

TERMS AND CONDITIONS OF SALE

In addition to the capitalized terms defined elsewhere herein, "Agreement" means the foregoing Bill of Sale, these Terms and Conditions of Sale, and the attached Quote/Invoice (taken together); "Purchased Item(s)" means the item(s) described in Quote/Invoice, attached hereto and incorporated herein by this reference; "Buyer" means the party(ies) identified as the "Buyer(s)" on Page 1 hereof (also referred to as "you" and "your"); and "Seller" means MFE Rentals, Inc. (also referred to as "MFE," "we," "us" and "our"). MFE and Buyer are sometimes referred to together herein as the "Parties" (each, a "Party"). In consideration of the promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows, each intending to be legally bound by their respective signatures appearing on Page 1:

1. Buyer has agreed to purchase from MFE, and MFE has agreed to sell to Buyer (subject to availability), the "Purchased Item(s)" identified in Quote/Invoice. Buyer has selected each Purchased Item based on Buyer's own determination that it is appropriate for Buyer's intended use, application and environment, and not based on any recommendation by MFE.

2. Buyer will deliver to MFE the total "Purchase Price" set forth in Quote/Invoice, along with any amounts owing for subsequently ordered additions or modifications (less any previously delivered deposit(s), but otherwise without reduction, setoff or counterclaim), upon or prior to Buyer's receipt of the Purchased Item(s) (or as may otherwise be specified in Quote/Invoice); provided that MFE will retain a first priority purchase money lien and security interest on all Purchased Item(s) until MFE's receipt of payment in full.

3. Provided that Buyer fully and timely performs its obligations under this Agreement, MFE will apply all deposits received from Buyer to the purchase price of the Purchased Item(s). Deposits and other prepayments, if any: (a) will not bear interest; (b) will not be segregated or deposited into a separate account; (c) will not be deemed a limit of the Buyer's liability to MFE; and (d) except only as provided in Section 4 hereof, are non-refundable.

4. Buyer hereby confirms that, within 48 hours after Buyer's receipt of the Purchased Item(s) (the "Inspection Period"), Buyer shall: (a) carefully inspect each Purchased Item, and (b) notify MFE of any and all shortage(s), defect(s) and/or other nonconformity(ies) in writing (a "Defect Notice"), whereafter, MFE will have a reasonable time (not less than 30 days after receipt of any Defect Notice) to investigate the claim(s) made in the Defect Notice, and provided the claimed defect(s) is/are not the result of any willful or negligent act or omission of Buyer, in MFE's sole discretion, to: (i) replace the Purchased Item(s); (ii) make any necessary adjustments, repairs and/or modifications thereto; or (iii) retrieve such Purchased Item(s), cancel this Agreement with respect to such Item(s) and refund the Purchase Price therefor, without being guilty of breach. In all other events, Buyer will be conclusively deemed to have fully, finally and irrevocably accepted all Purchased Items, and the same will be deemed a "conforming delivery" as provided in Article 2 of the Uniform Commercial Code ("UCC"). The foregoing remedies are EXCLUSIVE. BUYER WAIVES ALL OTHER RIGHTS, CLAIMS, DAMAGES AND REMEDIES, INCLUDING WITHOUT LIMITATION, ALL GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES, AGAINST MFE, ITS SUPPLIERS, PARTS, AFFILIATES, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS.

5. Buyer acknowledges that Buyer is familiar with each Purchased Item and its proper use, and that Buyer has received, carefully reviewed, and is satisfied with, all available training, instructions, operating and user manuals, warnings and other information (including any and all information and training, as well as all EPA, OSHA, ANSI, SAIA, MSHA, ASSE, UL, FAA, CAA, CanOSH, CSA, Environment Canada, IEEE and other standards) applicable to the Purchased Item(s) ("Instructions"). Buyer will fully comply with, and will cause anyone Buyer allows to use the Purchased Item(s) (each, an "Authorized User") to read and fully comply with, all such Instructions. Buyer will use, and you will ensure all Authorized Users use, the Item(s) only for the purpose(s) for which it/they was/were designed and manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state and local laws, rules and regulations. WARNING: USE, TRANSPORT, STORE, MAINTAIN AND REPAIR ALL PURCHASED ITEMS ONLY AS PROVIDED ABOVE AND IN THE INSTRUCTIONS. ANY USE, TRANSPORTATION, STORAGE, SERVICING, REPAIR AND/OR MAINTENANCE, FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE AND IN SUCH INSTRUCTIONS, OR CONTINUED USE OF ANY PURCHASED ITEM THAT IS MALFUNCTIONING, DEFECTIVE OR DAMAGED, MAY RESULT IN PERSONAL INJURY(IES), INCLUDING DEATH, AND/OR PROPERTY DAMAGE.

6. MFE IS NEITHER THE MANUFACTURER NOR THE DESIGNER OF ANY PURCHASED ITEM(S). ACCORDINGLY: (A) NO REPRESENTATION, PROMISE, GUARANTEE OR WARRANTY OF ANY MANUFACTURER, DESIGNER OR OTHER PARTY SHALL BE BINDING UPON MFE; AND (B) AS AGAINST MFE, BUYER HEREBY WAIVES ANY AND ALL CLAIMS BUYER MAY HAVE AGAINST THE MANUFACTURER(S) AND/OR DESIGNER(S) OF THE PURCHASED ITEM(S).

7. WARRANTIES AND WARRANTY WAIVER: Subject to the terms hereof, MFE agrees to make available to Buyer, to the extent permitted by the manufacturer(s) and applicable law, any and all applicable manufacturers' warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, except only as otherwise provided in this Section 7: (A) THE PURCHASED ITEM(S) IS/ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS;" (B) MFE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY WARRANTY(IES) OF SUITABILITY, MERCHANTABILITY, UTILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, FREEDOM FROM INTERFERENCE WITH INTELLECTUAL PROPERTY RIGHTS, GOOD AND WORKMANLIKE PERFORMANCE AND ANY WARRANTY(IES) ARISING UNDER ANY "SALE OF GOODS" ACT), NOR DOES MFE MAKE ANY WARRANTY(IES) ARISING FROM ANY COURSE OF BUSINESS, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO ANY PURCHASED ITEM(S) OR RELATED SERVICE(S), ALL OF WHICH BUYER HEREBY WAIVES AND RELINQUISHES, TOGETHER WITH ANY AND ALL CLAIMS (INCLUDING WITHOUT LIMITATION, THOSE THAT MAY ARISE UNDER THE

UNIFORM COMMERCIAL CODE, THE PPSA, ANY "SALE OF GOODS ACT," AND ANY OTHER FEDERAL, PROVINCIAL, STATE AND/OR LOCAL LAWS, RULES AND/OR REGULATIONS) ARISING FROM OR IN CONNECTION WITH ANY INJURIES, LOSSES, COSTS AND/OR DAMAGES ARISING FROM ANY USE, FAILURE OF, OR DEFECT IN OR WITH RESPECT TO, ANY OF THE PURCHASED ITEM(S), INCLUDING WITHOUT LIMITATION, LOST TIME, LOST PROFITS, COST OF COVER, STORAGE AND/OR SHIPPING, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL ASSOCIATED INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES AGAINST MFE, WHETHER OR NOT ARISING FROM OR IN CONNECTION WITH THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF MFE, ITS AGENTS AND/OR EMPLOYEES (COLLECTIVELY, "CLAIMS AND DAMAGES").

8. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BUYER HEREBY: (A) ASSUMES ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, DAMAGE AND CONTAMINATION OF, TO AND/OR ARISING IN CONNECTION WITH THE PURCHASED ITEM(S), INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM AND/OR IN CONNECTION WITH THIS AGREEMENT, AND/OR THE SELECTION, MANUFACTURE, USE, OPERATION, PACKING, SHIPPING, LOADING, UNLOADING, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, SETUP, INSTALLATION AND/OR RETRIEVAL OF THE PURCHASED ITEM(S) (OR ANY OF THEM), WHETHER OR NOT BUYER'S FAULT; AND (B) RELEASES AND DISCHARGES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MFE RENTALS, INC. AND ITS OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE PURCHASED ITEM(S), THIS AGREEMENT AND/OR ANY BREACH HEREOF BY BUYER, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS.

9. If Buyer shall: (a) fail to fully and timely honor, pay or perform any of its obligations under this Agreement; (b) provide any incorrect or misleading information to MFE; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business; Buyer will be in default, whereupon, to the maximum extent permitted under applicable law, MFE may, at its option and without notice or process of law (and without liability to Buyer): (i) terminate this Agreement; (ii) withhold, retrieve, service, maintain, repair, store, rent, lease, sell and/or otherwise dispose of any or all Purchased Item(s); (iii) retain any and all prepayment(s) received from Buyer; (iv) recover MFE's associated direct and indirect damages, costs and expenses (including without limitation, the Total Purchase Price, interest, reasonable attorneys' fees and costs of collection) from Buyer; and/or (v) pursue any/all other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

10. All shipments will be F.O.B. shipping point (*Incoterms 2010*), unless otherwise specifically agreed in writing by MFE. Buyer shall pay any and all taxes (including without limitation, federal, state, county, municipal and local sales, use, value added, transfer, and other taxes), tolls, fees, duties, and assessments arising in connection with the Purchased Item(s) and/or the transactions referenced herein. Buyer shall not assign this Agreement or any of its obligations arising hereunder without MFE's express written consent (in its sole discretion). The provisions of this Agreement shall be limited only to the extent required by law, and shall be deemed severable. If any such provision is deemed invalid or unenforceable by any court of competent jurisdiction, such provision(s) shall be deleted, and the remaining provisions hereof shall continue in effect. This Agreement and the applicable Instructions, all of which are incorporated herein, sets forth the full and final agreement of the Parties. Except only as expressly provided above, this Agreement may be modified only by the Parties' separate, written and mutually executed agreement. MFE may, at its sole option, file of record a copy of this Agreement and/or one or more financing statements reflecting its security interest (if any) in the Purchased Item(s). Buyer will pay all costs and expenses incurred by MFE (including reasonable attorneys' fees) in recording and/or enforcing this Agreement. All amounts due and coming due hereunder but not timely paid will bear interest at the lesser of 18% per annum, or highest rate permitted under applicable law, until paid. Anything to the contrary contained herein notwithstanding, MFE's maximum liability to Buyer arising hereunder or in connection herewith shall be limited to the amounts paid by Buyer to MFE in exchange for the Purchased Item(s). Buyer authorizes MFE to investigate Buyer's credit history, and to charge all amounts due hereunder to any debit and/or credit card(s) provided by Buyer. Buyer agrees to pay MFE a fee equal to the maximum lawful charge for: (a) any such credit card or charge that is declined; (b) any check provided by Buyer which is returned unpaid; and (c) any payment delivered after the due date thereof. Buyer agrees to take such actions, and to execute and deliver all such documents, instruments and agreements (including credit applications and authorizations) as may be necessary or appropriate to give full effect to this Agreement. This Agreement will be governed solely by the laws of the State of Texas, and proper venue for all legal actions commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Hays County, Texas (and each Party hereby consents and submits to the jurisdiction of such courts). The Parties' handwritten, digital, electronic, photocopied or facsimiled signatures and initials on this Agreement will be enforceable as originals.

The Parties have carefully read, fully understand and hereby agree to the Terms and Conditions set forth above (the "Agreement"), and acknowledge that this Agreement represents the valid, enforceable and legally binding obligation and agreement of each of the Parties. Each Party further acknowledges having received a complete copy of these Terms and Conditions printed in at large and legible font.