

TERMS AND CONDITIONS OF RENTAL CONTRACT

The following terms and conditions for rental or services shall apply to any rental, sale or services by Raeco Rents, LLC. Customer shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if the rental, services or sale of product referred herein are delivered and accepted by Customer, or if Customer does not within five days from the date hereof deliver to Raeco Rents, LLC a written objection to said terms and conditions or any part thereof.

For good and valuable consideration, once you have placed your order, the receipt and sufficiency of which are hereby acknowledged, you and Raeco Rents, LLC, an Illinois limited liability company ("Raeco Rents Rents") hereby agree as follows:

- (1) **Definitions:** In addition to the terms defined elsewhere in these Terms and Conditions of Rental Contract, as used herein, the following terms will have the meanings set forth next to each below:
 - (a) "Lessor," "we," "us" and "our" mean Raeco Rents, LLC, an Illinois limited liability company.
 - (b) "Basic Terms" means the information contained in your "Product Details" and "Order Summary" pages, as reflected on our website as of the date of this Contract (the terms of which are incorporated herein by this reference, and hereby agreed to by both you and Raeco Rents Rents);
 - (c) "Commencement Date/Time" means 12:01 a.m. local time at the delivery destination on the date scheduled for delivery to you of the Rented Item(s), as set forth in the Basic Terms, subject to Sections (3) and (4) below;
 - (d) "Contract" means the Basic Terms, together with these Terms and Conditions of Rental Contract;
 - (e) "Customer," "Lessee," "you" and "your" mean you, the customer or "Lessee," identified in the Basic Terms;
 - (f) "Delivery Location" means the address to which the Rented Item(s) is/are to be delivered, as provided in the Basic Terms.
 - (g) "Rent" means the amount(s) to be charged to and paid promptly by you in exchange for our grant to you of the right to possess and use the Rented Item(s) in accordance with the terms of this Contract;
 - (h) "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified in the Basic Terms (including any "Instructions" provided per the terms of Section (9) below), subject to the terms of this Contract, it being acknowledged that the depictions of Rented Items included in the Basic Terms are intended to serve solely as examples of the types of Rented Item(s) being offered, and that Raeco Rents may, as it deems necessary or appropriate based on, among other things, availability, substitute functionally equivalent item(s) for specific make(s) and model(s) of Rented Item(s) reflected in the Basic Terms, each of which shall be deemed a "Rented Item" for purposes of this Contract;
 - (i) "Service(s)" means the service(s) identified in the Basic Terms executed by you and Raeco Rents, to be performed at your request by Raeco Rents and/or one or more third party(ies) (typically, calibration services performed by the manufacturer(s) of the Item(s)), subject to the terms of this Contract;
 - (j) "Service Charge(s)" means the charges to be paid promptly by you, whether to Raeco Rents or to any one or more third party(ies), in exchange for its/their performance of Service(s), including waiting time, pursuant to this Contract;
 - (k) "Term" means the period commencing on the Commencement Date/Time and ending on the Termination Date/Time, subject to extension as may be agreed in writing by Lessor and Lessee; subject to the remaining terms hereof; and
 - (l) "Termination Date/Time" means 4:00 p.m. local time (unless a different time is specifically agreed to in writing by Raeco Rents Rents) at the Delivery Location on the scheduled date of termination of your rental of the Rented Item(s) and/or provision of the Service(s) you have requested, as reflected in the Basic Terms (it being understood and agreed that all Items must be properly repackaged and delivered to a reputable nationally-recognized courier, properly addressed for return to Raeco Rents, with the return shipping charges prepaid, prior to the scheduled cutoff time for pickups by such courier on the Termination Date; otherwise, an additional amount equal to one (1) day's Rent for each Item will be charged for each additional day of delay in Raeco Rents receipt of such Item(s)).
- (2) **Transaction(s):** You hereby agree to (a) rent the Rented Item(s) from Raeco Rents for the entire Term, and (b) if applicable, engage Raeco Rents and/or the applicable third-party contractor(s) to perform the Service(s), and to fully and timely pay all charges accruing hereunder, without proration, reduction or setoff, until the later of (x) the scheduled Termination Date/Time, or (y) the date: (i) all Rented Item(s) is/are returned to and accepted by Raeco Rents, and/or (ii) all Service(s) have been terminated.
- (3) **Rent and Service Charges:** Unless otherwise specifically agreed by Raeco Rents:
 - (a) All rental rates for Rented Item(s) are for normal use of such Rented Item(s) on a daily, weekly, monthly or annual (as specified in the Basic Terms) basis during the Term at the Delivery Location, and otherwise in accordance with the terms hereof and the "Instructions" described in Section (9) below. The Rent will be increased for late returns, overuse, misuse, abuse and neglect. Your rental starts on the Commencement Date/Time described in Section (1). Except with respect to Item(s) which we do not timely ship, or which you immediately reject upon delivery and inspection, no allowance will be made for weekends, holidays, time in transit (including without limitation, shipping delays and time spent awaiting inspections and/or customs clearance at international borders) or any other period(s) of unavailability and/or nonuse, unless otherwise separately agreed in writing by Raeco Rents in its sole and absolute discretion on a case-by-case basis.
 - (b) All Service Charges are for normal provision of Services under ordinary circumstances during the Term and otherwise in accordance with the terms hereof. Neither Raeco Rents nor any third-party contractor(s) shall be required to perform additional or extraordinary Service(s), or to delay its/their performance of any Service(s), unless otherwise separately agreed in writing by Raeco Rents and/or the applicable third party(ies), in which event, additional and/or increased Service Charge(s) will apply.
- (4) **Estimated Charges:** We have estimated the Rent and Service Charge(s) based on your estimate of the length of the Term and/or Service(s) required (the "Estimated Charges"). You agree: (a) to pay us: (i) any prepayment set forth in the Basic Terms upon submission of your order (the "Prepayment") unless otherwise separately agreed in writing by Raeco Rents; and (ii) any additional amounts coming due under this Contract, upon demand (but in any event, not later than 30 days after our delivery to you of the applicable invoice in each case; and (b) that: (i) Raeco Rents may deduct any amount you owe us from any Prepayment; (ii) no interest

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will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to Raeco Rents; and (iv) except as provided in Section (5), all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by Raeco Rents in the Basic Terms. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned, and will become the property of Raeco Rents. Anything to the contrary contained in this Contract notwithstanding, Raeco Rents will not be required to reserve, hold, schedule, confirm, deliver or ship any Rented Item(s) until Raeco Rents actual, non-cancelable, receipt of the required Prepayment.

- (5) **Cancellations:** Except only as otherwise provided in this Contract (including without limitation, Section (17) hereof), if you cancel your order prior to the Commencement Date/Time, then provided you have otherwise complied fully with this Contract: (a) if we receive your cancellation prior to the date we ship such Rented Item(s) to you, then you will not owe us the Rent otherwise payable hereunder for the subject Rented Item(s); or (b) if we receive your cancellation after any Rented Item(s) have been shipped to you, then you will owe us an amount equal to: (i)(A) one day's Rent for each Rented Item so shipped, multiplied by (B) the number of days elapsed between the date we shipped the subject Rented Item(s) to you and the date we actually receive return of such Rented Item(s) (excluding the date of shipment, and including, weekends, holidays and the date of our receipt), but in any event, not less than one (1) day's Rent; plus (ii) our reasonable costs and expenses associated therewith (including without limitation, the cost of packing and shipping the subject Rented Item(s)). If the amount of your Prepayment exceeds the total amount you owe to Raeco Rents pursuant to this Section, we will promptly refund the excess to you. If the amount you owe to Raeco Rents pursuant to this Section exceeds the amount of your Prepayment (if any), you will promptly pay us the excess (for which you hereby expressly authorize Raeco Rents to charge you to any credit card you have provided to us, without further notice to you). Except only as expressly set forth in this Section (5), Prepayments are non-refundable in all events.
- (6) **Ownership of Rented Item(s):** Except with respect to Rented Items which Raeco Rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), Raeco Rents owns and will retain title to all Rented Items at all times (the applicable Owner(s) shall retain title to and ownership of all re-rented items). Your only right with respect to any Rented Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item, and you acknowledge that you have no right, title or interest (including any right of purchase) in or with respect to any of such Rented Item(s).
- (7) **Assignment and Subleasing:** You may not transfer, sublease or assign any Rented Item or this Contract without the prior written consent of Raeco Rents, and if applicable, the Owner of any re-rented item(s). Raeco Rents may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, (a) you agree to attorn to each such assignee and make any or all (as directed by Raeco Rents Rents) payments thereafter coming due hereunder to such assignee, and (b) such assignee shall not be liable or otherwise responsible for, any pre-existing obligations or liabilities of Raeco Rents.
- (8) **Provision of Service(s) / Terms:** If we agree to perform or facilitate the provision of any Service(s) requested by you, such as calibration, whether through our representative(s) or one or more third-party(ies) (e.g., the manufacturer(s) of the Item(s) provided to you), you will: (a) pay our/their regular charge(s) for the same (if any); (b) timely deliver or make available (to Raeco Rents or the manufacturer(s), as provided in the Basic Terms) the subject Item(s), together with all materials, data, documentation and necessary peripherals; and (c) ensure all providers of such Item(s) and/or Services (which may include our representatives and/or employees) have full access to each of the same. If and to the extent we facilitate the provision of Item(s) or Services by one or more third parties, you acknowledge and agree that such providers are independent contractors or manufacturers, and are not Raeco Rents parents, affiliates, subsidiaries, agents, employees or representatives, and that Raeco Rents has merely acted on your behalf to identify, locate and facilitate the performance of Services by such third party(ies) at your request. Accordingly, you acknowledge and agree that Raeco Rents will not be deemed a provider of such third-party Service(s), and will not be responsible for any liabilities, claims, damages, losses, costs or expenses (including attorneys' fees) arising from or in connection with the willful or negligent act(s) or omission(s) of such parties, or any other third parties (collectively, "Other Providers"), including without limitation, defects in materials and/or workmanship, delays, personal injuries and property damage, for which you hereby release and agree to indemnify, defend and hold harmless Raeco Rents to the maximum extent permitted under applicable law. If you are not present upon delivery, performance and/or retrieval of any Item(s) or Services, you agree to accept the statements of the applicable provider(s) (which may include one or more contractor(s) and/or Raeco Rents representatives and/or employees), regarding the same, including status, condition, quality and quantities. All third-party deliveries of Item(s) to and from Raeco Rents will be F.O.B. shipping point, and all third-party returns/retrievals will be F.O.B. destination at Raeco Rents principal place of business (*Incoterms 2000*).
- (9) **Receipt/Inspection:** Upon your receipt of the Rented Item(s), unless you reject it/them (and notify Raeco Rents of such rejection, and the reason(s) for such rejection) immediately, you represent, warrant, acknowledge and agree that: (a) each Rented Item: (i) is in good repair and operating condition, free of defects, and in all ways acceptable to you; (ii) is appropriate for your intended use; and (iii) was selected solely by you based on your own assessment of your needs, and not based on any recommendation by Raeco Rents Rents; and (b) you: (i) have received, read and understood the training, instructions, warnings, user manuals, maintenance requirements, applicable laws, rules and regulations, and other information, if any, regarding the proper, safe and legal transportation, installation, use, maintenance, storage and/or repair of such Item(s) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use any and all recommended and required safety equipment; (iv) will use each Rented Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will immediately cease using any Item that breaks down, malfunctions or proves defective (each, a "Malfunction"); and (viii) will ensure that all others (including without limitation, other authorized users of the Rented Items) comply with this Section.
- (10) **Use of Rented Item(s):** At all times during the Term, you will ensure that each Rented Item is: (a) thoroughly inspected and tested prior to each use; (b) calibrated, adjusted, maintained and repaired if, as and when required per the Instructions referenced in Section (9); and (c) used safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) when fully, properly and safely (in all respects) functioning at all ranges of its capacity; (iv) at the Delivery Location (except only as otherwise specifically agreed in writing by Raeco Rents in its sole discretion on a case-by-case basis); and (v) otherwise in full compliance with the Instructions as well as all applicable laws, rules, regulations and policies of insurance at all times. You will not, nor will you permit anyone else to: (A) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (B) violate the terms of this Section (10), any other provision of this Contract, any applicable law, Instruction, policy of insurance or warranty; or (C) take possession of or exercise control over any Rented Item without Raeco Rents prior consent, which may be granted, conditioned or withheld in our sole and absolute discretion in each instance.

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- (11) **Protection of Rented Item(s):** You agree to: (a) protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to Raeco Rents on time, clean and otherwise in good order, condition and repair, properly serviced and maintained; and (b) ensure that all other parties you permit to use or deal with any Rented Item(s) comply fully with the requirements of this Section. If you fail to do so, you will pay Raeco Rents: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect. Raeco Rents may incur in connection with your failure to do so (including without limitation, any and all costs arising directly or indirectly from, or associated with, repairing and/or replacing such Rented Item(s), as well as lost future rentals).
- (12) **Malfunctions:** In the event of a "Malfunction" (as defined in Section (9)), you will immediately notify Raeco Rents, and provided such Malfunction did not result from or in connection with your wrongful or negligent act or omission or from your breach of any one or more of the terms of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** Raeco Rents will have no other obligation(s) regarding Malfunctions, all of which you hereby waive (including any and all associated incidental and consequential damages against Raeco Rents, each Owner, and each third-party Service provider).
- (13) **WARRANTY WAIVER:** RAECO RENTS IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL RENTED ITEMS ARE PROVIDED "**AS-IS**" AND "**WITH ALL FAULTS.**" EXCEPT ONLY AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN OR REQUIRED UNDER APPLICABLE LAW, **NEITHER RAECO RENTS NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS, WORKMANLIKE PERFORMANCE AND/OR COMPLIANCE WITH FEDERAL, STATE, PROVINCIAL, OR LOCAL STANDARDS OR REQUIREMENTS, SPECIFICALLY INCLUDING, BUT WITHOUT LIMITATION, ANY STANDARDS AND/OR REQUIREMENTS ESTABLISHED OR MAINTAINED BY ANY OVERSEAS (NON-U.S.) JURISDICTION)** REGARDING ANY RENTED ITEM(S) OR SERVICE(S) PROVIDED BY RAECO RENTS, ANY OWNER OR ANY THIRD-PARTY SERVICE PROVIDER HEREUNDER OR IN CONNECTION HERewith, NOR DOES RAECO RENTS, ANY OWNER OR ANY THIRD-PARTY SERVICE PROVIDER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS OR ADVERTISEMENTS (INCLUDING RAECO RENTS WEBSITE), WHETHER BY RAECO RENTS OR BY ANY OWNER OR ANY THIRD-PARTY SERVICE PROVIDER, CONSTITUTE REPRESENTATIONS OR WARRANTIES.**
- (14) **WARNINGS:** **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HAVING CAREFULLY REVIEWED THIS CONTRACT AS WELL AS THE INSTRUCTIONS AND WARNINGS REFERENCED HEREIN, YOU KNOWINGLY AND VOLUNTARILY:** (A) ASSUME ALL ASSOCIATED RISKS; (B) AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL OTHER AUTHORIZED USERS OF ANY RENTED ITEM(S), IF ANY (EACH OF WHOM YOU WILL ENSURE IS PROPERLY TRAINED, QUALIFIED AND IF APPLICABLE, LICENSED); AND (C) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAECO RENTS, EACH OWNER AND EACH THIRD-PARTY SERVICE PROVIDER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING THEREFROM OR ASSOCIATED THEREWITH, EVEN IF ARISING FROM OR IN CONNECTION WITH THE NEGLIGENCE OF RAECO RENTS.
- (15) **INDEMNITY/HOLD HARMLESS.** **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, AND/OR DESTRUCTION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL RENTED ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, PACKING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE RAECO RENTS, ALL OWNER(S) AND ALL THIRD-PARTY SERVICE PROVIDERS FROM, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAECO RENTS, ALL SUCH OWNERS AND ALL SUCH THIRD-PARTY SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH RENTED ITEM(S) AND/OR SERVICE(S). Additionally, you hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against Raeco Rents, each Owner and each third-party Service provider. Your duties hereunder are UNCONDITIONAL.**
- (16) You will maintain all insurance Raeco Rents deems necessary, but in any event (unless we otherwise agree), at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name Raeco Rents and each Owner (if applicable) as an additional insured and loss payee; (ii) waive subrogation against Raeco Rents and such Owner(s); and (iii) be primary. You will: (A) provide Raeco Rents with copies of the proper endorsements for any required coverage(s) specifying that it/they will not be cancelled during the Term; and (B) notify Raeco Rents immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s).
- (17) If: (a) you: (i) fail to fully and timely comply with any provision of this Contract; (ii) provide any incorrect or misleading information to Raeco Rents; (iii) fail to timely return any Rented Item(s) to Raeco Rents in the condition required; (iv) become insolvent or file (or have filed against you) any petition in bankruptcy; (v) die or cease conducting business, or (b) if any Rented Item(s) shall (i) be used in violation of any Instruction(s), law(s), rule(s), regulation(s), ordinance(s) or policy(ies) of insurance; or (ii) be lost, damaged or destroyed, **you will be in default,** whereupon, Raeco Rents may without notice or liability to you: (I) terminate your rental; (II) seek relief from any automatic stay; (III) enter upon any premises where any one or more of the Rented Item(s) is/are located, and recover, lock or disable such Rented Item(s) without being guilty of forcible entry, breaking and entering, trespass or other similar transgression (for which you hereby agree to indemnify, defend and hold harmless Raeco Rents); (IV) perform your obligations hereunder on your behalf, without being obligated to do so, and charge the cost thereof to you; (V) purchase replacement item(s) as necessary; (VI) recover from you our associated direct and indirect damages, costs and expenses (including without limitation, all Rent for the remainder of the Term, as well as attorneys' fees and costs of collection and enforcement); and/or (VII) pursue any other rights and/or remedies available hereunder, at law or in equity. You hereby waive any and all right(s) to receive notice of hearing or legal process before Raeco Rents pursuit of any one or more of the foregoing remedies.
- (18) This Contract (including the "Basic Terms" referenced in Section (1) hereof), and any Addenda signed or provided by Raeco Rents, represent the entire agreement between you and Raeco Rents, superseding all other oral and written agreements and representations

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(including Raeco Rents website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified the minimum extent necessary to make such provision(s) valid and enforceable, or if no such modification shall be possible, deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto. Raeco Rents may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of Raeco Rents is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond Raeco Rents reasonable control), Raeco Rents will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding Raeco Rents rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You acknowledge and consent to Raeco Rents installation in or on each Rented Item of one or more tracking device(s) (including GPS and telematics systems) enabling Raeco Rents to monitor, among other things, the location(s) and use characteristics of each such Rented Item, and you hereby irrevocably and unconditionally waive and relinquish any and all rights and claims arising from or in connection therewith. To the maximum extent permitted under applicable law, you hereby authorize Raeco Rents to: (a) collect and retain personal information about you (including without limitation, your identity and credit history) as reasonably necessary to complete the transaction(s) referenced herein, and **(b) submit all amounts coming due hereunder (up to and including the full (new) replacement value of each Rented Item, as well as all Rent, Service and related charges accruing under this Contract) for payment on your debit or credit card and hereby waive all claims to the contrary, including without limitation, "chargeback" and other similar rights and claims.** You agree to pay Raeco Rents the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and Raeco Rents (or as otherwise permitted on our website). **Raeco Rents maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Rented Item(s), and that allocation is reflected in a reduced Rent. **This Contract will be deemed to apply not only to all Item(s) identified in the Basic Terms, but also to all other items you obtain from Raeco Rents at any time in the future** (except only as otherwise agreed by Raeco Rents). In addition to any other amounts you owe hereunder, you agree to pay: (a) Raeco Rents attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including without limitation, all sales, use, transfer, value added, environmental and other taxes), levies, fines, fees, duties (including without limitation, customs and other similar duties), assessments and other charges related to this Contract, the transaction(s) contemplated herein, any one or more of the Rented Item(s), and/or the rental, use, maintenance, repair, storage and/or transportation thereof. Neither Raeco Rents exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy Raeco Rents may have. This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Illinois, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to DuPage County, Illinois. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

- (19) **WARNING REGARDING CRIMINAL CONVERSION. FAILURE TO RETURN RENTED PROPERTY CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION.** YOUR ATTENTION IS DIRECTED TO ILCS, CH. 720, Act 5, §§16-1.1, 16-3 and 16A-3(h) for details.

The undersigned has carefully read and understands these Terms and Conditions, hereby agrees to comply strictly with the same at all times.

Signature: _____

Customer/Lessee/Authorized Signatory