

## STANDARD TERMS AND CONDITIONS

These Terms and Conditions are those under which Triumph Modular Inc., a Massachusetts corporation with a principal place of business at 194 Ayer Road, Littleton, Massachusetts 01460 (“Triumph” or “Lessor”) rents and or leases equipment, mobile offices, storage containers or other equipment (the “Units”) to customers (“Lessee(s)”) identified on one or more rental orders (the “Order” or “Orders”) that may be executed by Lessee. The specific terms set forth in each Order together with these Terms and Conditions represent the entire contractual agreement with Lessee and may be referred to herein as the “Lease”, “Rental Agreement” or “Contract”.

**1. Delivery, Site Conditions:** Lessee shall provide firm and level ground of a slope of less than four inches from end to end of the unit rented. Site selection is the responsibility of the Lessee, and re setting services after initial placement is not included. Lessor shall have no liability for determining the adequacy of the site. Lessee’s failure to investigate existing site conditions and provide notice to Lessor, will confer immediate authority upon the Lessor to complete any work requested at time of delivery for a safe and level installation, including the use of heavy equipment, and the Lessor will be entitled to an equitable adjustment in price necessitated by any differing site conditions. A differing site condition is a physical characteristic of the land on which the Unit(s) shall be installed, that materially changes the construction techniques from those reasonably expected by Lessor at the time of the Agreement. Delay in delivery caused by the Customer, or a Unit ordered dispatched and not accepted, will result in charges. On site delivery allowance time, 30 minutes for office trailer or storage container. The Unit(s) shall remain at the delivery site until the expiration or termination of this Lease, and shall not be moved unless agreed to in writing by Lessor. Lessee shall be responsible for obtaining any permits required to install the Unit(s).

**2. Storage, Assumption of Risk:** Lessee is responsible for inspecting the Unit(s) upon delivery and they are accepted when delivered. Storage Unit(s) are not temperature regulated and have limited utility for storage purposes. Lessee agrees to check the Unit(s) periodically for condensation and changes due to aging. Lessee agrees to procure additional insurance coverage for items of value. Triumph shall not be liable for loss or damage to stored contents.

**3. Use and Maintenance** –Lessee will use the Equipment with due care and only for the purpose for which it is intended, and shall provide at Lessee’s expense adequate initial hook up and ongoing maintenance of electrical power, water and other utility services required

of the Unit(s) for proper operation. Lessor shall not be required to provide any services with respect to the Equipment, unless provided for specifically on a particular Order. In the absence of such an Order, Lessor shall have no responsibility for service or maintenance. The HVAC systems when rented require preventative care outside of Lessors control and is the obligation of the Lessee. As a courtesy, in the first 30 days following delivery Triumph shall see that the HVAC works as intended. Following 30 days, it is Lessee’s responsibility to keep coils and contactors free from excess dirt, to replace filters AND to provide whatever other regular maintenance is required of the Units. Any failure of the HVAC is then assumed to be the result of a failure to maintain on the part of the Lessee. If Lessee fails to adequately maintain the Unit(s) or adequately repair any damage for which Lessee is responsible, Lessor shall have the option to perform the maintenance or repair at Lessee’s expense. Lessee shall bear the risk of damage, theft or destruction of the Unit(s) from every cause, and shall make all repairs thereon at its expense. No defect, failure or unfitness of the Equipment shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. If Lessor’s signage is removed or defaced by any reason or whatever cause it will be replaced at Lessee’s expense, and a charge of \$500.00 dollars will be assessed per occasion of removing or defacing our marketing insignia. Upon expiration or termination of the Lease, the Unit(s) shall be returned to Lessor in same condition as when delivered, reasonable wear and tear accepted. Damage beyond normal wear and tear will be billed to the Lessee, and the Lessee agrees to pay the charges.

**4. Insurance:** Lessee shall provide a Certificate of Insurance covering the Unit(s) which shall contain the following: (i) Commercial General Liability written on a per occurrence form or garage liability insurance covering premises operations, underground explosion and collapse, contractual liability and broad form property damage, with minimum mandatory per occurrence, C.S.L. (combined single limit) of \$1,000,000; and (ii) Commercial Property Insurance for the physical loss or damage including theft of storage units and office trailers. Triumph Corporation must be listed as Additional Insured and Loss Payee. Lessee’s failure to furnish and keep proof of insurance with Lessor will result in a non refundable fee for lack of compliance (\$110.00 per month) and after legal can result in default and repossession of all leased equipment.

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**5. Indemnification:** Lessor shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by the Unit(s) or by the use, maintenance, operation or handling thereof, or for any loss of Lessee's business, or for any damages whatsoever or howsoever caused. Lessee does hereby indemnify Lessor and holds Lessor, its agents and employees, harmless of and from any and all losses, damages, claims or liability of any kind or nature whatsoever, including legal expense and attorney's fees arising from the taking, occupancy, use, condition or operations of the Unit(s).

**6. Taxes and Fees:** In addition to the rental payments, Lessee shall pay all sales tax, use taxes, personal or real property taxes, and any other governmental charges whatsoever and by whomsoever payable on the Unit(s) at any time while on Lessee's site, notwithstanding status of lease termination.

**7. No Warranty:** Lessee acknowledges that: Lessor is not the manufacturer of the equipment nor the manufacturer's agent. Lessee is satisfied that the equipment is suitable and fit for its purposes; and Lessor has not made and does not make any warranty with respect to the equipment, express or implied. Lessor shall not be liable for damages of any kind arising out of the use of or the inability to use the equipment leased.

**8. Default:** If Lessee shall default in the payment of any installment of rent or any other amounts payable under the Lease, or if Lessee fails to comply with any other of the terms or conditions herei, or if Lessee or its creditors file for relief under any bankruptcy or similar law for the relief of debtors, or if a receiver is appointed to take possession of any assets of Lessee, Lessor may, at its option, terminate the Lease and Lessee's right to possess the Unit(s) by giving written notice to Lessee. The Unit(s) will thereupon be surrendered to Lessor and Lessor may take possession thereof, and Lessor is hereby authorized by Lessee to enter upon any premises of Lessee without demand or notice for such purposes and recover possession, with or without Lessee's assistance, and to make any utility disconnection needed, without any court order or pre-taking hearing, it being understood that this right of repossession in the event of default is a basis for the financial accommodation reflected in the Lease. In the event of a default hereunder by Lessee, Lessee hereby waives any and all damages occasioned by such retaking. Lessor may sell or otherwise dispose of any Units(s) or possessions therein at a private or public sale upon 10 days prior notice to Lessee and to expose and

resell the Unit(s) at Lessee's premises at reasonable business hours. Lessee hereby releases and holds harmless Lessor from any claims for damages of whatever kind in any way related to Lessor's repossession, including direct or incidental or consequential damages. Lessee shall be liable for all costs and attorneys fees incurred by Lessor in connection with the exercise of any rights or remedies set forth herein. In the event of a default hereunder by Lessee, Lessee shall continue to be responsible for the rental payments provided for in the Lease for the remainder of the written term of the Lease, and Lessor shall retain all rents and other amounts paid by Lessee.

**9. Assignment:** Lessor may assign the Lease or the sums due from Lessee at its discretion without prior notification to Lessee. Lessee may not assign the Lease without prior written approval by Lessor.

**10. Miscellaneous:** Until Lessee notifies Lessor of any new address in writing, any invoice, notice or service of process required by this lease or by law is validly given by Lessor when mailed by first class mail, or when delivered to the Lessee's address provided. After the completion of the Minimum Lease Term relative to any Unit(s) as specified in an Order, Unit(s) are rented on a month-to-month basis and Lessor has the right to increase, upon thirty (30) days prior written notice; (a) the Rate Per Month for the Unit(s) subject to the percentage increase in the Consumer Price Index (CPI); and (b) any other fee or charge previously quoted in the particular Order. No increase shall be more than 6% of the rental rate per month in any one year. For equipment on rent for more than two years, Lessor can charge additional for return transportation and removal services at the then prevailing rates for such services, with a maximum increase for those services of fifteen percent. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability or any other provision thereof. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Time is of the essence of this Lease. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Unit(s) and supersedes any and all other agreements and understandings, whether oral or written, with respect to the subject matter. The Lease may be amended only by a written agreement between the Lessor and the Lessee that expressly identifies the provision so amended.