and such fail to remedy such breach within five (5) days after written notice hereof to Lessee by EON, (b) you become insolvent or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a receiver, trustee, or liquidator (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law, you will have the right to exercise any one or more of the following remedies: (i) declare the entire amount of Rental Charges immediately due and payable as to any or all items of the Equipment, without further notice or demand to you; (ii) sue for and recover all Rental

Charges, then accrued or thereafter accruing, with respect to any or all items of the Equipment; (iii) take possession of any or all items of the Equipment without further demand, notice, or legal process, wherever they may be located; (iv) terminate this Agreement as to any or all items of Equipment; and (v) pursue any other remedy at law or in equity. You hereby waive any and all damages occasioned by EON's taking of possession of Equipment as provided herein, and any said taking of possession will not constitute a termination of this Agreement as to any or all items of Equipment unless EON expressly so notifies you in writing. Notwithstanding such repossession or any other action that EON may take, you shall be and remain liable for the full performance of all of your obligations as provided herein. You will pay to EON all costs and expenses, including attorneys' fees, incurred by us in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions of this Agreement.

17. **WARRANTY DISCLAIMER – ALL EQUIPMENT PROVIDED UNDER THIS AGREEMENT IS PROVIDED “AS-IS”, AND EON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY MATTER WHATSOEVER AND DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EON FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT.**
18. **LIMITATION OF LIABILITY - IN NO EVENT WILL EON, ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR THE EQUIPMENT PROVIDED HEREUNDER, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFITS OR REVENUES, INTERRUPTION OF BUSINESS, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, MATERIALS, COMPONENTS OR PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, MATERIALS, COMPONENTS OR PRODUCTS, COST OF SUBSTITUTE PARTS, OR CLAIMS OF LESSEE'S CUSTOMERS FOR SUCH DAMAGES. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, RENTAL, OR USE OF ITS EQUIPMENT IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY OBLIGATIONS OR LIABILITY ARISING OUT OF YOUR NEGLIGENCE OR FAULT. IN NO EVENT SHALL EON BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH ANY EQUIPMENT RENTAL HEREUNDER IN EXCESS OF THE NET RENTAL PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU AND GIVING RISE TO THE CAUSE OF ACTION.**
19. **TECHNICAL DATA; PRODUCT USE - All physical properties, statements and recommendations are either based on the tests or experience that we believe to be reliable, but they are not guaranteed. You are solely responsible for determining whether any Equipment is fit for a particular purpose and suitable for your method of application. We are not responsible for the results or consequences of use, misuse or application of its Equipment by anyone.**
20. **OWNERSHIP OF INTELLECTUAL PROPERTY - All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to you by us and all rights therein (collectively, “Intellectual Property”) will remain the property of us and our licensors or manufacturers and will be kept confidential by you in accordance with this Agreement. You will have no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to us upon our request. You acknowledge that no license or rights of any sort are granted to you hereunder in respect of any Intellectual Property.**
21. **GOVERNING LAW; DISPUTES - The laws of the State of Georgia, without regard to its conflicts of law principles or the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the rental of Equipment by you from us. You hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such purchases and agree to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, we will have the right, and in addition to all other remedies available to us at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event you violates or threatens to violate the terms of Section 20. Each party acknowledges that a violation of Section 20 would cause irreparable harm and that all other remedies are inadequate. Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these terms and conditions by you shall be barred unless commenced by us within one (1) year from the accrual of such cause or action.**

22. MODIFICATIONS - We may modify these Terms in our sole discretion at any time without advising you in advance. We will post the latest version on our website and they will be effective as soon as they are posted. By placing an Order with us after such modifications have been posted, you accept and agree to be bound by such modified Terms.
23. MISCELLANEOUS - In addition to any excuse provided by applicable law, we shall be excused from liability for non-performance or delay in performance arising from any event beyond our reasonable control, whether or not foreseeable by you or us. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable us to perform. We may, during any period of shortage due to any of the above circumstances, allocate our available supply of Equipment among ourselves and its customers in such manner as we, in our judgment, deem fair and equitable. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect. All remedies of EON hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by us to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision. No assignment of any rights or interest or delegation of any obligation or duty of you under this Agreement may be made without our prior written consent. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.