

**DURANTE RENTALS, LLC**  
**EQUIPMENT SALE TERMS AND CONDITIONS**

1. **DEFINITIONS.** “Carrier” means a third party delivery service which delivers the Equipment to Customer. “Customer” means the person or entity identified on the front page of this Sale Agreement/Invoice, including any representative, agent, officer or employee of Customer. “Durante” means Durante Rentals, LLC, doing business under its own name or under a D/B/A (including the D/B/A Iron Source, LLC). “Equipment” means any one or more of the items listed on the front page of this Sale Agreement/Invoice, and shall include any accessories, attachments or other similar items sold to Customer, such as air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. “Store Location” means the Durante address on the front page of this Sale Agreement/Invoice. “Vendor” means a Customer from whom Durante has purchased, is currently purchasing, or will purchase equipment, supplies or other items.
2. **AUTHORITY TO SIGN.** Any individual signing this Sale Agreement/Invoice represents and warrants that he or she is of legal age, and has the authority and power to sign this Sale Agreement/Invoice on their own behalf or for the Customer.
3. **TERMS OF PAYMENT.** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Without limiting Durante’s other rights, late payments accrue interest, payable by Customer on Durante’s demand, at the lesser of 1.5% per month (18% per annum) or the highest rate permitted by law. Customer agrees to pay all collection costs, attorneys’ fees and court costs incurred by Durante to enforce the terms and conditions of this Sale Agreement/Invoice.
4. **SECURITY INTEREST.** Customer hereby grants to Durante a security interest in the Equipment and the proceeds of the Equipment to secure the prompt payment and performance of Customer’s purchase price and other obligations. Customer authorizes Durante to file financing statements to perfect this security interest. If Customer does not timely satisfy Customer’s payment and other obligations, Durante will have all rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured party. Customer also grants to Durante all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver. Customer agrees to pay Durante all costs which Durante may incur in the repossession and disposition of the Equipment, including Durante’s attorneys’ fees.
5. **DISCLAIMER OF WARRANTIES.** Unless Durante indicates otherwise on the front page of this Sale Agreement/Invoice, the Equipment is used and was previously rented out by Durante to numerous persons. Whether or not the Equipment is used, it is being sold by Durante “AS IS”, WITH ALL FAULTS. If the Equipment is new, Durante will, to the extent permitted by the manufacturer of the Equipment, pass on to Customer warranties made by such Equipment manufacturer. Except where prohibited by state law, Durante makes no representation or warranty on any matter whatsoever. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Any oral or other statements that Durante’s employees may have made regarding the Equipment do not constitute warranties, are disclaimed by Durante, and shall not be relied upon by the Customer. Except where prohibited by state law, Customer waives and releases Durante of and from all obligations, liabilities, rights, claims and remedies, in tort or otherwise relating to the Equipment or this sale, whether arising out of the use, possession, operation, sale, lease, assembly or disassembly of the Equipment, or out of Durante’s negligence or strict or product liability, or otherwise.
6. **INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD DURANTE, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR SALE OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST DURANTE BASED

UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY DURANTE FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF DURANTE. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND AFFECT NOT WITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.

7. **DELIVERY. Customer Picks Up Equipment.** In the event Customer picks up any item of Equipment at a Store Location, Customer shall be deemed to have inspected and accepted each item of Equipment at the time of pick up and risk of loss and title to the Equipment shall pass to Customer at such time. **Durante Rentals Delivers Equipment to Customer.** In the event Durante delivers the Equipment to a location designated by Customer, Customer shall sign such documents as required by Durante evidencing that the items of Equipment have been delivered to and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery. Customer shall pay all costs of shipping. **Carrier Delivers Equipment to Customer.** In the event a Carrier is utilized to deliver Equipment to Customer, Customer shall sign such documents as required by Durante and/or Carrier evidencing that the items of Equipment have been delivered and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery of the Equipment to Carrier. Customer shall pay all costs of shipping.

8. **CUSTOMER/VENDOR ACKNOWLEDGEMENT.** Vendor acknowledges and agrees that even though Durante may have purchased or may purchase equipment and other items from Vendor prior to or subsequent to the transaction set forth herein, such purchases of equipment and other items by Durante have not formed any part of the consideration for the purchase of the Equipment hereunder. Customer acknowledges that the price for each item of Equipment and other items set forth on the front of this Sale Agreement/Invoice has been negotiated at arms length and in good faith.

9. **OTHER PROVISIONS.** This Sale Agreement/Invoice sets forth the entire understanding of Durante and Customer with respect to the Equipment and the sale of the Equipment, supersedes all prior agreements, and cannot be changed or terminated orally. The federal and state courts in the State of New York shall have exclusive jurisdiction over all matters relating to this Sale Agreement/Invoice and the sale of the Equipment. **TRIAL BY JURY IS WAIVED.**

10. **EXPORT CONTROLS AND ECONOMIC SANCTIONS.** Customer acknowledges that the Equipment is subject to U.S. export and sanctions laws and regulations, including, but not limited to, the U.S. Export Administration Regulations, 15 C.F.R. parts 730-774, and the regulations promulgated by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury, 31 C.F.R. parts 501-598. Customer agrees to comply with applicable export, re-export, transfer, end-user, and end-use prohibitions and licensing requirements under U.S. export and sanctions laws and regulations including, but not limited to, all applicable prohibitions related to the supply of any equipment, technology, or services to any prohibited, sanctioned, or controlled countries, entities, or individuals, or the transfer or transshipment of equipment, technology, or services through Cuba, Iran, North Korea, Syria, or the Crimea region, or any other country subject to United States trade sanctions under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.), Trading With The Enemy Act (50 U.S.C. app. §§ 1-44), Export Control Reform Act (50 U.S.C. § 4801, et seq.), each as amended, and each other statute and Executive Order of similar import, and any and all regulations promulgated pursuant to such statutes or Executive Orders. Durante is not required to perform any action under this Sale Agreement/Invoice if such action is contrary to U.S. law or a directive, order, regulation, or license issued by the United States Government. Customer represents and warrants that it is not itself, nor is it owned or controlled by, (a) any person (including any entity) that appears in any sanctions-related list of designated persons maintained by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or the United Nations Security Council, (b) a person operating, organized, or resident in, or acting as a representative or agent of the Governments of, Crimea, Cuba, Iran, North Korea, Syria or Venezuela, including any political subdivision, agency, or instrumentality thereof, or any other government or territory against which the United States maintains economic sanctions or embargos

under the OFAC Regulations or an Executive Order, as amended from time to time, to the extent such laws prohibit Durante from transacting with such persons. Durante is not required to perform any action under this Agreement if such action is contrary to U.S. law or a directive, order, regulation, or license issued by the United States Government.