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 purchaser ("Customer") (together with Hawthorne, the “Parties” and each Party individually, the “Party”) with respect to the rental, sale, loan, or other disposition of tangible or intangible property ("Equipment") by Hawthorne on behalf of or to Customer ("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 Customer or a third party shall be binding on Hawthorne unless previously and specifically incorporated into this Agreement. 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 Customer or a third party conflict with the terms and conditions of this Agreement, the terms of this Agreement shall govern, and in the event of a conflict between the terms of this Agreement and the terms of any proposal, purchase order, or statement of work, the terms of this Agreement shall control. Failure to notify Hawthorne in writing of any dispute regarding an invoice within which case the terms of payment specified by Hawthorne in the incorporating document will apply.

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 and all terms and conditions set forth in the document(s) issued by Hawthorne incorporating them by reference.

4. Change in Services. Hawthorne shall make 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) any 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. Failure to comply with any portion of this section will constitute a material breach ("Material Breach") of the Agreement, which breaches of any responsibility to perform the Services, and enable Hawthorne to terminate the Agreement.

8. Compliance with Laws. Customer agrees to comply fully, at its sole cost, with all applicable federal, state and local laws, rules and regulations.

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 any costs, 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 in writing. Customer will pay all charges for equipment rental made on an "as used" basis at the then-prevailing rates and any additional charges specified in the Agreement or otherwise payable to Hawthorne for the equipment rental services. Unless otherwise agreed in writing by Hawthorne, all payments made to Hawthorne shall be in United States dollars and shall be subject to current exchange rates. Customer shall pay 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.

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 delay. If Customer defaults in the payment of any amounts when due, all unpaid sums shall become immediately due and payable. 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 or draft returned from any financial institution. In the event Hawthorne is unable to file a Preliminary Notice if payment is not received. Failure to provide any Preliminary notice information when requested could constitute a revocation of extension of credit.

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, (iv) WARRANTY OF NON-INFRINGEMENT OR INFRINGEMENT OF ANY 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 INCLUDED 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 all losses 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 loss of data or diminution in value, or for any costs, charges, or losses related to or in connection with the Services or in collecting any late payments and any other expense, 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. Failure to comply with any portion of this section will constitute a material breach ("Material Breach") of the Agreement, which breaches of any responsibility to perform the Services, and enable Hawthorne to terminate the Agreement.

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 any nature whatsoever whether arising out of breach of contract, tort (including negligence) or otherwise, EXCEPT 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.

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 late return fee of $1,000 per day will be charged for any part of the rental term that Equipment is returned after the due date.

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 ten (10) days from the due date. In the event Equipment is delivered to Customer, Customer will ensure that a representative of Hawthorne receives the Equipment in a proper and 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 and maintenance of the Equipment as specified by the manufacturer.

19. Waiver. Customer's voluntary execution of this Agreement acknowledges that it has examined and accepts responsibility for all hitches, bolts, safety chains, stop and tail lighting, hauling tongues and brakes, together with all devices and material used to attach the Equipment to
Customer's towing vehicle. Customer further acknowledges that the Equipment is suitable for Customer's needs and understands (without further instructions) its proper operation and use.

20. Failure of Equipment. In the event of any failure of the Equipment, Customer shall not repair the Equipment without Hawthorne's written authorization.

21. Insurance and Rental Protection Plan. Customer will provide Hawthorne no less than thirty (30) days prior to the effective date of the Service Authorization, Proposal, Quote, or other document(s) incorporating these terms and conditions by reference, or such other address that has been notified to Customer, an Insurance Certificate or Physical Damage Waiver for the Equipment to be covered under the Rental Protection Program. If a claim is made under the RPP, Customer will provide Hawthorne with such information as is reasonably necessary to prove the loss or damage to the Equipment. The Equipment shall be returned to Hawthorne's premises as soon as possible after the loss or damage is discovered.

22. Rental Protection Program. By executing this Agreement, Customer agrees to purchase RPP and pay the then current rate or fee for Hawthorne's RPP in effect at the time of this 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 is responsible for any loss or damage to the Equipment, Customer shall be liable to Hawthorne for the full value of the Equipment, together with 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 to have the Equipment inventoried, held, guarded, protected, and stored by Hawthorne at Customer's expense. If Customer is responsible for any loss or damage to the Equipment, Customer shall remain liable to Hawthorne 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 be notified of the date the claim is filed and the amount of the claim. Customer may file a claim on its own behalf. Customer will, for the purpose of investigating the claims and maintaining the RPP, provide to Hawthorne all necessary information and cooperate with Hawthorne in any manner required by Hawthorne. Customer agrees to pay for any loss or damage to the Equipment, together with 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 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.

23. Refusal of RPP. If Customer refuses to pay for the RPP, then Hawthorne may terminate this Agreement and remove the Equipment. However, if Hawthorne elects to continue the Agreement, the RPP will not be effective and Customer shall be fully responsible for all loss and damage to Equipment as specified in the Section titled “Loss or Destruction of Equipment.”

24. Loss or Destruction of Equipment. Customer is responsible to Hawthorne for any loss or damage to Equipment, except for ordinary wear and tear. If the Equipment is stolen, lost or damaged, Customer shall be liable to Hawthorne for the full value of the Equipment, together with interest at the highest legal rate on such value, plus all of Hawthorne's expenses related to said loss or damage, including, but not limited to, loss of use, appraisal fees, or cost of recovery. Only if Customer has met all of the conditions as outlined in Section 17 titled “Normal Wear and Tear” and Section 18 titled “Storage and Use,” and Hawthorne's RPP has been purchased, the Equipment will be returned to Hawthorne. If the Equipment is destroyed in the performance of the Services, the Customer will be responsible for the cost of the Equipment as provided in the RPP. If the Equipment is destroyed in the exercise of any of Customer's rights under this Agreement, Customer will be responsible for the cost of the Equipment as provided in the RPP.

25. Fuel. It is the responsibility of the Customer to use appropriate fuels. Engine damage arising from the use of incorrect fuel will be charged to Customer.

26. Hawthorne's Right to Inspection. Hawthorne reserves the right during business hours to enter Customer's premises for the purpose of inspecting the Equipment and making any repairs and adjustments necessary to ensure the proper and safe operation thereof. Hawthorne shall not be liable for any damage thereto. If the Equipment is destroyed in the performance of the Services, the Customer will be responsible for the cost of the Equipment as provided in the RPP. If the Equipment is destroyed in the exercise of any of Customer's rights under this Agreement, Customer will be responsible for the cost of the Equipment as provided in the RPP.

27. Refund of Deposit. If Customer defaults on any of the terms of this Agreement, Customer shall have no right to recover the deposit paid to Hawthorne under this Agreement.

28. Terms. Each Party has knowingly, voluntarily, irrevocably and unconditionally waived 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 claim or cause of action based on contract, tort, negligence, strict liability, or any other law or 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 larger font copy of these terms and conditions is available upon request.
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 mediator. If mediation fails to produce a resolution, or if the Parties cannot 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. The party prevailing in the arbitration shall have the right to collect its costs, fees, and expenses from the arbitrator, subject to all applicable law and limits, attorneys’ fees as invoiced and house counsel fees at $500 per hour incurred in connection with the arbitration, as well as all costs, fees, and expenses of the arbitrators, reimbursed by the non-prevailing party. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay out no more than 25% of the claims made against it. 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 by any court of competent 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 or construed as a binding obligation by 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 and/or remedies. Remedies hereunder shall not be exclusive, but shall augment 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 of Rights.** Customer 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 Vision Link® User Agreement/Privacy Notice.** For Equipment equipped with Product Link℠ and Vision Link®, 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, fuel 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 without Customer’s prior consent. Customer agrees to execute 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 payment of the Equipment.

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 is unable 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 may ship or deliver any goods or shipment of any goods in or by any goods for the use or benefit or equipment, or any other purpose agreed to in writing by both Parties. Customer shall not have the power to award any punitive damages.

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, OR 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 accepting the Agreement, Customer consents to Hawthorne sharing information relating to or generated pursuant to this Agreement, or the Goods & Services, including Confidential Information, with Caterpillar, Inc., its affiliates, subsidiaries, sister companies, or vendors. Customer acknowledges and agrees that it is directing Hawthorne to intentionally disclose such information, including Customer’s personal information, if any, to Caterpillar Inc. and its affiliates, subsidiaries, sister companies, or vendors and agrees that such disclosure is not a sale or received for valuable consideration.

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 permits, state and federal air quality rules and regulations.

51. **EMISSIONS REQUIREMENTS:**

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 have 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).

54. **Prevailing Wage.** Unless specified otherwise in writing, the Goods & Services shall be quoted, performed or provided with the assumption that any local, state, or federal prevailing wage laws, or public or private collective bargaining agreements, do not apply. Goods & Services performed or provided pursuant to a local, state, or federal prevailing wage law, or a public or private collective bargaining agreement, will be billed at applicable rates, which Customer agrees to pay.

A LARGER FONT COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.