

- Test Equipment Rental and Sales
- Calibration & Repair Services
- Technical Skills and OSHA Safety Training
- Infrared & Arc Flash
- Electrical & I&C Testing
- Maintenance Services & Craft Support
- Electrical Engineering Studies
- Supplementary Technical Manpower
- Startup & Commissioning Services



Technical Diagnostic Management & Operations, LLC
 15825 Trinity Blvd.
 Fort Worth, TX 76155
 Office 817/465-9494
 Fax 817/465-9573
 sales@technicaldiagnostic.com
www.technicaldiagnostic.com

TECHNICAL DIAGNOSTIC SERVICES

15825 Trinity Blvd.
 Fort Worth, TX 76155

TERMS AND CONDITIONS

CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY APPLICABLE SOFTWARE LICENSE AGREEMENT. Customer signature is not required. The distinctions among a lease transaction, a rental transaction, and a sales transaction result in different terms and conditions which are stated below:

1. LEASE TERMS AND CONDITIONS: If customer rents or purchases Equipment from Technical Diagnostic Service pursuant to a Technical Diagnostic Services lease, the terms and conditions for the lease shall control such transaction and supersede the terms and conditions of this Agreement, unless otherwise agreed in writing signed by both parties. For lease transactions, this document shall constitute a delivery notice only.

2. RENTAL TERMS AND CONDITIONS: Customer hereby rents from Technical Diagnostic Services the equipment listed on the contract hereof (Equipment) pursuant to the applicable terms and conditions on the contract and the following terms and conditions:

3. RENTAL TERM: The equipment described on the contract (Equipment) is rented on a 7 or 28 day rental cycle with a one term minimum rental. The Rental Term shall commence on the date Technical Diagnostic Services ships the Equipment to Customer and shall automatically extend, on a 28 day cycle basis, upon all the terms and conditions hereof until the date the Equipment is returned to the possession and control of Technical Diagnostic Services notwithstanding that any different Rental Term is set forth on Customer's purchase order or on the contract hereof. Customer authorizes Technical Diagnostic Services to insert on the contract hereof the applicable information pertaining to this transaction.

4. RENT: Customer shall pay Technical Diagnostic Services each month during the Rental Term the Rental Fee shown on the contract for each item of Equipment together with all sales and use taxes imposed thereon. At Technical Diagnostic Services' election, each Rental Fee shall be due (a) if billed in advance, within 30 days after the date of Technical Diagnostic Services' invoice therefore, or (b) if billed in arrears, immediately upon receipt of Technical Diagnostic Services' invoice therefore or within such period of time as is specified in Technical Diagnostic Services' invoice. Customer shall pay a service charge each month late equal to 1 1/2% of the Rental Fee or other amount (with a minimum of \$5 and a maximum of \$100) for each invoice total or other amount not paid within 30 days after its due date. If specified on the contract, a Security Deposit will be held as security against payment of rent, return of Equipment and performance of all other obligations of Customer hereunder and will be refunded to Customer, without interest, upon performance of all obligations hereunder. In the event that the actual Rental Term for an item of Equipment is less than the Rental Term indicated on the contract hereof, Customer shall forfeit and pay Technical Diagnostic Services any discounts granted upon the length of the Rental Term.

5. DEFAULT AND REMEDIES: Upon any default by Customer of any of its payment obligations or other obligations or reduction in the monthly rental fee contained in this Agreement, or if Customer files or has filed against it any petition or proceeding under any bankruptcy, reorganization, insolvency or similar law, or if Customer repudiates its obligations hereunder or becomes insolvent, dissolves, ceases business or is generally not paying its debts as the same become due, or if any Equipment is levied against, seized or attached, or if Customer is in default under any other agreement with Technical Diagnostic Services, Technical Diagnostic Services shall have the right to exercise any one or more of the following remedies which are cumulative and not alternative: (a) terminate this Agreement and recover possession of the Equipment; (b) recover all Monthly Rental Fees then due and unpaid and all future Monthly Rental Fees until the Equipment is returned to Technical Diagnostic Services, as such Monthly Rental Fees become due; (c) demand that Customer return, and Customer shall return, all Equipment, provided that if Customer fails to return all Equipment within 5 days of Technical Diagnostic Services' demand, Customer shall be obligated to pay to Technical Diagnostic Services, immediately, a sum of cash equal to the replacement value of any Equipment not returned to Technical Diagnostic Services; and (d) such other rights and remedies as are available to Technical Diagnostic Services under applicable law. Technical Diagnostic Services shall be entitled to all costs and expenses (including legal fees and costs) incurred by Technical Diagnostic Services in enforcing any of the terms or provisions of this Agreement.

6. DELIVERY, INSTALLATION & RETURN: All equipment is provided F.O.B. Technical Diagnostic Services' applicable distribution center. Shipment will be made to the Equipment Location, at Customer's risk and expense, and Customer shall reimburse Technical Diagnostic Services for any shipping and handling charges incurred by Technical Diagnostic Services.

This document, including any attachments, contains information from Technical Diagnostic Management & Operations, LLC that may be confidential and/or privileged. This document is intended solely for the addressee(s) named above and any use by another party is not authorized. If you are not an intended recipient, any disclosure, copying, distribution or use of the contents of this information is strictly prohibited. If you have received this document in error, please notify the sender immediately by replying by telephone to 817/465-9494, and then delete this message and any attachments. Thank you.

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Unless Customer notifies Technical Diagnostic Services to the contrary in writing within 48 hours after receipt of an item of Equipment, it shall be conclusively presumed that the item of Equipment was delivered to Customer in good operating condition, that the Equipment conforms in all respects to Customer's order and that Customer has accepted the Equipment for all purposes under this Agreement. Customer shall return the Equipment in good operating condition to Technical Diagnostic Services at the end of the Rental Term by prepaid insured shipment to the distribution center in the USA designated by Technical Diagnostic Services. All returned Equipment shall meet the power requirements for use in a 60HZ power configuration and Customer shall bear all costs for the power conversion, freight and duties incurred in connection with the return of the Equipment.

7. LIMITED WARRANTY; EXCLUSIVE REMEDY; EXCLUSION OF WARRANTIES: The sole and exclusive warranty made by Technical Diagnostic Services is the LIMITED WARRANTY that each item of Equipment, when shipped to Customer, will be in good operating condition. Equipment shipped directly from a supplier may require supplier installation to assure good operating condition. In such case, Technical Diagnostic Services' warranty takes effect only upon such installation by supplier. Customer's sole and exclusive remedy for failure of any equipment to conform to such limited warranty shall be that Technical Diagnostic Services, at its election, may (1) repair or replace any item of equipment that is not in good operating condition when shipped to customer or (2) terminate this agreement without any liability to customer. The foregoing limited warranty and remedy are the exclusive warranty and remedy and are in lieu of any oral representation and all other warranties and remedies, whether implied or statutory, other than the foregoing limited warranty, Technical Diagnostic Services. Has not made and does to not make any representation or warranty, express or implied, with respect to any matter whatsoever including, without limitation, the design compliance with specification, operation, or condition of any equipment (or any part thereof), the merchantability or fitness of any equipment for a particular purpose, or issues regarding patent infringement, title and the like. It is further agreed that Technical Diagnostic Services shall have no liability to customer, or the customers of customer, or any third parties for any direct, indirect, special or consequential damages based on strict and absolute tort liability, or Technical Diagnostic Services negligence or otherwise, customer agrees that Technical Diagnostic Services shall not be liable for any delay in delivery or installation of, or any failure to deliver or install, any equipment. Customer has selected all equipment for customer's intended uses without Technical Diagnostic Services assistance, and recognizes that Technical Diagnostic Services is not a manufacturer of any equipment.

8. OWNERSHIP; PERSONAL PROPERTY; USE: The Equipment shall remain the property of Technical Diagnostic Services and Technical Diagnostic Services retains the title thereto. Customer shall keep the Equipment free from all claims, liens, security interests and encumbrances. The Equipment shall at all times remain personal property, whether or not any Equipment shall become affixed to or a part of any real property or real property improvements. Customer shall use the Equipment only at the Equipment Location and Customer shall not remove, transfer, alter or modify any item of Equipment without Technical Diagnostic Services' prior written consent. Without limiting the foregoing, Customer shall not remove the Equipment outside of the USA without prior written notice to and the written consent of Technical Diagnostic Services. Technical Diagnostic Services may inspect the Equipment at any time.

9. UCC ARTICLE 2A: To the extent permitted by applicable law, customer waives all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code. To the extent permitted by applicable law, customer also waives all rights now or hereafter conferred by the Statute or otherwise which may limit or modify Technical Diagnostic Services rights under or with respect to this agreement.

10. ASSIGNMENT AND WAIVERS: This agreement and all rights of Technical Diagnostic Services hereunder and to the equipment shall be assignable by Technical Diagnostic Services without customer consent. In the event of any such assignment of this Agreement, Technical Diagnostic Services' assignee shall have all of the rights, privileges, entitlements, powers and remedies of Technical Diagnostic Services hereunder, but none of Technical Diagnostic Services' obligations. Following such assignment, payments hereunder shall be made to such assignee and, solely for the purpose of determining assignee's rights hereunder, the term Technical Diagnostic Services as used herein shall be deemed to include or refer to any assignee of Technical Diagnostic Services. Customer waives and agrees not to assert against Technical Diagnostic Services' assignee any defense, claim, counterclaim, setoff or recoupment that Customer may have against Technical Diagnostic Services, whether arising under this Agreement or otherwise. Customer acknowledges and agrees that any assignment by Technical Diagnostic Services will neither materially change Customer's duties or obligations under this Agreement nor materially increase the burdens or risks imposed on Customer. Customer agrees to provide any such assignee with an estoppel letter or certificate and such other documentation as Technical Diagnostic Services or any such assignee may reasonably request confirming Customer's absolute and unconditional obligations hereunder. Without Technical Diagnostic Services prior written consent, customer shall not assign or grant a security interest in the equipment, this agreement or its

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interests hereunder or enter into any sub-lease with respect to the equipment.. No permitted assignment, security interest or sublease shall relieve Customer of any obligations hereunder.

11. SERVICE: If so specified on the contract, Technical Diagnostic Services shall, at its expense, provide full service of the Equipment, consisting of routine maintenance of all Equipment and the repair or replacement of any item of Equipment found to be defective during the Rental Term, all of which is provided at Technical Diagnostic Services' facilities unless otherwise specified by Technical Diagnostic Services. In the event an item of Equipment for which Technical Diagnostic Services is providing service does not operate properly, Customer shall notify Technical Diagnostic Services and request instructions before taking any remedial action or returning it to Technical Diagnostic Services. Customer shall bear cost of shipping such Equipment back to Technical Diagnostic Services and Technical Diagnostic Services shall bear the cost of the return shipment of such Equipment to Customer. In the event that any item of Equipment requires repair or recalibration as a result of accident or Customer's tampering or unauthorized repair or negligence, misuse, or abuse of such items, Customer shall bear the entire cost thereof, including any shipping costs. If the self-service option is specified on the contract, Technical Diagnostic Service. will not provide any service and Customer shall be required to maintain the Equipment in proper working condition.

12. RISK OF LOSS; CARE OF EQUIPMENT; INSURANCE: Customer is responsible for the safekeeping of all Equipment, and shall bear the risk of any loss of the Equipment for any reason, and shall insure each item of Equipment against loss or damage for not less than the replacement value of each item and if requested by Technical Diagnostic Services shall provide evidence of such insurance. At Technical Diagnostic Services' option, Customer shall either replace or pay the replacement cost of any item of Equipment which is lost, stolen, destroyed or damaged beyond repair. Until an item has been repaired, replaced or the replacement cost thereof has been paid by Customer, the Rental Term shall continue and Customer shall continue to pay the Monthly Rental Fee with respect thereto. Any item of non-expendable Equipment, accessories, manuals and the like which is lost, destroyed or damaged or which is not returned to Technical Diagnostic Services will be charged to Customer at full replacement cost (minimum \$25). Current prices are available upon request. All Equipment will be delivered to Customer with ownership labels, calibration seals and anti-tamper notice affixed, as shall be determined by Technical Diagnostic Services. Provided that Technical Diagnostic Services is to perform service hereunder (Section Services), Customer shall not permit such seals or notices to be removed or defaced; and if such seals or notices are removed or defaced, Customer shall pay a reasonable calibration or refurbishing fee. Customer shall also carry public liability and third party property damage insurance, in amounts sufficient to cover its obligations under this Agreement.

13. CUSTOMER'S UNCONDITIONAL OBLIGATIONS: Customer's obligations are non-cancelable customer agrees that its obligations to pay monthly rental fees to perform all other obligations hereunder shall be absolute, irrevocable, unconditional and independent and shall be paid and performed without abatement, deduction or offset of any kind or nature whatsoever.

14. SOFTWARE: Equipment includes any software provided therewith. Software shall remain the property of its licensor. The terms and conditions of any software license agreement covering the software are incorporated herein by reference and supersede anything to the contrary herein, and Customer agrees to be bound by such terms and conditions, particularly those limiting the use and transfer of the software. Except as otherwise permitted therein, Customer shall use the software only with the Equipment and shall not copy, remove, sublicense, rent, transfer, assign, sell, alter, modify or encumber the software without licensor's prior written consent. Software is warranted only to the extent provided for directly by the licensor. Technical Diagnostic Services makes no warranty as to the performance of any software. The RENTAL CUSTOMER hereby acknowledges that its use of any Microsoft software accompanying the computer equipment rented/leased is governed by the applicable Microsoft End User License Agreement. Customer shall be fully responsible for, and shall indemnify, hold harmless, and, if so requested by Technical Diagnostic Services, defend Technical Diagnostic Services from and against, all matters whatsoever arising out of or in connection with or relating to customer supplied software, including, without limitation, the ownership, licensing terms, licensed quantities, warranties, functionality, fitness for use, operation, installation, and de-installation thereof.

15. OBJECTIONS TO AGREEMENT: If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify Technical Diagnostic Services in writing of Customer's specific objections within 48 hours after receipt of this Agreement. Any such objections shall not be binding upon Technical Diagnostic Services unless received by Technical Diagnostic Services within such period and Technical Diagnostic Services agrees in writing to such amendments to the Agreement. The parties understand and agree that Technical Diagnostic Services has the right to reject Customer's objections to this Agreement and/or the Equipment, and Technical Diagnostic Services, at its election may terminate this Agreement. If such termination occurs, Customer immediately shall return the Equipment in good operating condition by prepaid insured shipment to the

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specified Technical Diagnostic Services distribution center and shall pay any amounts due thereon to Technical Diagnostic Services.

16. INDEMNIFICATION OF TECHNICAL DIAGNOSTIC SERVICES: Customer shall indemnify, hold harmless, and, if so requested by Technical Diagnostic Services, defend Technical Diagnostic Services against all claims (Claims) directly or indirectly arising out of or in connection with the Equipment or this Agreement. Claims refer to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether in contract or in tort, whether caused by Technical Diagnostic Services' negligence or otherwise, and whether based on a theory of strict liability of Technical Diagnostic Services or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by Technical Diagnostic Services or by Customer; (c) any patent, trademark, or copyright infringement; and (d) the condition of any Equipment arising or existing during Customer's use.

17. TAXES: Customer shall be responsible for and shall pay all sales, use and personal property taxes that may be imposed by any taxing authority on the Equipment or its rental, use or purchase hereunder.

18. TECHNICAL DIAGNOSTIC SERVICES PERFORMANCE OF CUSTOMER OBLIGATIONS: If Customer fails to perform any of its obligations hereunder, Technical Diagnostic Services may, but shall not be obligated to, perform any act or make any payment that Technical Diagnostic Services deems reasonably necessary for the maintenance and preservation of the Equipment and Technical Diagnostic Services' interests therein; provided, however, that the performance of any act or payment by Technical Diagnostic Services shall not be deemed a waiver of, or release Customer from, the obligation at issue. All sums so paid by Technical Diagnostic Services, together with expenses (including legal fees and costs) incurred by Technical Diagnostic Services in connection therewith, and shall be paid to Technical Diagnostic Services by Customer immediately upon demand.

19. WAIVER OF JURY TRIAL: Customer and Technical Diagnostic Services hereby waive the right to a trial by jury in any court and in any action or proceeding as to all matters and things arising out of or relating, directly or indirectly, to this agreement and the relations between the parties hereunder.

20. OTHER PROVISIONS: This agreement shall be governed by and construed in accordance with the internal laws (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) of the state of TEXAS. Customer represents and warrants that, unless it is an individual, Customer is duly organized, validly existing and in good standing, and that Customer has the power and authority to enter into this Agreement. This Agreement shall be enforceable against Customer in accordance with its terms. The terms and conditions of this Agreement supersede and replace any inconsistent provisions set forth in any purchase order of Customer relating to any Equipment. Customer hereby authorizes Technical Diagnostic Services to obtain credit bureau reports and make such other credit inquiries as Technical Diagnostic Services deems necessary. Customer shall provide Technical Diagnostic Services with such corporate resolutions, opinions of counsel, financial statements, executed software sublicense agreements, and other documents (including UCC Financing Statements and other documents for filing and recording) as Technical Diagnostic Services shall request from time to time. If more than one Customer is named in this Agreement, the liability of each shall be joint and several. Customer represents and warrants that Equipment is being rented or purchased hereunder, as applicable, for business purposes and not for personal, family or household purposes. Any failure of Technical Diagnostic Services to require strict performance by Customer or any waiver by Technical Diagnostic Services shall not be construed as a waiver of any other breach of the same or any other provision. The terms hereof set forth the entire agreement between Technical Diagnostic Services and customer with respect to the equipment and shall not be amended except in writing and signed by both parties.

21. FOREIGN LOCATIONS: All rentals, tax, and other payments to Technical Diagnostic Services shall be in United States of America (USA) dollars and paid from Customer's address set forth herein above or one of its other USA offices. Customer represents and warrants that it is authorized to do business in the USA and is located at the address specified above. If the Equipment is shipped or removed outside of the USA, in accordance with this agreement, Customer shall obtain all appropriate export and import permits and licenses with respect to the export and import of the Equipment, including any permits that might be required for Technical Diagnostic Services and including with respect to the return of the Equipment. Technical Diagnostic Services may in its discretion determine to perform any of the foregoing on behalf of Customer at Customer's expense. Customer shall be fully responsible for and shall indemnify, hold harmless, and, if so requested by Technical Diagnostic Services, defend Technical Diagnostic Services from and against export, import, licensing, and all other matters whatsoever that arise out of or in connection with or relate to the Equipment (including, without limitation, all

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associated options, software, and technical data) being shipped or located outside of the USA or returned to the USA. Customer shall comply with all applicable laws, regulations, transactions and import/export controls, and economic sanctions imposed by the USA or any other government, including, without limitation, obtaining appropriate export and re-export authorizations as stipulated under the Export Administration Regulations of the USA Department of Commerce. In addition to all other obligations, Customer shall be responsible for and shall pay any sales, use, property, withholding tax, value added tax or any other fees, taxes, or impositions that may arise out of the Equipment being shipped or located outside the USA or returned to the USA or otherwise relating to the Equipment ("Relevant Tax"). Customer shall cooperate with Technical Diagnostic Services in obtaining any relevant documentation necessary to substantiate payment of Relevant Taxes and in providing originals or certified copies thereof. If any withholding, turnover or other Relevant Taxes are due, Customer agrees, to the extent permitted by applicable law and if requested by Technical Diagnostic Services, to self assess with respect to any Relevant Taxes and remit and file all Relevant Tax returns in regards to such Relevant Taxes under the Customer's tax registration number and filings.

Customer also agrees to pay all costs of customs, duties and other fees and otherwise comply with all laws and regulations with respect to the import and export of the Equipment. Customer shall reimburse Technical Diagnostic Services for all taxes to be paid by Technical Diagnostic Services in USA dollars based upon the USA dollars needed by Technical Diagnostic Services to pay foreign taxes (including Relevant Taxes) in the appropriate amount of foreign currency, and Customer agrees to take all currency exchange risks and to reimburse Technical Diagnostic Services for any losses incurred by it in the course of paying any taxes (including Relevant Taxes). If any provision of this Agreement is held to be invalid or unenforceable in the jurisdiction in which this Agreement is being performed, then the meaning of such provision shall be construed so as to render it enforceable, to the extent feasible; and if no feasible interpretation would reform such provision, it shall be severed from this Agreement, and the remainder shall remain in full force and effect. However, if such provision is an essential element of this Agreement, Technical Diagnostic Services and Customer shall promptly negotiate a replacement thereof. If Technical Diagnostic Services and Customer are unable to agree upon a replacement term within thirty (30) days of a legal interpretation that such term is invalid or unenforceable, either Technical Diagnostic Services or Customer may terminate this Agreement upon ten (10) days prior written notice in which case Customer shall return the Equipment and pay all amounts as provided herein.