

NEOP, LLC

STANDARD RENTAL- TERMS AND CONDITIONS

1. Customer shall pay to NEOP, LLC the purchase/rental charges as outlined in the 2021 NEOP, LLC price book or personalized quotation of the equipment purchased/rented.
2. Rental charges shall begin on the date such equipment leaves NEOP, LLC's property and shall end on the date such equipment is returned to NEOP, LLC's property- unless otherwise noted.
3. Rental rates and prices are subject to change without notice upon completion of the minimum lease period as specified herein.
4. The equipment rented shall be maintained in good working order and operating condition, at customers expense and shall be returned in the same condition as when received, ordinary wear and tear alone excepted. Worn or damaged packing elements/rubbers will be billed to customer at current replacement cost.
5. NEOP, LLC does not assume any responsibility for freight, rail, drayage, or any other charges. All such charges shall be borne by customer.
6. NEOP, LLC exercises precaution to keep equipment in good condition, but NEOP, LLC DOES NOT GUARANTEE RENTAL EQUIPMENT AND ALL SUCH EQUIPMENT IS USED AT THE CUSTOMER'S SOLE RISK. NEOP, LLC DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NEOP, LLC shall not be responsible for any damages resulting from such use, including claims based on negligence, general tort law or strict liability, whether direct or indirect and including incidental or consequential damages of any kind.
7. Customer agrees that NEOP, LLC shall not be liable for any damage, whether subsurface or surface arising from subsurface, to any property of customer at all caused by such equipment or the use thereof and whether or not caused by the sole negligence of NEOP, LLC. Customer hereby agrees to hold harmless and indemnify NEOP, LLC against

all claims for all personal injuries and/or property damage, whether subsurface or surface arising from subsurface or damages arising from pollution, in any way caused by such equipment or the use thereof, and whether or not caused by the sole negligence of NEOP, LLC, it being the intent of the parties that this provision shall apply to property owned by the customer or to property owned by any third party.

8. Any conditions which prevent use of such equipment do not release customer of his responsibility for purchase or rental charges.
9. All equipment lost or damaged beyond repair will be paid for by customer at the then current list price and all damaged equipment which may be repaired will be repaired by NEOP, LLC and the repairs paid for by customer.
10. NEOP, LLC does not warrant that any of the material, equipment or apparatus rented or sold by NEOP, LLC, if used or sold in combination with other equipment or used in the practice of methods or processes, will not, by virtue of such combination or use, infringe patents of others and NEOP, LLC shall not be liable for any patent infringement arising from, or by reason of, any such use or sale. Furthermore, NEOP, LLC shall not be liable for any patent infringement arising from, or by reason of any use or sale of any material equipment or apparatus not manufactured by or for NEOP, LLC or for the use or sale of any materials, equipment or apparatus specially made, in whole or in part, to the Purchaser's design specifications.
11. Customer will permit NEOP, LLC or its duly authorized agent at all reasonable times to have access to the premises in order to inspect such equipment.
12. Failure to enforce any or all of the herein specified terms and conditions in any particular instances shall not constitute a continuing waiver or preclude subsequent enforcement thereof.
13. This sales/rental agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, U.S.A.

14. No employee, representative or agent of NEOP, LLC unless authorized by an officer of NEOP, LLC is empowered to alter any of the herein specified terms and conditions. The terms and conditions herein contained supersede any prior agreement of understanding between the parties with respect the subject matter hereof.

15. TERMS: Unless otherwise specifically stated on the invoice, terms of payment are NET thirty (30) days following the date of the invoice, subject to approved credit. Payment is to be made in U.S. Dollars at 125 Long Street, Rices Landing, PA 15357

16. PRICES SUBJECT TO CHANGE WITHOUT NOTICE

COMPANY: _____

ADDRESS: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____