

Standard Terms & Conditions

This lease of equipment by Spider, a Division of SafeWorks LLC, ("Spider") to the Customer ("Customer") is subject to these Terms and Conditions on the Spider Rental Agreement. This Agreement sets forth the entire and exclusive agreement between the parties regarding the leased equipment.

Buyer's Credit and Payment. Payment of Spider invoices is due 30 days from Customer's receipt of invoice. Finance charges of 1 1/2% per month (18% per annum) will be added to all amounts past due. Customer shall be responsible for the payment of all taxes (whether sales, use, excise, or similar tax). **Customer shall pay Spider the rental rates listed in the Spider Rental Contract Agreement from the time the equipment leaves the Spider location, ending only when the equipment is received by Spider personnel at the location from which the equipment was rented during normal business hours.**

Default and Termination. Customer shall be in default of this Agreement if any payment becomes delinquent; if Customer's financial status becomes unacceptable to Spider; or if Customer fails to comply with all terms and conditions of this Agreement. Upon default, Spider may: (a) suspend delivery; (b) terminate this Agreement; (c) enter the equipment location and take immediate possession of and remove the equipment, at customer's expense, all without liability to Spider for or by any reason of damage to property or such entry or taking possession.

Delivery. Unless otherwise noted in this Agreement, equipment delivery and return expenses shall be charged to Customer. Spider shall not be liable for delays in delivery or performance. In no event shall Spider be liable for liquidated, special, punitive, consequential, incidental damages or penal damages including, but not limited to, loss of profit or revenues, to any party, for any reason whatsoever. Customer shall inspect and count the equipment upon receipt, and immediately notify Spider of any discrepancies. If no discrepancies are noted, Customer accepts Spider's indication of readiness for use and count as final.

Return of Equipment. Customer is responsible for all shortages and damaged equipment. If the equipment is returned to Spider with damage beyond normal wear and tear, Customer agrees to pay all expenses necessary to return the equipment to its original condition. Lost or severely damaged equipment will be charged to Customer at replacement prices in Spider's retail price list.

Title, Use and Condition. The equipment provided to Customer under this Agreement is the sole and exclusive property of Spider at all times during and after the term of the Agreement. Customer will make no alterations, additions, improvements or repairs to the equipment without the prior written consent of Spider. Customer shall inspect the equipment upon receipt and immediately notify Spider in writing of any equipment defect, malfunction or disrepair. Customer agrees to be the absolute insurer of the equipment for all risks, including but not limited to loss, damage, destruction, wind, fire, and theft, until the equipment is returned to Spider.

Indemnification. To the extent of Customer's negligence, Customer agrees to defend, indemnify and hold harmless Spider, its parent company, subsidiaries, affiliates and their officers, directors, employees and agents from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including cost of suits and reasonable attorney's fees, arising out of or connected with the operation, use or possession of equipment by Customer. Customer's duty of indemnification and defense shall extend to its subcontractors of any tier, their agents, or anyone for whose acts they may be liable.

Accidents. Customer agrees to notify Spider of any accidents or injuries involving Spider equipment immediately following any such occurrence. Spider shall have the right to demand the immediate return of any Spider owned equipment, unless prohibited by law.

Standard Terms & Conditions *(continued)*

Equipment Use and Safety Equipment. Customer acknowledges that using or possessing the equipment may expose Customer and other individuals to risks of damage to property, loss of property, serious injury, disability and death. Customer agrees to handle and use the equipment in a safe and proper manner in conformity with all laws and ordinances, including Federal and State standards and in accordance with the SIA Code of Safe Practices and Spider Operator's Manual. Copies of the Code of Safe Practices and Spider Operator's manual will be provided by Spider upon request by Customer. Should the equipment or any part thereof become unsafe, in a state of disrepair, or not in good operating condition, Customer shall immediately notify Spider and cease all operation of the equipment. Customer is not authorized to make repairs to equipment. Spider shall have no responsibility, direction, or control over the manner of Customer's use or operation of equipment, unless expressly provided herein. Customer acknowledges that it will require all operators of the equipment to use applicable fall protection and all other safety equipment required for the safe operation of the equipment, and that the equipment will only be used by competent and duly trained and qualified employees of Customer. Customer shall allow Spider free access to the equipment in the possession of Customer for the purpose of inspection or service, and observing its actual use or operation.

No Warranty. SPIDER DISCLAIMS AND EXCLUDES ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY FOR DESIGN, CONDITION, CAPACITY, DURABILITY, QUALITY, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

Severability. The provisions of this Agreement shall be severable so that any invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions. This Agreement shall be governed by and construed in accordance with the laws of the state where the equipment is rented.

Hoist Warranty

Spider, a division of SafeWorks, LLC warrants all parts manufactured by it and sold under this agreement to be free from defects in materials and workmanship for a period of TWO YEARS from the date of shipment. Accessories or equipment furnished by Spider but manufactured by others carry the warranty conveyed by the manufacturer to Spider, providing such warranty is transferable.

This warranty does not cover normal wear and tear, consumable items, or part failures caused by accident, abuse or failure to follow Spider's recommended operation and maintenance procedures.

Labor is the responsibility and expense of the Buyer, except if the hoist is returned to the factory freight prepaid and Spider has established the part(s) to be defective. The liability of Spider under this warranty is limited, at Spider's sole option, to repair or replace with equivalent parts. **No other warranties are expressed or implied, and in no event shall Spider be liable for delay caused by defects, for consequential damages, or for any charges or expenses of any nature incurred without its written consent.**

This warranty is conditioned upon (a) Spider being notified in writing by Buyer within one month after discovery of defects; (b) the return of defective articles to Spider, transportation charges prepaid by Buyer; and (c) Spider's examination of such article disclosing to its satisfaction that such defects were not caused by negligence, misuse, improper maintenance, improper installation, accident, or unauthorized repair or alteration. The original warranty period of any article that has been repaired or replaced by Spider shall not thereby be extended.