

## TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Burton NDT, LLC (also referred to herein as "BNDT Rentals," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section for "§" 6 below); "Site" means the location where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the "Customer," "Renter" or "Lessee" identified on P.1.

2. You agree to: (a) rent from BNDT Rentals the Rented Item(s) for the period(s) commencing on the Commencement Date set forth on P.1 and continuing thereafter until return to and acceptance by BNDT Rentals of such Item(s) (subject to earlier termination by written notice from BNDT to you); (b) fully and timely pay us as and when due all Rent ("Rent") and other amount(s) set forth on P.1, and all other charges accruing hereunder, without proration, reduction or setoff, until all such Item(s) are returned to and accepted by BNDT in the required return condition as set forth below; (c) ensure that all such Item(s) are complete, fully and properly functioning, in good order, condition and repair, and free of contamination upon return to BNDT; and until then, (d) remain liable for all injuries and property damage arising from and/or in connection with the Rented Item(s) (including all damage thereto).

3. Unless otherwise agreed in writing by BNDT, all Rent is charged for normal use of the Rented Item(s) in accordance with the terms of this Contract and the "Instructions" described in § 6. Additional prorated Rent will be due for late returns. No allowance will be made for weather delays, time in transit or other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us any deposit and the Estimated Rent, if any, specified on P.1, as well as all other amounts coming due hereunder as and when set forth on P.1 (or if not specified, upon demand by BNDT); and (b) that: (i) we may deduct any amount you owe us from any prepayment thereof; (ii) no interest will accrue on any such prepayment; (iii) no such prepayment will be deemed a limit of your liability to BNDT; and (iv) all such prepayments will be **NON-REFUNDABLE** unless otherwise agreed by BNDT.

4. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you, BNDT owns and will retain title to all Rented Items at all times. You will have exclusive control over all Rented Item(s) at all times during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); or (b) loan, transfer, sublease, re-rent, surrender possession or control of, sell, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (in our sole discretion). BNDT may at any time: (i) substitute for the Rented Item(s) one or more other Item(s) of similar utility; and/or (ii) sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract. You consent thereto and agree to all to all assignees, who will not be responsible for any pre-existing obligations or liabilities of BNDT or any other Indemnitee hereunder.

5. If we agree to provide any service(s) (including delivery and/or retrieval of the Item(s)), you will: (a) pay all applicable charge(s) therefor (including third-party delivery charges), and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure the Site is reasonably accessible. BNDT will not be responsible for any delay(s) caused by the acts or omissions of you, your agents or employees, or any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless BNDT. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of BNDT representatives regarding the same (including status, condition, quality, quantities and defects, if any, in or with respect to the Item(s) and/or the Site). All shipments from BNDT will be FOB shipping point, and all shipments to BNDT will be FOB destination.

6. Upon the earlier of your receipt, or delivery to the Site, of the Rented Item(s) unless you reject it/them within 24 hours thereafter, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by BNDT), carefully examined, inspected and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, MSHA, UL, IEEE, FAA, ANSI and other applicable requirements (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices (including protection from power surges and electric shock); (iv) will use each item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site; (vi) will immediately cease using any item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract at all times. You will notify us immediately if any of the foregoing shall be breached. It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. By signing this Contract, you (the Lessee or renter) accept(s) all liabilities and responsibilities contained in the regional notification center law.

7. In the event of a Malfunction as defined in § 6, you will immediately notify, and return the Malfunctioning Item to, BNDT, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s), we will, at our option: (a) repair such Item; (b) provide you with a comparable replacement Item; or (c) with respect solely to the Malfunctioning Item(s), return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated claims and damages, including without limitation incidental and consequential damages (See § 11 for more information).

8. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS, AND SHOULD BE TRANSPORTED, SERVICED, MAINTAINED, REPAIRED AND USED WITH EXTREME CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED, INSTRUCTED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE TRAINING, FAMILIARIZATION, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Item is:** (a) supplied with proper types and levels of power (including without limitation, wattage, amperage and voltage); and (b) protected and used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) unless otherwise specifically agreed by BNDT on a case-by-case basis, at the Site; (iv) BY PROPERLY TRAINED, FAMILIARIZED, QUALIFIED, CERTIFIED, SUPERVISED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract at all times.

9. BNDT IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEMS, all of which are provided "AS-IS". NEITHER BNDT NOR ANY TPO MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) regarding any Item(s) or Service(s) provided by or at the direction of BNDT or any other Indemnitee, nor does BNDT or any TPO make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you hereby waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements constitute representations or warranties by BNDT or any other Indemnitee.

10. If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** in advance of the Term, you will have no liability to us for 50% of the repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other

failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning and overloading); (iii) GPS and telematics systems, batteries, keys, glass, tires, tubes, tracks, booms, bells, chains, knobs and hoses; You may decline LDW if you provide property damage/land marine insurance acceptable to BNDT covering all Rented Item(s) for the full (new) replacement cost thereof. Your insurance, if any, will continue to apply and will remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

11. **INDEMNITY/HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL THEREOF (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, BNDT, EACH TPO and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, representatives, subrogees, successors and assigns (each, an "Indemnitee"), for, from and against: (i) all such RISKS; (ii) all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from or in connection with the Rented Item(s) and/or this Contract; and (iii) any breach hereof by you, your agents, employees, successors or assigns; and except only as otherwise provided in § 7, (C) WAIVE all rights, remedies, claims, damages and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee.**

12. You agree to pay all taxes (including all sales, use and import/export taxes), fines, duties, fees, assessments and other charges related to this Contract, each Item and/or any use(s) made thereof. All amounts due under this Contract, but not timely paid, will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize BNDT to obtain and retain your credit information and history. To the maximum extent permitted under applicable law, you hereby grant to BNDT a lien on all real and personal property (i) placed in or on; (ii) improved with; and/or (iii) on which may be located or used, any Rented Item(s). We may, without notice or liability to you, monitor (in person, electronically and/or via telematics) and/or inspect any Rented Item(s) at any time. You consent there to, and agree that all information thereby obtained will be the sole and exclusive property of BNDT. If any performance required of BNDT is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), BNDT will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you to, and received by, BNDT hereunder. If any legal action shall be commenced in connection with this Contract and/or its subject matter, we will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and costs of court) from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any right(s) or remedy(ies) we may have.

13. Your duties hereunder are **unconditional**. If: (a) you or any guarantor shall: (i) fail to fully and timely pay, honor, perform and/or comply with this Contract and/or any of your obligations arising hereunder; (ii) provide any incorrect or misleading information to us; (iii) become insolvent or declare bankruptcy; or (iv) die or cease conducting business; or (b) any Item(s) shall be lost or, unless covered by LDW as provided in § 10, damaged, you will be in **DEFAULT** under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s) and/or this Contract; (ii) seek relief from stay; (iii) recover, empty, lock, disconnect and/or disable any Item(s) without being guilty of breach, trespass, wrongful interference or other transgression, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless BNDT and the other Indemnitees); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor (jointly and severally) our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the Term, loss of use, interest, attorneys' fees and costs of recovery and collection); and/or (vii) pursue any/all other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

14. This Contract, and any Addenda provided by BNDT (including without limitation, our Debit / Credit Card Authorization), represent(s) the entire agreement between you and BNDT, superseding all other oral and written agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be amended or extended except in a writing signed by BNDT.

15. Time is of the essence hereof. These Terms and Conditions shall apply to all Item(s) identified on P.1, and to all other Items you obtain from BNDT at any time (except only as otherwise agreed by BNDT). You acknowledge that this Contract (a) constitutes a true "operating lease" (and not a disguised financing); (b) is fair and reasonable under the circumstances; (c) will be enforceable by you, Burton NDT LLC, the other Indemnitee(s), and such parties' respective permitted successors and assigns (there being no other third-party beneficiaries hereto); and (d) shall be interpreted and enforced under the laws of the State, and proper venue for all associated civil lawsuits and legal proceedings shall lie solely and exclusively in the federal, state and local courts located in or nearest to the county in which the BNDT facility from which you obtained the Rented Item(s) is located (unless waived by BNDT). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract and any Addenda provided by BNDT shall be deemed originals.

16. It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this contract, the lessee or renter accepts all liabilities and responsibilities contained in the regional notification center law, and agrees to properly and timely complete and file the California Facility Event Form if required. Customer acknowledges receipt of these documents. **Prop 65: ⚠️ WARNING:** One or more of the Rented Item(s) contains or produces (AND WILL EXPOSE YOU TO) one or more chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. **PERP Program:** Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Rented Item(s) is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation and this Contract, you are required to keep a copy of this Contract and the CARB registration certificate (if any), including operating conditions and notification requirements, with the Rented Item(s) at all times. You must also complete the log provided with the Rented Item(s) as required by PERP and return the log with the Rented Item(s). (See <http://www.arb.ca.gov/portable/portable.htm>). **Fugitive Dust:** You agree to comply with the Fugitive Dust Rules established by your Local Air Pollution Control District and take "every reasonable precaution to minimize emissions." Check local rules at: <http://www.arb.ca.gov/drd/drd.htm>. **Estimated Personal Property Tax Reimbursement Amount:** You agree to pay us an additional amount equal to the estimated personal property tax reimbursement equal to up to .75 percent of the base Rent, as authorized under Section 1656.5 of the California Civil Code and Part 13.7 of the California Revenue and Tax Code (or their respective successor provision(s)).

17. **WARNING:** Wrongfully obtaining property or services of another, or failing to return rented property within the time(s) specified in the statute identified below, may be deemed theft resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. See, for example, Texas Penal Code § 31.04, et seq., CA Penal Code, §484, et seq., and their respective successor provision(s) for details