

**LEFELD WELDING AND STEEL SUPPLIES, INC.**  
**TERMS AND CONDITIONS OF RENTAL**

1. Lease. Lefeld Welding and Steel Supplies, Inc. ("Lefeld Rental") leases to the customer (the "Customer") identified on the Shipper, quotation (upon acceptance by Customer), or invoice (each, a "Primary Document"), in which these Terms and Conditions of Rental ("Terms and Conditions") are incorporated, the product identified therein, including all parts and components provided to Customer (the "Equipment"), and Customer hereby leases the Equipment, subject to the Primary Document and these Terms and Conditions (collectively, the "Agreement").

2. Lease Term. The lease of the Equipment shall be for the term identified on the Primary Document (the "Lease Term"). On the date of expiration of the Lease Term, Customer shall return the Equipment to Lefeld Rental in accordance with Section 6 of these Terms and Conditions. Failure to return the Equipment on the date of expiration of the Lease Term will not extend the Lease Term, but Customer shall be responsible for paying Lefeld Rental its standard per day rental rate for the Equipment for each day the Equipment is not returned to Lefeld Rental ("Late Days"). The Late Days include the day of actual return, notwithstanding the time of day the return was made.

3. Rent. As consideration for the lease of the Equipment, Customer shall pay Lefeld Rental the rent identified on the Primary Document, or if not stated on the Primary Document, then Lefeld Rental's standard rent rate for the Equipment then in effect (the "Rent").

4. Payment of Rent and Other Charges; Credit Terms. Notwithstanding the terms of the Primary Document, credit terms extended to Customer are at all times subject to the discretion of Lefeld Rental, and Lefeld Rental may at any time require payment in full, in advance of or during the Lease Term. Unless otherwise required by Lefeld Rental, Rent and other charges owing Lefeld Rental under the Agreement shall be payable within 30 days from the date of Lefeld Rental's invoice. In the event the Lease Term falls within at least two billing cycles, Lefeld Rental may elect to invoice for Rent for the entire Lease Term during one or more billing cycles. Amounts owing to Lefeld Rental but unpaid after the date those amounts were due shall accrue a service charge of 2% per month, compounded monthly.

5. Condition of Equipment at Lease Term Commencement. Customer shall take possession of the Equipment at commencement of the Lease Term from the Lefeld Rental store identified by Lefeld Rental, unless otherwise agreed and subject to Lefeld Rental's applicable delivery charge. At commencement of the Lease Term, Customer shall inspect the Equipment and identify in writing to Lefeld Rental any material defects in the Equipment. If material defects are identified in writing by Customer, Lefeld Rental shall, at its option, repair those defects or provide Customer with Equipment of substantially equivalent performance capabilities (in which case, such equipment shall be the "Equipment" for purposes of the Agreement). Provided that Lefeld Rental uses reasonable efforts to repair the defect or provide alternative equipment: (i) Lefeld Rental shall not be in breach of the Agreement; and (ii) the Lease Term shall commence upon completion of Lefeld Rental's obligations under this Section 5. If no material defects are identified in writing to Lefeld Rental, Customer shall be deemed to have accepted the Equipment (or replacement thereof) as being in good condition and repair and suitable for Customer's use.

6. Return of Equipment. Equipment shall be returned to the Lefeld Rental store from which it was obtained by no later than that store's close of business on the day on which the Lease Term expires, and shall occur in person between an employee of Lefeld Rental and Customer or an authorized employee of Customer. Early return of the Equipment shall not entitle Customer to receive a refund or credit

as against the Rent. At return of the Equipment, the Equipment shall be: (i) in as good of condition and repair as it was deemed to be as of acceptance pursuant to Section 5 of these Terms and Conditions, reasonable wear and tear excepted; and (ii) in clean condition and in all respects suitable for immediate re-rental by Lefeld Rental. In the event the Equipment is not returned as required by this Section 6, Customer shall be responsible for reimbursing Lefeld Rental all of its costs and expenses incurred in connection with the repair, maintenance, cleaning, and other activities required to cause the Equipment to be in the condition required by this Section 6.

7. Risk of Loss. Risk of loss or damage to the Equipment during the Lease Term shall be borne by Customer, FOB the Lefeld Rental store from which the Equipment was leased (and FOB that store upon return), unless Lefeld Rental makes delivery or retakes delivery, in which case risk of loss passes FOB Customer's agreed upon location. In the event of loss or damage, Lefeld Rental, in its discretion, may either: (i) repair the Equipment (in the event of damage) to the condition required by Section 6 of these Terms and Conditions; or (ii) replace the Equipment with substantially equivalent equipment (which shall become the "Equipment" for purposes of the Agreement). All costs incurred by Lefeld Rental in repairing or replacing the Equipment shall be payable by Customer on demand from Lefeld Rental, unless Lefeld Rental had the risk of loss hereunder. In the event of damage repaired by employees of Lefeld Rental, Lefeld Rental's costs shall include its standard labor rates for repairs. Loss or damage to the Equipment shall not terminate the Agreement or Customer's obligation to pay Rent, but Lefeld Rental will use reasonable efforts to provide substitute Equipment to Customer for use during the balance of the Lease Term.

8. Repairs During Lease Term. In the event the Equipment requires repair during the Lease Term, Customer shall notify Lefeld Rental in writing and either permit access by Lefeld Rental to the location of the Equipment or return the Equipment to the Lefeld Rental store designated by Lefeld Rental, for purposes of inspection and repair of the Equipment. Lefeld Rental shall use reasonable efforts to repair the Equipment, and Customer shall pay Lefeld Rental its standard labor rates for such inspection and repair. Customer shall not permit its own employees, or any other person or entity, except authorized employees of Lefeld Rental, to perform repairs to the Equipment.

9. Maintenance. Customer shall perform all maintenance required for the Equipment during the Lease Term, in strict compliance with the recommendations of Lefeld Rental and the manufacturer of the Equipment.

10. Location of Use; Restrictions on Use. During the Lease Term, Customer represents and warrants that the Equipment will be at all times located at Customer's address identified in the Primary Document, or such other location identified by Customer in writing on the effective date of the Agreement, and will not remove the Equipment from such location without the prior written consent of Lefeld Rental. Customer further represents and warrants that: (i) no person shall operate the Equipment except the Customer or its employees and that each such operator of the Equipment shall have the knowledge, training, experience, and licensing necessary or appropriate for the operation of the Equipment in accordance with good practices in the industry and the Equipment manufacturer's recommendations and requirements; and (ii) the Equipment shall at all times be used solely for its ordinary purpose.

11. Ownership of Equipment. Customer acknowledges and agrees that Customer has no ownership or other interest in the Equipment, other than the right to possess the Equipment during the Lease Term and while Customer is not in breach of the Agreement.

Customer authorizes Lefeld Rental to file UCC financing statements reflecting its interest in the Equipment.

12. Taxes. The Rent is exclusive of any sales or other taxes with respect to the lease of the Equipment by Customer, and Customer shall be solely responsible for payment of all such taxes.

13. Warranty Disclaimers. **THE EQUIPMENT IS BEING LEASED TO CUSTOMER "AS IS," AND LEFELD RENTAL HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Lefeld Rental will pass through to Customer, to the extent available, any warranties provided by the manufacturers of the Equipment.

14. Disclaimer of Consequential Damages; Limitations on Remedies. **LEFELD RENTAL HEREBY DISCLAIMS ANY AND ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DOWNTIME, LOST PROFITS, INDEPENDENT CONTRACTOR EXPENSES, AND EMPLOYEE WAGES AND BENEFITS. IN NO EVENT SHALL LEFELD RENTAL'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THE AGREEMENT, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, OR ARISING IN TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE RENT FOR THE EQUIPMENT TO WHICH THE CLAIM RELATES, OR \$500, WHICHEVER IS THE LESSER AMOUNT.**

15. Indemnification. Customer shall indemnify, defend, and hold harmless Lefeld Rental and its shareholders, directors, officers, employees, and contractors (including Lefeld Rental, the "Lefeld Indemnitees"), for, from and against any and all claims, losses, damages, injuries, and liabilities, however caused (the "Losses"), resulting from, or arising out of, or any way connected with the Equipment or the Agreement, including any Losses arising out of or relating to the negligent acts or omissions of any Lefeld Indemnitee. Notwithstanding the foregoing, in no event shall the indemnification obligations of Customer under this Section 15 apply to any Losses solely arising out of the grossly negligent or reckless act of a Lefeld Indemnitee.

16. Statute of Limitations. No action or cause of action may be brought against any Lefeld Indemnitee for breach of the Agreement, breach of warranty, or any claim arising in tort or otherwise, more than one (1) year following the initial event giving rise to the action or cause of action.

17. Liability Insurance. Customer agrees that Customer will, for the Lease Term and any other period during which Customer is in possession of the Equipment, procure and maintain comprehensive general liability insurance, insuring against claims for bodily injury, death, and property damage (the "Liability Coverage"). The Liability Coverage shall: (i) be written on an "occurrence" as opposed to "claims made" basis; (ii) include blanket contractual liability coverage; (iii) name Lefeld Indemnitees as additional insureds; (iv) provide for the full defense of the insureds; (v) be in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate; (vi) have a self-insured retention or deductible of not more than \$10,000; (vii) be primary to and not contributory with any insurance carried by Lefeld Rental; and (viii) be issued by an insurer with a minimum A.M. Best rating of A-minus and authorized to do business in the state where the Equipment will be used. Customer assumes the defense obligations of the insurer providing the Liability Coverage, for all claims against any Lefeld Indemnitee, for such periods as the insurer does not provide that defense. Customer shall: (i) within 10 days following written request from Lefeld Rental,

provide to Lefeld Rental certificates of insurance reflecting the Liability Coverage or, if requested by Lefeld Rental, a copy of the policies providing the Liability Coverage; and (ii) provide immediate written notice to Lefeld Rental in the event of cancellation or modification of the Liability Coverage.

18. Property Insurance. Customer agrees that Customer will, for the Lease Term and any other period during which Customer is in possession of the Equipment, procure and maintain property insurance covering loss or damage to the Equipment on an "all risks" basis, in an amount not less than the replacement cost of the Equipment (the "Property Coverage"). The Property Coverage shall: (i) be written on an "occurrence" as opposed to "claims made" basis; (ii) name Lefeld Rental as an additional insured; (iii) have a self-insured retention or deductible of no more than \$500; (iv) be primary to and not contributory with any insurance carried by Lefeld Rental; and (v) be issued by an insurer with a minimum A.M. Best rating of A-minus and authorized to do business in the state where the Equipment will be used. Customer shall: (i) within 10 days following written request from Lefeld Rental, provide to Lefeld Rental certificates of insurance reflecting the Property Coverage or, if requested by Lefeld Rental, a copy of the policies providing the Property Coverage; and (ii) provide immediate written notice to Lefeld Rental in the event of cancellation or modification of the Property Coverage.

19. Default; Remedies. Customer shall be in default under the Agreement for failure to timely pay Rent or other charges or to perform any other obligation of Customer under the Agreement, or if Customer is subject to any bankruptcy or receivership proceeding or makes an assignment for the benefit of creditors. In the event of default, Lefeld Rental shall have all rights and remedies available to it at law or in equity, including the right to repossess the Equipment. In the event Lefeld Rental takes any action to enforce the Agreement, Customer agrees to immediately reimburse to Lefeld Rental, on demand, all attorney fees, court costs, and other expenses incurred in connection with such enforcement. Customer shall be considered in default under the Agreement in the event Customer is in breach of or in default under any other agreement between Lefeld Rental and Customer.

20. Governing Law, Exclusive Jurisdiction. The Agreement shall be governed by, construed, and enforced in the accordance with the laws of the State of Ohio, without reference to conflict of law principles. Any claim, cause or action, or dispute arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of state courts of competent jurisdiction in Mercer County, Ohio, unless federal courts would have exclusive jurisdiction, in which case exclusive jurisdiction shall be in the District Court for the Northern District of Ohio. The parties hereby consent to jurisdiction and venue in accordance with this Section 20.

21. No Assignment. Customer may not assign any rights or delegate any duties arising out of or relating to the Agreement without the prior written consent of Lefeld Rental. Any attempted assignment or delegation without such consent shall be void and of no effect.

22. No Waiver. No waiver of any breach of the Agreement shall be deemed effective unless in a writing signed by the waiving party, and shall not be deemed a waiver of any other breach, or a waiver of the same breach that continues beyond the agreed-upon waiver period.

23. Entire Agreement; Amendments. The Agreement constitutes the entire agreement between the parties with respect to the matters contemplated therein, and supersedes any prior or contemporaneous agreements, understandings, and negotiations. The Agreement may only be amended or modified by a writing signed by Lefeld Rental and Customer.