



## TERMS AND CONDITIONS

1. This agreement is subject to approval and acceptance by Owner.
2. Owner may terminate this Agreement for any reason upon 30 days notice. If Renter breaches this Agreement or fails to pay invoices when due, Owner may terminate this Agreement without prior notice, and without demand or legal process enter into the premises where Equipment may be and remove same. Renter will pay for all costs of collection and all expenses incurred by Owner in connection with the enforcement of any of Owner's remedies, including but not limited to, all expenses of removing, storing, shipping, repairing and selling the Equipment, as well as Owner's reasonable attorney's fees and costs.
3. Renter can purchase installed Equipment at any time. Owner retains title to Installed Equipment until or unless Renter purchases Equipment, under terms to be negotiated between Owner and Renter. Owner may take immediate possession of Equipment upon breach or termination of this Agreement. Renter bears all risk of loss to installed Equipment. Renter shall keep the Equipment insured against all risk of loss or damage from every cause whatsoever during the term of this Rental Agreement for not less than the full replacement value thereof.
4. Renter shall use the Equipment in the regular course of business and at the location stated herein, within its normal operating capacity and shall comply with all laws, ordinances, regulations, requirements (from the manufacturer or otherwise) and rules with respect to maintenance and operation of the Equipment, and shall not move the Equipment without the prior written consent of Owner. Renter shall return the Equipment to Owner in the same condition as at the commencement of this Rental Agreement, except for ordinary wear and tear. If Owner incurs any costs or expenses to bring the Equipment up to good working order and appearance, Renter shall immediately reimburse Owner for all such costs or expenses.
5. OWNER IS NOT LIABLE FOR ANY LOSSES, DAMAGES OR NON-PERFORMANCE, EITHER DIRECTLY OR INDIRECTLY, CAUSED BY CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO STRIKES, WORK STOPPAGES, DELAYS IN MANUFACTURING, SHIPMENT OR DELIVERY, UNAVAILABILITY OF PARTS AND/OR DRUMS WHICH MAY BE REQUIRED TO REPAIR EQUIPMENT, FIRE, CIVIL DISOBEDIENCE, RIOTS, GOVERNMENTAL REGULATIONS, OBSOLESCENCE AND ACTS OF GOD.
6. Owner represents that it is in compliance with the requirements of the Fair Labor Standards Act and Title VII to the Civil Rights Act of 1964.
7. After the date of installation, Owner will bill Renter for each unit of equipment in advance on a monthly basis. Renter will pay the invoices in full without set-off or discount within 30 days of invoice date. Owner may charge Renter interest on the monies due Owner from and after the date the monies are due, at a rate of one and one-half percent per month. Renter's obligation to pay rental payments and any other obligations hereunder shall be absolute and unconditional, and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
8. OWNER WARRANTS THAT EQUIPMENT IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND WILL REPAIR OR REPLACE, AT ITS OPTION, EQUIPMENT FOUND TO BE DEFECTIVE. OWNER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. OWNER IS NOT LIABLE FOR ANY LOSS OR INJURY TO RENTER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, CAUSED BY THE USE, RENTAL OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY MANUFACTURER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, RENTER SHALL MAKE SUCH CLAIM SOLELY AGAINST MANUFACTURER AND RENTER HEREBY WAIVES ANY CLAIM AGAINST OWNER. NO REPRESENTATIONS OR WARRANTY BY MANUFACTURER IS BINDING ON OWNER, NOR SHALL BREACH OF SUCH WARRANTY BY THE MANUFACTURER RELIEVE RENTER OF ITS OBLIGATIONS TO OWNER. ALL WARRANTIES FROM THE MANUFACTURER TO OWNER ARE HEREBY ASSIGNED TO RENTER. RENTER DOES HEREBY RELEASE AND HOLD OWNER HARMLESS AND AGREE TO INDEMNIFY OWNER FROM ANY AND ALL CLAIMS, DAMAGES AND/OR LOSSES OF ANY TYPE WHATSOEVER CAUSED BY OR RELATED TO OWNER ACTS AND/OR OMISSIONS IN INSTALLING, MAINTAINING, OR SERVICING RENTER'S COMPUTER NETWORK AND ANY EQUIPMENT CONNECTED THEREWITH. RENTER SHALL INDEMNIFY AND SAVE OWNER HARMLESS FROM ANY AND ALL SUITS, JUDGEMENT OR LIABILITIES FOR INJURIES, INCLUDING DEATH TO PERSONS OR DAMAGE TO PROPERTY ARISING OUT OF OR ALLEGED TO HAVE RISEN OUT OF THE CONDITION, USE, OPERATION, MAINTENANCE OR DELIVERY OF EQUIPMENT.
9. Except for repairs caused by negligence or improper use by the Renter, Owner will repair installed equipment and will provide replacement parts during regular service hours at no additional charge to Renter. The contract includes all parts, all service and drums. The service portion of this agreement is subject to annual review. It may be increased at a rate not to exceed 7% per 12 month period.
10. Owner will call the Renter each month to obtain meter readings for billing purposes.
11. Renter will:
  - a) Provide electric service suitable for use of equipment;
  - b) Use supplies which meet or exceed Owner specification;
  - c) Not alter or move equipment or perform unauthorized repairs on equipment;
  - d) Grant Owner or an authorized Owner dealer access to equipment to read meters and inspect, repair or remove equipment.

## TERMS AND CONDITIONS (Con't)

12. **DEFAULT:** There shall be deemed to be a breach of this agreement, (a) if Renter shall default in the payment of any rent hereunder when due, (b) if Renter shall default in the performance of any covenants herein and such default shall continue uncured for five (5) days, (c) if Renter becomes insolvent, or if a petition is filed by or against Renter under the Bankruptcy Code or any amendment thereto (including petition for reorganization, arrangement or an extension), (d) if Renter attempts to remove or sell or transfer or encumber or sublet or part with possession of equipment or any portion thereof, or (e) if any default shall occur under any other agreement between Owner and Renter; or (f) if any representation or statement made or furnished by Renter to Owner was false or misleading in any material respect when made or furnished. In an event of breach of this Agreement as herein defined, Owner may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (a) Terminate the Rental Agreement and without demand or legal process enter into the premises where Equipment may be and remove same and retain all prior payments as compensation for its use; (b) Declare the termination charges set out in paragraph 14 to be immediately due and payable; (c) Charge Renter interest on the monies due Owner from and after the date the monies are due, at the rate of one and one-half percent per month; (d) Recover possession of its Equipment, and require Renter to pay all expenses incurred by Owner in connection with the enforcement of any of the Owner's remedies, including but not limited to, all expenses of recovering, storing, shipping, repairing, and selling the Equipment, and Owner's reasonable attorney's fee and costs. All remedies hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately.

13. **ASSIGNMENT:** Owner may assign or otherwise transfer this Rental Agreement and the rent due, or to become due thereunder and when so assigned or transferred, it shall be free of any counterclaim, offset, defense or cross complaint as against such assignee.

14. If this Agreement is terminated, in whole or part, Renter shall upon return of the equipment to Owner, be subject to the following charges:

15. Request for termination of contract, without liquidated damages to equipment, must be submitted in written form thirty (30) days prior to end of term. If no request for termination is received by Owner then rental agreement is automatically renewed for another term.

16. This agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

17. This Agreement is the entire Agreement between Owner and Renter and cannot be amended or changed, except in writing signed by an officer of Owner. Any provision in Renter's correspondence, order forms or other documents which seeks to amend, change or supplement this Agreement is void. All prior representations or agreements not incorporated herein are superseded. Time is of the essence of this Agreement. In the event of any provisions of this Agreement shall be unenforceable, then such provisions shall be deemed deleted; however, all other provisions hereof shall remain in full force and effect.

**I HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS,**

\_\_\_\_\_  
Customer Signature

Duplicator Sales & Service, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Date