SITCO Enterprises LLC

(Summit International & Summit Work Apparel)

collectively and individually hereinafter called

"Summit"

TERMS & CONDITIONS FOR THE SALE OF EQUIPMENT, PPE, PARTS, SERVICES OR RENTAL

1) **APPLICATIONS AND CONDITIONS**: **"Summit"** shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of **"Summit"** which is accepted by the Buyer, or any order of the Buyer which is accepted by "**Summit"**; and

These Terms and Conditions "AGREEMENT" shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by "Summit", or any such order is made of purported to be made, by the Buyer.

2) **AGREEMENT & ACCEPTANCE:** Orders or other requests, whether oral or written, for the supply or sale of machinery, Personal Protective Equipment "PPE", or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts") or for the provision of services ("Services"), or for the rental of machinery, or "Equipment" ("Rental") to be provided by **"Summit"**, on behalf of itself and its divisions and subsidiaries, or by its affiliates **("Summit")** to its customers (each a "Buyer") (the "Orders") are subject to **Summit**'s written acceptance by an authorized representative of **"Summit"** and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, PPE, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by **"Summit"** to Buyer ("Proposal"), if any; (c) the written order acknowledgement issued by **"Summit"** to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such agreed to in writing by **Summit** (the Order, Terms and Conditions, Proposal, Acknowledgment and any such change order, and any such additional terms as agreed to in writing by an authorized representative of **"Summit"** collectively referred to herein as the ("Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document inconsistent herewith and any inconsistent language in Buyer's purchase order or other similar document) is hereby rejected. Buyer's purchase order (or other Similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, PPE, services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a proposal and an Acknowledgment, the Acknowledgment shall prevail.

3) **PRICES:** Prices of Equipment, Parts, PPE, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to writing by **"Summit"**. Unless otherwise specified, all priced contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW **Summit**'s premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change with notice. **Summit**'s bears no responsibility for any consular fees, fees for legalizing invoices, certificates or origin, stamping bills of lading or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to **"Summit"** of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

4) **TAXES:** Transaction Taxes. In addition to the charges due under this agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless **"Summit"** from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If **"Summit"** pays any such tax, Buyer shall, within thirty (30) days of "**Summit's"** written demand reimburse Summit for the tax including interest fines, and penalties, paid by **"Summit"**. It shall be Buyer's sole obligation after payment to **"Summit"** to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide **"Summit"** with a copy of all exporting documents and any other documents reasonably requested by Summit to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government or agency to withhold compensation due to **"Summit"** to satisfy any obligation of **"Summit"** for taxes shall give at least 30 days' notice to **"Summit"** that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency on behalf of **"Summit"**, and to provide

"Summit" with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government or agency within 30 days of the date required or withholding. Buyer shall not withhold compensation due to **"Summit"** if Summit produces evidence, acceptable to Buyer that **"Summit"** is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse **"Summit"** for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to **"Summit"**. Buyer's obligation to deliver to Summit tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of **"Summit"** that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to **"Summit"**, Buyer shall first provide notice to **"Summit"** and give **"Summit"** an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from **"Summit"**, Buyer shall promptly and timely notify he **"Summit"** in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify **"Summit"** so that **"Summit"** has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely rom Buyer. **"Summit"** shall not be responsible for any compromise made by Buyer without **Summit**'s prior written consent.

Cooperation. Buyer shall cooperate with Summit, and at the request of **"Summit"**, Buyer shall use its best efforts to supply to **"Summit"** such information (including documentary information) in connection with its activities as may be required by **"Summit"** for any of the following purposes:

a) To enable **"Summit"** to comply with the lawful demand or requirement by such information by any appropriate government authority or to ensure that all requirement of the applicable law are being compiled with;

b) To enable **"Summit"** to conduct, defend, negotiate or settle any claim arising out of, or in connection with such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;

c) To enable **"Summit"** to make any application (including, but without limitation, any claim for any for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of **"Summit"** to any taxes, levies, charges and contributions (and any interest or penalties thereon); or

d) To secure for **"Summit"** any beneficial tax treatment and leally minimize any tax obligation in connection with this Agreement.

Summit's requests for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligation set forth above shall exist for a period of two (2) years commencing with the date of agreement by Buyer of Summit's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

5) **PAYMENT TERMS**: Unless alternate payment terms are specified and agreed to by **"Summit"** in writing, all charges, including applicable packing and transportation costs, billed by **"Summit"** are subject to 30% down payment for total amount of invoice and balance payable prior to shipment via wire transfer to Summit's bank account (as indicated in Summit's original invoice). Unless otherwise specified, all payments are due in US Dollar, specified in **Summit**'s Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to **"Summit"** on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payments for goods are due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. **"Summit"** shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. **"Summit"** reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to **"Summit"** until Buyer cures the default or satisfactory security for payment has been provided. **"Summit"** shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, **"Summit"** has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for rental equipment, rental charges will be incurred and will be invoiced until the later of; (i) the end of the agreed rental period; or (ii)30 days prior to the receipt of total purchase price and all other rental amounts due.

6) **DELIVERY:** Unless otherwise agreed to by **"Summit"** in writing, delivery terms shall be EXW **Summit**'s premises (INCOTERMS 2010) except to the extent modified by these terms and Conditions. Where good are to be supplied from stock, is subject to availability of stocks at the date of delivery Partial shipments may be made as agreed to by Buyer and **"Summit"**. Stated delivery dates are approximate only and cannot be guaranteed. **"Summit"** shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of good when tendered, **"Summit"** may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to summit for the reasonable cost of such storage.

This provision is without prejudice to any other rights which **"Summit"** may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passed to Buyer. Buyer is responsible for all shipping costs from **Summit**'s premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to **Summit**'s premises shall also be for Buyer's account.

7) **FORCE MAJEURE**: If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party with a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of god, laws and regulations, government action or inaction, war, civil, disturbances, strikes and labor problems, delays of vendors, carriers, lightening, fire flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. **"Summit"** shall be paid its applicable standby rate, if any, during any such Force Majeure event.

8) **CANCELLATION**: All of **Summit**'s documents, drawings and like information shall be returned to **"Summit"** upon Buyer's request for cancellation. The following minimum cancellation charges will apply:

a) 25% of Agreement value if canceled 10 days after the date of placing the order.
b) 50% of the Agreement value if canceled after 30 days
c) 100% of the Agreement value if cancelled after 45 days from date of placing the order
d) 100% of the value of any non- standard items (which are items not billed for stock or built to customer specifications)

In the event of Rental, Terms and Conditions of Rental Agreement will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.

9) **TITLE AND RISK OF LOSS**: For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) **Summit**'s delivery of the goods or (b) invoicing by **"Summit"** for the goods where Buyer is unable to accept scheduled date. **"Summit"** retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure **Summit**'s interest. **"Summit"** accepts no responsibility for any damage, shortage or loss in transit. **"Summit"** will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but **"Summit"** does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or PPE or Equipment shall remain with **"Summit"** at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

10) **LIMITED WARRANTY**: New Equipment/Parts: In the case of the purchase of new Equipment/Parts, PPE and solely for the benefit of the original user, **"Summit"** warrants, for a period of twelve (12) months from the invoice date, that, new Equipment/Parts, PPE of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by the others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform to such specifications upon inspection by **"Summit"**, **"Summit"** will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Service. **"Summit"** warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. **"Summit"** shall re-perform that part of the non-conforming Services, provided **"Summit"** is notified by Buyer prior to **Summit**'s departure from the worksite.

Summit's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by **"Summit"**; or (d) use of handling of the equipment by Buyer in a manner inconsistent with **Summit**'s recommendations. Further, **Summit**'s warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due to **"Summit"**. Any third party warranties provided on equipment or parts not manufactured by **"Summit"** are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND "SUMMIT" EXCLUSIVE OBLIGATION WITH REGARD TO N0N-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWEISE EXPRESSLY PROVIDED PURSUANT TO HE PROVISIONS OF THIS ARTICLE 9, "SUMMIT" MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND "SUMMIT" DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11) **CHANGES**: **"Summit"** expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

12) **RETURN OF MAKE TO STOCK GOODS**: With **Summit**'s written approval, unused, incorrectly shipped or "Made for Stock" good ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) month after the receiving date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of **"Summit"**. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against **Summit**'s invoice, and any credit or refund allowed will be issued following **Summi**t's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of **"Summit"** goods. The credit given will be solely in **Summit**'s discretion and may be based on the original or a subsequently adjusted price.

13) **LIABILITIES, RELEASES AND INDEMNIFICATION**: For purpose of this Article 13, the following definitions shall apply:

"Summit" shall mean (i) **"Summit"**, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessee, co-owners, partners, joint ventures, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

Buyer shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co- owners, partners, joint venture, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs litigation of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including without limitation, property loss or damage, personal or bodily injury, sickness , disease or death, loss of services and/or wages, or loss of consortium or society).

a) **"Summit"** shall release, indemnify, defend and hold Buyer harmless from and against any and all Claims in respect to personal or bodily injury to sickness, disease or death of any member of **"Summit"** or **"Summit's"**, subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of **"Summit"** or **"Summit's"** subcontractors or their employees, agents or invitees.

b) Buyer shall release, indemnify, defend and hold **"Summit"** harmless from and against any and all Claims in respect to personal or bodily injury to, sickness, disease or death of any member of Buyer or Buyer's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer or Buyer's subcontractors or their employees, agents or invitees.

c) **NOTWITHSTANDING ANYTHING CONTAINED IN THIS "AGREEMENT" TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OPPORTUNITIES**.

d) **THE EXCLUSIONS OF LIBABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUH F. OF THIS ARTICLE 13 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OF FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATIONOR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.**

e) Redress under the indemnity provisions set forth in this Article 13 shall be the exclusive remedy (ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

14) **INSURANCE**: Upon written request, each party shall furnish to the other party certificates of insurance evidence the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent , subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies. And its and their respective officers, directors, employees, consultants and agents.

15) **GOVERNING LAW**: For Equipment, PPE, Parts, Services or Rental provided, or to be provided, by **"Summit"**, this "Agreement" shall be governed and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out or relating to this "Agreement" must be brought in a state or federal court sitting in Harris County, or Fort Bend County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such courts in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. BOTH PARTIES AGREE THAT, TO THE EXTENT ALLOWED BY THE GOVERNING LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS AGREEMENT. THE PARTIES EXPRESSLY AGREE TO A JUDGE TRIAL. Nothing herein shall prohibit Summit from availing itself of a court of competent jurisdiction for the purpose of injunctive relief.

"Summit" retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, PPE, Parts, Services or Rental.

16) **OWNERSHIP AND PATENT INDEMNITY**: All proprietary information such as design, trademarks, logos used in connection with the Equipment, PPE, Parts, Services, or Rental, either purchased or use or sale of Equipment, PPE or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment, PPE or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify **"Summit"** in writing upon receipt of any claim for infringement, or upon the filing of any such suit or infringement whichever first occurs, and shall afford **"Summit"** full opportunity, at **Summit**'s option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way **"Summit"** sees fit. **"Summit"** does not warrant that such Equipment, PPE or Parts: (a) will not infringe any such patent when not of **Summit**'s manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used, in the practice of processes, will not, as a result of such combination, or use, infringe any such patent, and **"Summit"** shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b). **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF "SUMMIT" CONCERNING PATENT INFRINGEMENT.**

17) **REGULATORY COMPLIANCE**: By acceptance of delivery under this Agreement, Buyer warrants that it has complied with all applicable governmental and regulatory requirements of the United States and will furnish **"Summit"** with such documents as may be required. **"Summit"** warrants and certifies that in the performance of this "Agreement", it will comply with all applicable statutes, rules, regulations and orders in effect at the time of "Agreement" execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment and applicable price ceilings if any. **"Summit"** will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause **"Summit"** to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto including the U.S. Foreign Corrupt Practices Act of 1977**. No provision in this "Agreement" shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation or, or result in a loss of economic benefit under, any anti-boycott including but not limited of any such law of the United States**. All Orders shall be conditional upon granting of export licenses or import permits which be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay or material if licenses are not granted or are revoked.

18) **CONFIDENTIAL INFORMATION**: Each party recognizes and acknowledges that it shall maintain all data, information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove shall deprive the party receiving the Confidential Information of the right to use or disclose any information; (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only later said late date; (c) which is possessed by the party receiving the Confidential Information, as evidence by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the a Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that **"Summit"** owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, PPE, Services or Rental furnished by **"Summit"** hereunder, and if **"Summit"** makes any improvements on such technology, then **"Summit"** shall own all such improvements, including drawing, specifications, patterns, calculations, technical information and other documents.

19) **INDEPENDENT CONTRACTOR**: It is expressly understood that "Summit" is an independent contractor, and that neither "Summit" nor its principle, parties, employees or subcontractors are servants, agents or employees of Buyer.

20) **ADDITIONAL RENTAL TERMS AND CONDITIONS**: Unless other indicated, the rental rates contained in **Summit**'s Proposal are on a on a weekly basis, and those rates apply to each piece of Equipment, PPE or part rented. "Summit" represents that it has fully inspected the Rental Equipment, PPE and parts as detailed in the Agreement and that said Equipment, PPE, and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, **"Summit"** represents that the Rental Equipment, PPE and parts are not subject to any encumbrances or liens, and that **Summit** is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental Equipment, PPE and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Rental Equipment, PPE and parts in accordance with **Summi**t's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents the Rental Equipment, PPE and parts (if applicable). Buyer shall keep the Rental Equipment, PPE and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental Equipment, PPE and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental Equipment, PPE and parts. The coverage shall be in an amount not less than the new replacement price of the Rental Equipment, PPE and parts. **"Summit"** shall provide equipment and parts prices at execution of this "Agreement".

At the expiration of the applicable rental terms, Buyer will at its sole cost return the Rental Equipment, PPE and parts to the facility designated by **"Summit"**, in good working condition (reasonable wear and tear excepted). Upon receipt of the returned rental equipment, **"Summit"** will service and inspect the Rental Equipment. In the event **"Summit"** determines that the Rental equipment is materially damaged or not in good working condition (reasonable wear and tear excepted), any service work required to bring the rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection and spare parts.

21) **GENERAL**: Failure of Buyer or **"Summit"** to enforce any of the terms and conditions of this "Agreement" shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provision of this agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provisions supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This "Agreement" shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.

22) **IT IS UNDERSTOOD, ACKNOWLEDGED, AND AGREED BY BUYER THAT THIS "AGREEMENT" IN ITS ENTIRETY IS AN INTEGRAL PART OF ALL PROPOSALS, QUOTATIONS, PACKING SLIPS, AND INVOICES ISSUED BY "SUMMIT" TO THE BUYER AND DOES NOT REQUIRE BUYER'S SIGNATURE TO BECOME EFFECTIVE.**