1. Agreement. These Rental Agreement Terms and Conditions and the Rental Agreement, Proposal, Invoice, Quote, or other document(s) incorporating them by reference, including all documents, exhibits, schedules, and addendums attached thereto or specifically incorporated by reference by them, constitute the sole and entire agreement ("Agreement") between Hawthorne Machinery Co. or its applicable subsidiary, affiliate, or related entity ("Hawthorne") and the purchasing customer ("Customer") ("Agreement") between Hawthorne and the customer, to govern the terms and conditions by which Hawthorne will render and the customer will receive the Services. This Agreement supersedes all prior and contemporaneous understandings and agreements, both written and oral regarding the Services. No purchase order, work order, or statement of work issued in connection with the Services by a third party shall be binding on Hawthorne unless expressly accepted by Hawthorne in writing and by Hawthorne, the Services to Customer shall not constitute acceptance of any terms and conditions contained in any request for proposal, purchase order, statement of work, or other similar document issued by Customer or a third party, nor does it serve to modify or amend this Agreement.

2. Precedence. Should the terms of any proposal, purchase order, or statement of work issued by third parties conflict with the terms of this Agreement, the terms of this Agreement shall control. The Parties agree that the Services will be governed by the following documents in this order of precedence: the Rental Agreement, Proposal, Invoice, Quote, other document(s) issued by Hawthorne incorporating these terms and conditions by reference, these Rental Agreement Terms and Conditions, other writings submitted by the Parties, and then by applicable law.

3. Acceptance. Acceptance of any portion of the Services, providing payment in whole or in part, taking possession of any Equipment to which this Agreement applies, or acceptance of the Agreement in any form (whichever occurs first) shall constitute acceptance of these Rental Agreement Terms and Conditions and any terms set forth in the document(s) issued by Hawthorne incorporating them by reference.

4. Change. Hawthorne shall use reasonable efforts to meet any performance dates specified in the Agreement. Customer agrees that any such dates shall be estimates only.

5. Change in Services. If Customer wishes to change the scope of the Services, it shall submit details of the requested change to Hawthorne in writing. Hawthorne may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, the fees, or any performance dates set forth in the Agreement.

6. Customer Warranties. Customer warrants that (i) if an entity, it is duly organized and validly existing in good standing; (ii) it is duly authorized to execute, deliver, and perform its obligations under this Agreement; (iii) it is not insolvent and is paying all of its debts as they become due; (iv) no payments made pursuant to the Agreement are intended by it to be a substantially contemporaneous exchange for new value given to it; (v) each payment made of a debt incurred by it under this Agreement is or was in the ordinary course of its business or financial affairs, and (vi) all information supplied by Customer is complete and accurate.

7. Customer Obligations. Customer shall pay, or reimburse Hawthorne for all prices, fees, expenses, or charges related to the Services when they become due, cooperate with Hawthorne in all matters relating to the Services, and provide such access to Customer’s premises and facilities as may reasonably be requested by Hawthorne for the purposes of performing the Services. Customer shall provide all direction, information, approvals, authorizations, notes, contracts, security agreements, financing statements, decisions or materials requested by Hawthorne to perform the Services. Customer shall maintain the premises on and around which the Services will be performed in a reasonably safe condition and shall notify Hawthorne in advance of any hazards, dangerous conditions and defects.

8. Compliance with Law. Customer agrees to pay the charges mentioned in this section as liquidated damages and not as penalty representing reasonable and fair compensation for the foreseeable losses/expenses resulting therefrom. Customer agrees to pay Hawthorne a $25.00 Service Charge on each dishonored check and a $50.00 Service Charge on any dishonored check not returned within five (5) business days of receipt by Customer or a third party, nor does it serve to modify or amend this Agreement.

9. Customer’s Acts or Omissions. If Hawthorne’s performance under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Hawthorne shall not be deemed in breach of its obligations under the Agreement or otherwise liable for all expenses, charges, or losses sustained or incurred by Customer to the extent arising directly or indirectly from such prevention or delay.

10. Fees and Expenses. Customer shall (i) reimburse Hawthorne for all reasonable costs and expenses incurred in connection with the Services or in collecting any late payments and (ii) pay all other amounts due within thirty (30) days of receipt of an invoice from Hawthorne unless otherwise specified at the time of the order or elsewhere in this Agreement. Failure to notify Hawthorne in writing of any dispute regarding an invoice within sixty (60) days of receipt of said invoice waives Customer’s right to dispute such invoice. Customer agrees that any unpaid charges owed to Hawthorne must be paid within thirty (30) days of receipt of notice from Hawthorne. Failure to pay fees will be subject to any delay, reduction, set-off, defense, or counter-claim. Unless specified otherwise in writing, Customer shall pay all costs of transportation, which include but are not limited to governmental duties, local taxes, customs fees, and shipping costs regardless of whether they arise before, during, or after performance of the Services. All credit card charges are subject to a surcharge.

11. Late Payments. All late payments shall bear interest at the lesser of the rate of 1.5% per month (18% per annum) or the highest rate permitted under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid in full as reimbursement to Hawthorne for clerical and other expenses incurred as a result of the default. Additionally, Hawthorne shall have the right, but not the obligation, to apply any funds paid by Customer to Hawthorne at any time to satisfy unpaid amounts. Customer also expressly agrees to pay the charges mentioned in this section as liquidated damages and not as penalty representing reasonable and fair compensation for the foreseeable losses/expenses resulting therefrom. Customer agrees to pay Hawthorne a $25.00 Service Charge on each dishonored check and a $50.00 Service Charge on any dishonored check not returned within five (5) business days of receipt by Customer or a third party, nor does it serve to modify or amend this Agreement.

12. Taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder, excluding any taxes imposed on, or with respect to, Hawthorne’s income, revenues, gross receipts, personnel or real or personal property or other assets unless otherwise specified in writing.

13. Disclaimer of Warranty. Hawthorne MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. HAWTHORNE IS NEITHER A MANUFACTURER OF THE PARTS USED IN THE SERVICES, NOR AN AGENT THEREOF.

14. Normal Use. Any rental rate provided to Customer covers normal use only, not to exceed eight (8) hours per day, forty (40) hours per week or one hundred and sixty (160) hours per four week period. Any excess use will be pro-rated against the appropriate rate and charged to Customer.

15. Limitation of Liability. Customer assumes all risk and liability for the loss of, damage to, death of, or injury to any person or property caused by the use, condition, possession, or storage of property leased from Hawthorne as well as all other risks and liabilities arising from the same. In no event shall Hawthorne be liable to Customer or any third party for any loss of use, revenue, or profit or any consequential, indirect, incidental, special, exemplary or punitive damages (including attorneys’ fees and costs and expert-witness fees and costs) of any nature whatsoever whether arising out of breach of contract, tort (including negligence) or otherwise, exceed the lesser of (i) the fees paid to Hawthorne pursuant to the Agreement in the one-year period preceding the event giving rise to the claim or (ii) $25,000. Unless specifically agreed to in writing, Hawthorne will not be liable for any liquidated damages of any kind and is not bound by any agreement containing the same.

16. Duty to Indemnify. Customer will indemnify, defend, and hold harmless Hawthorne, its agents, employees, affiliates and their respective owners, officers, directors, employees, agents, successors and permitted assigns from any and against any and all claims, losses, expenses, liabilities, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, costs, penalties, taxes, assessments, charges, punitive damages and expenses of whatever nature incurred by or on behalf of Hawthorne or a third party, or arising from, in respect of or by reason of any and all claims, losses, expenses, liabilities, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages, costs, penalties, taxes, assessments, charges, punitive damages and expenses of whatever nature incurred by or on behalf of Hawthorne or a third party, or arising from, in respect of or by reason of such alleged breach of warranty or infringement of intellectual property rights by a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. HAWTHORNE PURSUANT TO THE AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (ii) $25,000. Unless specifically agreed to in writing, Hawthorne will not be liable for any liquidated damages of any kind and is not bound by any agreement containing the same.

17. Normal Wear and Tear. Customer agrees to return Equipment to Hawthorne in the same condition in which it was leased and, at Hawthorne’s discretion, agrees to compensate Hawthorne for any damage in excess of normal wear and tear. At Hawthorne’s discretion, a cleaning charge for the rental or repair of equipment will be charged to Customer and stored in an Equipment account. If the Equipment is returned in normal working order, and in the condition in which it was received, no charges will be assessed. If the Equipment is returned damaged, Customer will be billed for the repair or replacement of the Equipment. If the Equipment is returned in normal working order, and in the condition in which it was received, no charges will be assessed. If the Equipment is returned damaged, Customer will be billed for the repair or replacement of the Equipment. If the Equipment is returned in normal working order, and in the condition in which it was received, no charges will be assessed. If the Equipment is returned damaged, Customer will be billed for the repair or replacement of the Equipment. If the Equipment is returned in normal working order, and in the condition in which it was received, no charges will be assessed. If the Equipment is returned damaged, Customer will be billed for the repair or replacement of the Equipment.

18. Storage and Use. Customer shall be liable for all damages to or loss of Equipment and liability incurred prior to Equipment’s return to Hawthorne. If Equipment is to be retrieved by Hawthorne from Customer, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to the Equipment for a period of fifteen (15) days from the date of delivery by Hawthorne or any designated representative. Customer agrees to pay a reasonable storage fee per month for each Equipment stored at Hawthorne’s expense and store the Equipment in a careful and proper manner and will not permit it to be operated or used in violation of any and all applicable manuals, user guides, instructions, or applicable federal, state or local statute, ordinance, rule or regulation relating to the possession, use or maintenance of the Equipment as specified by the manufacturer.

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In the event of any failure of the Equipment, Customer at its own expense shall immediately return it to Hawthorne's premises. Customer shall not repair Equipment without Hawthorne's written authorization.

21. Insurance and Rental Protection Plan. Customer will provide Hawthorne no less than two (2) days prior to the commencement of the Services a copy of the insurance policy evidencing that Customer is insured and maintaining insurance in compliance with the provisions of this Agreement. If Customer fails to provide a valid Physical Damage Certificate or fails to purchase RPP and pay the then current rate or fee for Hawthorne's RPP in effect at the time of the Agreement, and shall automatically renew at the end of each term for successive terms equal in duration to the initial term.

22. Renewal. If Customer elects to renew the Agreement, Customer agrees to purchase RPP and pay the then current rate or fee for Hawthorne's RPP in effect at the time of the Agreement or obtain, and provide Hawthorne satisfactory evidence of, the insurance required by Hawthorne before or at the time the Services begin. Customer also agrees to pay any Equipment Damage Fee that may become due as a result of its participation in RPP. If Customer does not maintain the required insurance or the Equipment Damage Fee exceeds the value of the Equipment, Customer for all losses covered under the RPP, which terms are specifically incorporated by reference and are available at www.hawthornecat.com/terms. Customer expressly agrees and understands that the RPP is NOT insurance and does not offer coverage for risks including, but not limited to, Public Liability, Auto Liability, General Liability, or Workers' Compensation. Customer shall indemnify, defend and hold harmless Hawthorne from and against all claims, demands, losses, expenses, costs, and legal fees relating to the use of Equipment in violation of any of the terms of this Agreement or of any law or ordinance, (2) to crane, dragline, or derrick booms, or forkift masts or mast carriages, (3) to non-licensed, on-highway vehicles, such as water trucks, dump trucks or trailers, Hawthorne's Machinery Co., its Affiliated Companies, Directors & Officers, Agents and Employees. Primary Insurance: Primary Insurance is required. The insurance must be non-cancelable and non-renewable. C) Business Auto (If Applicable): Coverage: Requires $1,000,000 limit in business auto liability coverage. Physical Damage: Limits must equal or exceed the value of the Equipment. Additional Insured: If leasing, leased, or on lease, new or used, Hawthorne's Machinery Co., or leasing licensed, on-highway vehicles, such as water trucks, dump trucks or trailers, Dwarfed or removed. Form: Coverage is required to be written on Special Form, including theft. Endorsement: Hawthorne Machinery Co. must be named as Loss Payee. Customer must provide Hawthorne a valid Physical Damage certificate or purchase Hawthorne's Rental Protection Plan ("RPP") to be eligible to receive the Services.

20. Failure of Equipment. If Customer refuses to pay for the RPP, then Hawthorne may terminate the Agreement and, at its sole discretion may remove the Equipment and replace it with similar Equipment covered by this Agreement at its sole discretion may remove the Equipment and replace it with similar Equipment covered by this Agreement, and shall automatically renew at the end of each term for successive terms equal in duration to the initial term.

24. Loss or Destruction of Equipment. Customer is responsible for all amounts and all other charges of any kind required of Customer under the Agreement to be payable immediately, and be entitled to the balance due together with interest at the rate of 10% per annum from the date of notification, and repossess the Equipment without legal process free of all rights of Customer to the Equipment. Customer authorizes Hawthorne or its agent to enter onto any premises where the Equipment is located and repossess it. Customer specifically waives any right of action Customer might otherwise have arising out of the aforementioned entry and repossession and releases Hawthorne of any claim for trespass or damage caused by reason of the entry, repossession, or removal. Customer will reimburse Hawthorne for all reasonable expenses of repossession and enforcement of Hawthorne's rights and remedies, together with interest at the rate of 10% per annum from the date of payment. Notwithstanding any other provision of this Lease, Customer will pay, subject to any limits under applicable law, Hawthorne's attorneys' fees and legal expenses of any kind to enforce any provision in this Agreement.

29. Force Majeure. Hawthorne shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay caused by or resulting from acts or circumstances beyond Hawthorne's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, an shortage of or shortage of substitute supplies of adequate or suitable materials, telecommunication breakdown or power outage.

31. Communications. All notices, requests, consents, claims, demands, waivers and other communications (each, a “Communication”) must be in writing and addressed to the other Party at the address provided in the Rental Agreement. Proposal, Invoice, Quotation, or other document(s) incorporating these terms and conditions by reference, or such other address that Customer authorizes, or act on its behalf, to exercise its rights or perform its obligations. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Receiving Party of such requirements to afford Receiving Party the opportunity to object to or arrange for substitution for, or lest release in lieu of, the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclaiming Party of such requirements to afford Disclaiming Party the opportunity to object to or arrange for substitution for, or least release in lieu of, the Confidential Information to assist Disclaiming Party, or act on its behalf, to exercise its rights or perform its obligations. If Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclaiming Party of such requirements to afford Disclaiming Party the opportunity to object to or arrange for substitution for, or least release in lieu of, the Confidential Information to assist Disclaiming Party, or act on its behalf, to exercise its rights or perform its obligations.

33. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS RELATING TO CONTRACT, TORT, NEGLIGENCE, PRODUCTS LIABILITY, OR VIOLATION OF ANY STATUTE OR COMMON LAW AND STATUTORY CLAIMS), AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (i) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (ii) ACKNOWLEDGES HAVING HAD A
REALISTIC OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL.

34. Dispute Resolution. Any dispute or controversy arising under or in connection with this Agreement shall first be resolved by informal discussion between senior management of the Parties. If informal discussion fails to produce a resolution, the Parties must then attend non-binding mediation in the San Diego County, California or Honolulu, Hawaii with a mutually agreed-upon mediator. If the Parties are unable to agree on a mediator, any dispute or controversy arising out of or relating to this Agreement shall be settled by binding arbitration. Either Party may initiate arbitration, which shall be conducted in San Diego, California or Honolulu, Hawaii in accordance with the commercial arbitration rules of the American Arbitration Association. Each Party shall share equally the cost of the arbitration and shall bear its own attorneys’ fees, unless the arbitrator awards such fees and costs to a Party. The arbitrator shall not have the power to award any punitive damages.

35. Enforcement. Subject to Section 34, Customer shall pay all costs Hawthorne may incur in enforcing or exercising its rights under this Agreement, whether or not suit is filed.

36. Severability. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable in any manner or in any territory or jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Agreement, or if no such modification shall be possible, deleted, and the remainder of this Agreement will remain valid and enforceable.

37. Amendments. This Agreement shall only be modified or amended by an instrument in writing signed by the Parties. Any changes, additions, stipulations or deletions, by Customer, shall not be deemed to be agreed to or binding upon Hawthorne unless agreed to in writing in the form of an amendment signed by Hawthorne and Customer.

38. No Waiver. No exercise, nor any failure or delay by either Party in the exercise of, any right or remedy available hereunder, at law or in equity will be deemed an election of remedies or a waiver of any such rights or remedies. Remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

39. Assignment. Hawthorne may assign any of its rights or obligations under the Agreement without the prior written consent of Customer. If an assignee agrees to assume the obligations of Hawthorne, Customer agrees that Hawthorne shall be released from all further liability hereunder. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement or sublet or hire out the Equipment without the prior written consent of Hawthorne. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Customer agrees to keep the Equipment free from any lien and encumbrance of any kind.

40. No Third Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

41. Headings. Headings are for reference and do not affect the interpretation of the Agreement.

42. Time to Bring Claim. No claim which concerns a dispute arising under this Agreement may be commenced by Customer more than one year after the Services are performed.

43. Equipment Management Electronic Data Sharing Product Link™ and VisionLink® User Agreement/Privacy Notice. For Equipment equipped with Product Link™ and VisionLink®, Customer understands that data concerning the machine, its condition, and operation will be transmitted to Caterpillar Inc. and/or its dealers to better serve Customer and improve upon Caterpillar Inc. products and services. The information transmitted may include but is not limited to machine serial number, machine location, operational data, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar Inc. and/or its dealers will not sell or rent collected information to any third party and will exercise all reasonable efforts to keep the information secure. Customer, by executing the Agreement, understands the disclosures in this Section and grants permission to allow the referenced data to be accessed by Caterpillar Inc., and/or its dealers.

44. Title to Goods. Hawthorne retains title to goods. Customer hereby grants to Hawthorne a security interest in any purchased goods and all proceeds thereof described in this agreement to secure the performance of all of Customer’s obligations under this Agreement.

45. Equipment. Should the Agreement include the purchase of machinery from Hawthorne, when the machines necessary for the Agreement have been identified and appropriated, Customer agrees on demand to execute and deliver to Hawthorne all notes, contracts, security agreements, and financing statements required by Hawthorne to evidence the transaction. In the event Customer fails to execute and deliver said notes, contracts, security agreements and financing statements to Hawthorne, the entire balance of the purchase price of the equipment shall, at Hawthorne’s option, become immediately due and payable.

46. Transportation. Customer understands and consents to Hawthorne’s use of third party vendors to provide transportation services (“Transportation Company”). Customer also agrees that Hawthorne’s responsibility for shipment of any goods ceases upon delivery of said goods to a Transportation Company, and any claims for shortages, delays or damages occurring thereafter shall be made timely by Customer directly to the Transportation Company.

47. Used Goods. Should the Agreement include the purchase of used machinery, parts, or other equipment, said used machinery, parts, and other equipment are sold “AS IS” AND “WITH ALL FAULTS.” HAWTHORNE MAKES NO WARRANTY RELATED TO THE TITLE OF THE GOODS FOR SALE UNDER THIS AGREEMENT, NOR TO THE RIGHTFUL TRANSFER OF THE GOODS, NOR TO THE EXISTENCE OF SECURITY INTERESTS, LIENS, OR OTHER ENCUMBRANCES AGAINST THE GOODS. HOWEVER, HAWTHORNE WARRANTS THAT, AT THE TIME OF SALE, HAWTHORNE DID NOT KNOW OF ANY HOSTILE CLAIM OF TITLE OR ANY ENCUMBRANCES AGAINST THE GOODS FOR SALE UNDER THIS AGREEMENT.

48. Consent to Share Customer Data. By signing the Agreement, Customer consents to Hawthorne sharing information relating to or generated pursuant to this Agreement or the Services with Caterpillar, Inc., its affiliates, and its vendors hired for the purpose of aggregation of data and analysis.

49. No Waiver. Under no circumstance (other than damages resulting from covered losses by Hawthorne’s RPP) does Hawthorne waive any claim against Customer, and in all circumstances Customer shall be responsible for accessories such as air hoses, tool steel, electric cords, blades, welding cables, LPG tanks, fuel containers and other similar items. Moreover, the waiver of subrogation specified in the Section titled “Rental Protection Program” shall not apply to any bodily injury or property damage liability claims in any circumstances.

50. Air Pollution Permit Compliance. Customer agrees to fully read and understand all terms and conditions of any State or Federally issued air permit for Equipment being rented. Customer agrees as a “Rental Operator”, to comply with all requirements of any issued air permit and all applicable local, state and federal air quality rules and regulations. Customer fully understands that permitted Equipment is subject to enforcement action by Local, State and Federal regulatory agencies for any violations of the listed permit conditions and local, state and federal air quality rules and regulations.

51. EMISSIONS REQUIREMENTS:

CAL AIR RESOURCES BOARD 5 MIN IDLING LIMIT WHEN OPERATED IN CAL. ANY OFF-ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CAL AIR RESOURCES BOARD IN-USE OFF-ROAD DIESEL VEHICLE REGULATION. IF THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CAL AIR RESOURCE BOARD WEBSITE AT: HTTP://ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM.

52. Personal Property Tax. Customer agrees to pay Hawthorne an additional 0.75% charge on the rental price of qualified heavy equipment as defined in California Civil Code 1656.5 (“PPT”). The PPT is an estimate of the personal property tax Hawthorne will be required to remit for the rental of certain qualified heavy equipment by Customer. In the event the PPT exceeds actual amounts owed by Hawthorne, Customer acknowledges and authorizes the excess to be remitted to the State Board of Equalization for deposit into the State of California General Fund as required by law.

53. Survival. Provisions of this Agreement that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, Section 13 (Disclaimer of Warranties), Section 15 (Limitation of Liability), Section 16 (Duty to Indemnify), Section 23 (Insurance and Rental Protection Program), Section 27 (Confidentiality), Section 32 (Applicable Law/Venue), Section 33 (Waiver of Jury Trial), Section 34 (Dispute Resolution), Section 35 (Enforcement), Section 42 (Time to Bring Claim), and Section 53 (Survival).

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