

GENERATOR RENTAL INVOICE RECONCILIATION

Following the Minimum Rental term (if applicable), the invoice calculation will be based on the details outlined in this section.

SHIFT DETAILS:

- The items noted with shift rates reflect the following operational shift criteria:
 - Standby allows for up to 1 hour/week and 4 hours/month.
 - Single shift allows for up to 8 hours/day, 40 hours/week and 160 hours/month and is the standby rate(s) divided by .75.
 - Double shift allows for up to 16 hours/day, 80 hours/week, 320 hours/month and is the standby rate(s) divided by .50.
 - Triple shift allows for unlimited operation and is the standby rate(s) divided by .375.
- If actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation:
 - Day 1 - 7 - The daily rate applies and is 1/7 of the weekly rate.
 - Day 8 - 14 - The weekly rate applies and is 1/3 of the monthly rate.
 - Day 15 - 28 - The monthly rate applies.

INITIAL INVOICE – One-Time charges as quoted and initial recurring charge will be invoiced at time of equipment shipment to customer site.

EQUIPMENT GROUNDING - In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges ThermFlo is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, ThermFlo does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify ThermFlo from any liability related thereto, regardless of the party that performs this service.

COLD WEATHER PROVISION - Cold Weather Provision (Low Temperatures between 40° F and - 40° C) Any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, ThermFlo can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require ThermFlo Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. ThermFlo offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an ThermFlo sales and/or technical representative for more information.

FREIGHT - Charges to deliver and pick up equipment to your site will apply if arranged by ThermFlo. Delivery/Pickup standby time may be charged in the event of customer-caused delays. If repositioning of equipment is required, additional freight charges will apply.

FUEL - All diesel-powered equipment will be returned with the same amount of fuel as delivered or will be subject to refueling charges. ThermFlo's fleet of diesel engines operates on #2 diesel fuel only. Delivery charges for standard on-site fueling may apply. Fuel rates may be adjusted during the rental based on fluctuations in market pricing.

LABOR - Customer induced service calls, drive time to and from sites and any chargeable labor will be charged at quoted rates. If an overnight stay is required, lodging and per diem expense will be charged. Minimum fee of four (4) hours at applicable labor rate will be charged for each call-out.

EQUIPMENT MAINTENANCE AND SERVICE –

- It is the customer's responsibility to maintain and service equipment during the project term, although, equipment servicing can be performed by ThermFlo at an additional charge.
- All of ThermFlo 's diesel generators must be serviced every 250 hours.
- All of ThermFlo 's diesel compressors must be serviced every 250 Hours.
- If the customer elects to service the equipment, proof of service must be provided to ThermFlo upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

FILTERS - Filters may be required for service and/or maintenance during the duration of the rental.

Service by Operating Hour (SBOH) - Service by Operating Hour allowances are defined in the Variable Charges section. Anything in excess of the allowances will be billed at the Labor and Mileage rates in the Variable Charges section.

ENVIRONMENTAL FEE - Environmental fees apply relative to emission components, testing, lubricant disposal, anti-freeze, and other environmental waste products.

PERMITS – Permit fees apply and are not included in the quoted price.

CLEANING FEES

- Cleaning fees relative to heat exchanger rentals, if applicable, will be charged upon completion of the project.
- Cleaning fees relative to cooling tower rentals, if applicable, will be charged upon completion of the project.

DRYER PROVISION - If an ThermFlo dryer is used in an oil flooded compressor application, Customer will monitor the equipment and maintain and/or replace filters as necessary to prevent oil from contaminating the desiccant. If the desiccant is contaminated, as determined by ThermFlo in its sole reasonable discretion during post rental service, Customer will be liable for the repair or replacement of the dryer and charged accordingly.

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AFTER HOURS FEE - To cover the additional cost of labor and third-party expenses incurred for equipment preparation and mobilization, an After Hours fee applies to orders executed outside of normal business hours (Monday – Friday 8am – 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

REMOTE MONITORING - This service is provided on designated equipment models. If applicable, ThermFlo personnel will remotely monitor warning and emergency alarms to minimize downtime, increase reliability and proactively troubleshoot issues in a timely and cost-effective manner. Corrective action may include the dispatch of service personnel and/or technical phone support directly to onsite customer contacts. The associated fees will be listed above as "Remote Monitoring Fee" (per unit) or "Remote Monitoring Package" (per site). These rates are based on the availability of cellular service at the jobsite. If cellular connectivity is unavailable, other technology may be available at a rate to be agreed upon in writing by the parties. Response time varies by geography.

STATE SPECIFIC FEES - REQUIREMENTS

- o Texas TERP fees for selected equipment charges will be applied to all invoices where applicable.
- o Wyoming MM fees for selected equipment charges will be applied to all invoices.
- o Colorado SMM fees for selected equipment charges will be applied to all invoices.

IMPORTANT CUSTOMER INFORMATION

- o This proprietary document has been created for «cusname», «quoteudf_requestedbyname», it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.
- o All proposals are valid for 30 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period.

INVOICE INTERVAL - All monthly pricing based on a 28 day billing cycle.

PAYMENT TERMS - Payments shall be made Net 30 from date of invoice. However, ThermFlo reserves the right to change payment terms based on changes in financial condition or customer's non-compliance with the stated net payment terms during the rental.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES

- o Customer shall be responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to ThermFlo for any fines paid on Customer's behalf and regardless of the party to which the citation is issued.
- o Pre-Delivery Cancellation Fees: If Customer cancels this rental after ThermFlo and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying ThermFlo the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an Emergency Opening Fee.
- o State and local taxes apply. TAX is NOT included on any ThermFlo proposal. A tax exemption certificate is required for those applicable.
- o Any and all required union labor
- o Full replacement insurance on equipment (Certificate must be provided prior to delivery – unless addressed within agreed terms between ThermFlo and customer)
- o All lifting/off-loading of equipment (if applicable)

BOILER RE-RENTAL - If boiler re-rental included, the rental shall be subject to all terms and conditions contained and referenced in this proposal including the Supplemental Terms and Conditions attached hereto.

- o Customer assumes all responsibility and liability for any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of ThermFlo's equipment and accessories, including any supervision, restoration and any resulting injuries.
- o All services provided by ThermFlo are subject to "ThermFlo Rental Agreement Terms & Conditions", unless addressed within agreed terms between ThermFlo and customer.
- o This document is provided online at: <http://www.thermflo.com/forms> and is incorporated herein by reference. Alternatively, a copy will be provided upon request. Customer accepts and acknowledges receipt thereof by these methods. ThermFlo will accept no alternative terms and conditions.

TO PLACE AN ORDER

1. Complete, sign, and return the proposal acceptance page.
2. If referencing a purchase order, please provide hard copy.
3. If tax exempt, please provide a copy of your tax exemption certificate. Once received, it will remain on file for four years for future business. You will be charged applicable tax if the certificate is not received prior to order acceptance.
4. Provide a valid certificate of insurance naming ThermFlo as additional insured, which can be obtained from your insurance provider.

TO TERMINATE RENTAL

1. Email rental@thermflo.com. ThermFlo requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be acknowledged the following day.
2. Provide the Quote Number or Purchase Order Number. Additionally, please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fueling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your ThermFlo Representative. A rental will not be deemed terminated without proof of termination, as set forth above.