

GENERATOR RENTAL AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS.**
 - a. "Lessee" shall mean the party to this contract identified herein other than the Aggreko entity identified on the face of this Agreement.
 - b. "Lessor" shall mean the ThermFlo entity identified on the face of this Agreement.
2. **RENTAL PERIOD.** The rental period shall commence from the date of shipment of the rental equipment, accessories and related spare parts and supplies covered by this agreement (the "Equipment") from the point of shipment and shall continue until Lessee's receipt of an off rent confirmation notice. Provided, however, for all rentals in which Lessee is responsible for arranging freight, the rental shall not terminate until return to Lessor's yard. The rental period shall not be subject to pro-ration.
3. **DETERMINATION OF RENTAL CHARGES.** DETERMINATION OF RENTAL CHARGES: Lessee shall pay for the rental period on each piece of Equipment named in the list of equipment in this agreement, including any parts encompassed thereby, at the rate herein stipulated. A rental rate is for a minimum rental period of one week, any portion of a week will be charged as a full week. A MONTH IS DEFINED AS A PERIOD OF TWENTY-EIGHT (28) DAYS. Unless otherwise agreed in writing, all rental rates are based on a shift system, single shift is defined as eight (8) hours in a day, forty (40) hours in a week or one hundred sixty (160) hours in a twenty-eight (28) day month. Double shift is defined as eighty (80) hours in a week or three hundred twenty (320) hours in a twenty-eight (28) day month. Triple shift is unlimited hours in a twenty-eight (28) day month. Lessor will endeavor to comply with Lessee's written invoicing requirements that are provided to Lessor in advance of the rental, but non-compliance by Lessor therewith shall not be a deemed valid reason for delay in payment by Lessee.
4. **PAYMENT.** All charges under this Agreement are due and payable in accordance with payment terms below. All overdue payments, including payments for damages and losses, shall bear interest at the lesser of (i) eighteen percent (18%) per annum and (ii) the highest rate per annum permitted by applicable law. The accrual of interest on past due amounts shall not prejudice Lessor's right to terminate this Agreement for non-payment of rental charges. Payment terms are net 30 days from the date of Lessor's invoice. In addition to Lessor's termination rights, Lessor, in its sole discretion, may change payment terms to advance billing and payment due upon receipt, if Lessee becomes delinquent on any payments due and owing under this Agreement or any other rental agreement. If Lessee provides any applicable invoicing requirements to Lessor prior to the delivery date, Lessor will endeavor to comply with such requirements; provided, however, that failure to comply with such requirements will not serve as the basis for delaying payment to Lessor.
5. **LOADING, UNLOADING AND TRANSPORTATION.** Lessee shall bear the expense of and responsibility for unloading and reloading the Equipment at Lessee's receiving and shipping point, including all injuries and damages resulting therefrom, and shall pay all demurrage charges incurred at Lessee's receiving and shipping points. Lessee shall be responsible for shipping expenses from the original point of shipment to Lessee's receiving point and all return shipping expenses to the original point of shipment or such other shipping point as Lessor shall in writing direct, regardless of whether these costs are advanced by Lessor. However, if Lessor directs Lessee in writing to return Equipment to a place other than Lessor's yard, then Lessee shall pay the shipping expenses up to but not beyond the amount that would have been required to return the Equipment to the original Lessor shipping point. Lessee must have an authorized agent available to sign a bill of lading upon delivery of the Equipment by the carrier.
6. **RECALLING AND RETURNING NOTICE.** Lessor may recall any or all Equipment upon fifteen (15) days written notice to Lessee and Lessee may return any or all Equipment upon like notice to Lessor. In the event of recall, Lessee shall remain responsible for any loading, unloading, and transportation costs.
7. **MAINTENANCE, OPERATION AND REPAIRS.** Lessee shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. Lessee shall, at its own expense, operate, maintain, and keep the Equipment in good repair and return it in the same condition in which it was received, reasonable wear and tear excepted. Specifically, Lessee must:
 - a. Ensure that the Equipment is operated by qualified personnel in accordance with applicable manufacturer's guidelines and instructions.
 - b. Ensure that the Equipment is used for applications within the capacity ratings of the Equipment.
 - c. Comply with all applicable federal, state, and local laws and regulations in connection with operating, handling, and transporting the Equipment.
 - d. Inspect the Equipment on a regular basis.
 - e. Supply all fuel, coolants, and lubricants necessary to operate the Equipment.
 - f. Immediately notify Lessor of any known problems or malfunctions or suspected malfunctions or problems or those that should reasonably be known or suspected upon regular inspection that are necessary to keep the Equipment in good running order.
 - g. Perform all routine and minor repairs and maintenance necessary to keep the Equipment in good running order, unless otherwise agreed in writing.

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- h. Replace all broken or worn out parts on the Equipment, unless otherwise agreed in writing, and notify Lessor immediately of any broken or worn out parts on the Equipment.
 - i. Return the Equipment in a clean and unmarred condition.
 - j. Immediately notify Lessor of any changes in load, capacity, or site conditions.
8. **INSPECTION.** Before the Equipment is loaded for transit or upon Lessee's receipt of the Equipment, Lessee will have an inspection thereof conducted by a qualified inspector. If upon inspection the Equipment is not in a satisfactory condition, the reasonable cost of such inspection shall be paid for by Lessor. If Lessee does not inspect the Equipment before it is loaded for transit or upon Lessee's receipt of the Equipment, then Lessee shall be conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and in a clean and unmarred condition. Lessor shall have the right during Lessee's customary business hours to enter the premises occupied by the Equipment and shall be given reasonable access thereto and afforded necessary facilities for the purpose of inspection.
9. **DAMAGE TO EQUIPMENT.** Lessee shall be liable to Lessor and Lessor's suppliers, if applicable, for all loss or damage to the Equipment, from the time it is delivered to Lessee's requested receiving point until it is returned to the care, custody, and control of Lessor or Lessor's freight carrier for return delivery, regardless of the cause or origin of such loss or damage (including acts of God, such as flooding and storm surges), except as limited in Section 20. Notwithstanding any force majeure event, Lessee shall advise Lessor within twenty-four (24) hours of the receipt of the Equipment of any shortages and within seven (7) days of any damage claim which it might have, and unless such notice is given within such period, such claim for shortage or damage shall be invalid and unenforceable. In the event of partial loss or damage to the Equipment, Lessee shall immediately notify Lessor of such and Lessee agrees to pay for all such damages. The repair of the damaged Equipment will be governed by Section 20. In the event of total loss to the Equipment for which Lessee is responsible, Lessee agrees to pay, within thirty (30) days from such loss, the amount as identified on Lessor's most current Generator Equipment Replacement Values Schedule, published prior to the date of loss (available at <https://www.thermflo.com/forms>), which the parties agree is the current fair replacement value of the Equipment.
10. **INDEMNIFICATION & LIMITATIONS ON LIABILITY.**
- a. LESSEE SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND LESSOR'S SUPPLIERS FROM AND AGAINST ANY CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, LAWSUIT, CAUSE OF ACTION, JUDGMENT, PENALTY, AND/OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, AND OTHER COSTS OF SUIT) ON ACCOUNT OF PROPERTY DAMAGE OR LOSS, OR BODILY INJURY (INCLUDING ILLNESS, DISABILITY, OR DEATH), RESULTING FROM THE OPERATION, USE, OR HANDLING OF THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF LESSEE AND/OR ANY THIRD PARTY. THE ABOVE INDEMNITY SHALL ALSO BE REQUIRED OF ANY LESSEE, AFFILIATE, OR OTHER PERSON OR ENTITY TO WHICH LESSEE RE-RENTS THE EQUIPMENT OR OTHERWISE MAKES THE EQUIPMENT AVAILABLE FOR USE.
 - b. LESSOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSEE FROM AND AGAINST ANY CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, LAWSUIT, CAUSE OF ACTION, JUDGMENT, PENALTY, AND/OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, AND OTHER COSTS OF SUIT) ON ACCOUNT OF PROPERTY DAMAGE OR LOSS, OR BODILY INJURY (INCLUDING ILLNESS, DISABILITY, OR DEATH), RESULTING FROM THE OPERATION, USE, OR HANDLING OF THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF LESSOR.
 - c. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES; LOSS OF USE, REVENUES, PROFITS, OR PRODUCTION; OR COSTS OF DELAYS OR CONTRACT EXTENSIONS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR EQUITY OR BY STATUTE.
 - d. THE LIABILITY AND INDEMNITY OBLIGATIONS OF EACH PARTY ARE LIMITED TO, AND SHALL NOT IN ANY EVENT EXCEED, \$1,000,000 PER OCCURRENCE, WITH SUCH PARTY ENTITLED TO A CREDIT AGAINST THIS LIMITATION FOR ANY PROCEEDS PAID BY ITS INSURERS.
11. **INSURANCE.** Each party shall furnish certificates evidencing the insurance required below is in full force and effect and identifying: (1) the other party as an additional insured, loss payee and certificate holder to the extent of the liability and indemnity obligations assumed by the named insured under this Agreement; (2) a waiver by the underwriters or insurers of any and all claims, including subrogation, against the other party (including its parent, subsidiaries, affiliates, and the officers, directors, agents, employees, and invitees of each) for workers' compensation, property damage or loss, or bodily injury (including illness, disability, or death) covered by such policies to the extent of the liability and indemnity obligations assumed by the named insured under this Agreement; and (3) that written notice to the other party shall be provided in the event of material change or cancellation in accordance with policy provisions. The required insurance is as follows:

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- a. Workmen's Compensation and Occupational Disease insurance in compliance with the laws of all jurisdictions covering that party's employees and contractors while this Agreement is in effect and Employer's Liability insurance, with limits of \$1,000,000 per occurrence.
 - b. Comprehensive General Liability insurance (including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, personal injury, property damage, and cross liability coverage endorsements covering all services to be performed hereunder, including coverage for liability assumed under this Agreement) with limits of \$1,000,000 per occurrence and \$2,000,000 combined general aggregate. The policy shall be primary to any and all other valid and collectible insurance of the other party to the extent of the liability and indemnity obligations assumed by the named insured under this Agreement.
 - c. Automobile Liability insurance covering all owned, non-owned, and hired motor vehicles, with limits of \$1,000,000 per occurrence and \$2,000,000 combined general aggregate. This policy shall be primary to any and all other valid and collectible insurance of the other party to the extent of the liability and indemnity obligations assumed by the named insured under this Agreement.
 - d. Broad Form Property Insurance on all property of the additional insureds placed in the care, custody, or control of the named insured with limits equal to the replacement value of the property which coverage shall include, but is not limited to, losses caused by act or omissions of the additional insured's or any affiliated entity's employees, agents, or third parties, acts of God (including hurricane, storm, storm surges and floods), fire, theft, or vandalism.
 - e. All insurance required herein shall be written on an "occurrence" basis and not on a "claims made" basis. Any deductible or self-insured retention maintained by a party is the obligation of that party.
12. **LEGAL EXPENSES.** The prevailing party in any judicial or alternative dispute resolution proceeding shall be entitled to recover its reasonable attorney's fees, costs, charges, and expenses incurred in pursuing the claim against the other party for damages, breach of contract, enforcement of indemnity rights, or otherwise.
13. **ENVIRONMENTAL FEES.** Lessee shall pay all reasonable environmental fees agreed upon by the parties in the applicable Proposal.
14. **RE-RENTAL OF LESSOR EQUIPMENT.** Without the prior written consent of Lessor, Lessee shall neither re-rent the Equipment nor assign or transfer any interest in this Agreement. If Lessee is not the end user, then Lessee shall provide Lessor with the name, address, and contact information of Lessee's Lessee to which Lessee is re-renting the Equipment. Lessee shall attain written consent of Lessor prior to moving Equipment to any location not listed in this Agreement. Lessee's obligations under this Agreement shall not be diminished or circumvented by the actions or inactions of Lessee's Lessees or other third parties. Lessor is not assuming any obligations other than those under this Agreement. Lessor will not be liable for any property damage or loss, bodily injury, or other liability, and all warranty and service obligations will be of no force or effect, if Lessee fails to comply with this Section 15.
15. **RENTAL OF NON-SCHEDULED ITEMS.** If Lessor is asked to supply boilers, transformers, electrical distribution equipment, large centrifugal air compressors, or other goods or services, LESSOR shall not be under any obligation to provide such goods or services unless Lessee also agrees to additional terms and conditions.
16. **TERMINATION OF THIS AGREEMENT.** If (i) Lessee fails to make payment in accordance with this Agreement and such failure continues for a period of five (5) days, (ii) Lessee, its Lessee, or the end user becomes bankrupt, becomes insolvent, or makes an assignment for the benefit of its creditors, (iii) Lessee, its affiliates or Lessee, or the end user fails to maintain and/or operate or to return the Equipment in accordance with this Agreement, (iv) Lessee fails to maintain the insurance required by this Agreement, (v) Lessor reasonably believes that Lessee is unable to comply with the payment terms hereof as a result of delays in payment under this Agreement or is likely to become bankrupt, insolvent, or make an assignment for the benefit of its creditors, (vi) Lessee violates any material provision hereof, (vii) the Equipment becomes lost, damaged, stolen, destroyed, or seized by a governmental agency after it had been placed in the care, custody, and/or control of Lessee, or (viii) Lessor has a reasonable belief that there is an unusual risk of loss or damage to the Equipment or that Lessee, its Lessee, or the end user cannot adequately protect the Equipment, then Lessor may at its option, after three (3) days' notice in writing of such event, exercise without further notice one or more of the following remedies: (a) render unusable, and suspend use of, the Equipment and services, (b) terminate the applicable rental or this Agreement, or both, (c) take possession of the Equipment wherever it may be found without becoming liable for damages or for trespass, and/or (d) in addition to any other remedies Lessor may have, recover all amounts due together with any damages for loss or damage to the Equipment and all expenses incurred in returning and repossessing the Equipment. Lessee hereby waives any right to claim damages resulting from Lessor's exercise of any such remedy. Further, Lessee hereby waives any right to additional notice and opportunity to cure under this Section following Lessee's cure of any prior default.
17. **WARRANTY.** The Equipment rented hereunder has been selected by Lessee for its own purposes and Lessee expressly disclaims any reliance upon any statements or representations made by Lessor. LESSOR WARRANTS THAT THE EQUIPMENT SHALL PERFORM TO RATED OPERATION. LESSOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR

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FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY DISCLAIMS SAME. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM INACCURATE OR INCOMPLETE SPECIFICATIONS, DRAWING, OR OTHER INFORMATION PROVIDED BY OR ON BEHALF OF LESSEE. Lessor's liability under this Section is limited to repairing or replacing (at the discretion of Lessor) any Equipment not performing to rated operation.

18. **AUTHORITY OF AGENTS.** The execution hereof by an agent of Lessee shall conclusively establish the authority of such agent to contract herein, unless Lessor receives written notification to the contrary prior to the loading of the Equipment for transit.
19. **SPECIAL CONDITIONS:** Notwithstanding any provisions contained herein to the contrary:
 - a. If the Equipment goes down for maintenance or repairs while in Lessee's service, Lessee may notify Lessor and if Lessee elects to return the down Equipment, Lessor will make arrangements to send Lessee Equipment to replace it. Lessee will be charged for all applicable transportation costs.
 - b. (i) If the Equipment goes down for maintenance or repairs while in Lessee's service and Lessee elects not to return the down Equipment, Lessor will send a qualified technician to repair it. Lessee shall pay for travel time, mileage, labor, and parts for the services of each such technician.
 - c. If Lessor determines that the required maintenance or repairs is Lessor's responsibility, the labor and parts required for repair will be provided at no charge to Lessee.
 - d. If Lessor determines that any maintenance or repairs (including those resulting from improper maintenance or the failure to perform required maintenance, or for any reason other than Lessor's negligence) is Lessee's responsibility, then Lessee agrees to pay, within thirty (30) days from receipt of
 - e. Lessor's invoice, all applicable transportation costs, travel time, mileage, labor, and parts for the repair, even if service is performed by Lessor upon return of the Equipment.
 - f. Additionally, the parties hereto acknowledge that the Equipment is unique in design and manufacture, and as to Lessor, it is inherently valuable as rental equipment. Therefore, in the event of damage to the Equipment, regardless of whether ultimately deemed a total loss, Lessor and Lessee agree that
 - g. the loss to Lessor comprises, in addition to the Replacement Cost or cost of labor and parts to repair the Equipment, transportation costs, travel time, mileage, and other such incidental costs, the loss of use of such rental Equipment (rentals) until it can be fully repaired or replaced. In such event, Lessee
 - h. shall also be liable for, and agrees to pay within thirty (30) days from receipt of Lessor's invoice, the loss of use and rentals which such damaged Equipment could have produced, at Lessor's then current published rental rate, for such period of time which elapses from the loss until the Equipment can
 - i. be repaired or replaced.
20. **TAXES AND FEES.** During the rental period, Lessee shall be responsible for the payment when due of any and all license fees, registration fees, assessments, duties, and taxes which may now or hereafter be imposed upon the possession, lease, or use of the Equipment, excluding those amounts based on Lessor's net income or exempted by law. Lessee shall promptly notify Lessor of the receipt of any tax notices, tax reports, or inquiries or notices from taxing or other authorities concerning taxes, fees, or assessments with respect to the Equipment.
21. **OWNERSHIP OF EQUIPMENT; ENCUMBRANCES.** The Equipment is, and shall at all times remain, the sole property of Lessor. Lessee shall have no right, title, or interest therein or thereto except the right to possess and use the Equipment pursuant to this Agreement. Lessee shall not remove or deface or allow to be removed or defaced any plate or marking on the Equipment identifying Lessor as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall at all times remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. Lessee shall keep the Equipment free and clear of any and all levies, liens, security interests, and encumbrances of any kind, and shall give Lessor prompt notice of any attachment or judicial process affecting the Equipment.
22. **LIMITED LIABILITY.** IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT IN NO WAY LIMITED TO LOSS OF USE, LOSS OF REVENUES, PROFITS OR ANTICIPATED PROFITS, LOST LABOR TIME, LOST OR SPOILED PRODUCT, DELAY, LIQUIDATED OR PUNITIVE DAMAGES.
23. **SCOPE OF DAMAGES.** LESSOR'S LIABILITY AND INDEMNITY OBLIGATIONS, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL RENTALS RECEIVED FROM LESSEE BY LESSOR FOR THE EQUIPMENT WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.
24. **COMPLIANCE WITH LAWS.** Lessee shall comply with all environmental and other laws, rules, and regulations with regard to the operation of the Equipment including any local, state, or Federal Air Quality Legislation.
25. **PERMITS.** Lessee shall obtain and maintain all permits and licenses necessary for performance of the work required to be taken in the name of Lessee. Lessor shall obtain and maintain all permits and licenses necessary for performance of the

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work required to be taken in the name of Lessor. Each party shall assist the other to the extent necessary with the obtaining and maintaining of all such permits and licenses.

26. **CHANGES, MODIFICATIONS, ETC.** Changes, modifications, additions, or amendments to this Agreement shall be binding on a party hereto only if such are in writing and signed by a duly authorized representative of such party.
27. **NOTICES.** Except as otherwise set forth herein, notice shall be provided and deemed made by the following methods only: (i) by U.S. certified or registered mail, return receipt requested, postage prepaid, on the date the return receipt is signed or, if not signed and/or accepted, on the date the return receipt establishes the first attempt at delivery was made, (ii) by 24-hour nationally reputable private courier delivery service (i.e., Federal Express, UPS, DHL), 24 hours after it is delivered to the private courier, (iii) by hand delivery, upon delivery and acknowledgement of receipt by the party to whom it is delivered, (iv) by facsimile, upon documented receipt of successful transmission, or (v) by email, with proof of delivery receipt at the following addresses:

If to Lessor:

ThermFlo, Inc.
875 Busch Parkway
Buffalo Grove, IL 60089

Attn: Rental Department

Fax: (847) 541-0272

Email: rental@thermflo.com

If to Lessee:

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Attn:	<input type="text"/>
Fax:	<input type="text"/>
Email:	<input type="text"/>

28. **FORCE MAJEURE.** If the performance by either party of any of its obligations other than payment shall in any way be prevented, interrupted, or hindered as a consequence of an act of God, war, civil disturbance, riot, strike, lockout, flooding, fire, earthquake, road closure, traffic accident, other natural calamities, legislation or restriction of any government or other authority, force majeure event, or any other circumstances beyond its reasonable control, then that party's obligations shall be wholly or partially suspended during the continuance and to the extent of such prevention or interruption or hindrance.
29. **APPLICABILITY OF TERMS & CONDITIONS.** The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions subsequently provided by either party, whether in a purchase order, work release, proposal, or otherwise. Any amendment of this Agreement shall be of no force and effect unless and until it is in writing, identifies the specific provision(s) hereof to be amended, and is signed by an authorized representative of each party.
30. **CONFIDENTIALITY.** Unless required by law, Lessee shall keep all competitive bidding information submitted by Lessor confidential, regardless of whether said information is marked "Confidential." Lessor's bid materials, this Agreement, and any information or derivative works resulting therefrom are confidential and proprietary to Lessor. As such, Lessee acknowledges the confidential and proprietary nature thereof and shall maintain its confidentiality, only use the confidential information for the purpose hereof, provide such confidential information only to those employees and representatives with the need to know and require all such individuals to be bound by the terms contained herein. These restrictions on use and disclosure shall not apply to any information (i) independently developed by Lessee, as evidenced by documentation in its possession, or which is lawfully received free of restriction from another source having the right to so furnish such information; (ii) after it has become generally available to the public without breach of this Agreement by Lessee; or (iii) ordered or required to be released pursuant to applicable law, regulation, or a verifiable court order, provided that each party has been given notice of and, to the extent possible, an opportunity to contest such order. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, designs, works of authorship, or other know how developed or created by Lessor prior to or during the course of performing work for Lessee, or developed jointly with Lessee, shall belong exclusively to Lessor. Lessor shall have the exclusive right to, and shall bear all of the costs of, acquiring intellectual property rights, such as patents and copyrights, for any inventions or developments associated with this Agreement and the work or derivative work developed as a result hereof.
31. **MISCELLANEOUS.**
- Claims for Liens. Lessor shall be solely liable for and shall hold Lessee harmless from any and all claims or liens for labor, services, or material furnished to Lessor in connection with the performance of its obligations under this Agreement.
 - Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement.

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c. Waivers. The failure of either party to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions or of the right of each party to enforce each and every provision.

32. **ENTIRE AGREEMENT; GOVERNING LAW; VENUE.** This Agreement constitutes the entire agreement between Lessor and Lessee, and supersedes any representations, warranties, or agreements (written or oral) heretofore made or entered into between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute one agreement. Delivery of an executed counterpart of this Agreement or any other document issued hereunder by electronic mail in portable document format (.pdf) has the same effect as delivery of an executed original of this Agreement or such other document. This Agreement shall be governed by the laws of the requisite country and state (or judicial district) where this Agreement is to be performed, as set forth below, and the parties hereto further submit to the jurisdiction of the federal and state (or judicial district) courts of such country as follows:

33.

Location Contract is to Be Performed Law and Jurisdiction

United States

Cook County, Illinois– USA

Lessor and Lessee hereby irrevocably consent to the jurisdiction of the federal and state (or judicial district) courts listed above, and shall be bound by any judgments rendered thereby after all appeals taken.