

TERMS AND CONDITIONS

SERVICES RENDERED. The undersigned American Hose & Hydraulic Co., Inc. ("American Hose") agrees to provide quality hydraulic maintenance, repair, and manufacturing services as detailed herein and customer ("Customer") agrees to make payments as provided for herein and abide by the terms and conditions of this Agreement.

BINDING EFFECT. This Agreement is a legally binding contract on the part of both American Hose and Customer in accordance with the terms and conditions set forth herein.

TERMS. This agreement is for a term of one year with automatic renewal from effective date and may only be terminated upon written notice by American Hose or Customer thirty (30) days prior to termination of this Agreement.

TERMS OF PAYMENT. Customer shall pay American Hose on the terms indicated in this contract for the services and/or equipment furnished by American Hose in accordance with the charges and rates provided herein. Payment shall be made by Customer to American Hose within thirty (30) days from date of invoice unless the terms indicate otherwise. Interest shall accrue at one and a half percent (1.5%) monthly on all open balances not paid within thirty (30) days. In the event of nonpayment, Customer will be responsible for American Hose's costs incurred during collection, including but not limited to Attorneys' Fees. American Hose reserves the right to convert terms to C.O.D. and cease services to Customer if payment not received.

CHANGES AND COST INCREASES. Because operation costs ("Cost Increases") are a significant portion of cost of services provided hereunder, American Hose may increase prices due to additional material costs, tariffs, and other surcharges from vendors at any time and without notice. Subject to American Hose filed tariff, American Hose may change the rate charged, the type, size and frequency of service without affecting the remaining provisions of this Agreement, including but not limited to the term. Customer agrees to pay the approved "Cost Increases" for the remaining term as provided herein.

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Customer agrees to defend, indemnify and hold harmless American Hose, and any other party whom American Hose has agreed to defend, indemnify and hold harmless, as well as each of their officers, directors, partners, agents, servants, employees, successors and assigns ("indemnitees") from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorneys' fees, incurred by reason of any liability for damage because of bodily injury, including death resulting from such injuries, or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of the Customer or otherwise, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The Customer agrees that the obligation to defend, indemnify and hold harmless, as described above, specifically includes the obligation to defend, indemnify and hold harmless the indemnitees for the indemnitees' own negligence or fault, excepting from the foregoing the sole negligence or fault of any indemnitee if prohibited by law.

The Customer agrees that the obligation to defend commences when a claim is made against an indemnitee, even if the Customer disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the indemnitee, and the Customer agrees to pay for the defense of the indemnitee upon demand.

The obligation to defend, indemnify and hold harmless, as described above, survives completion or acceptance of the work. This indemnification clause supersedes any other indemnification clause in the contract documents, including those that are incorporated by reference, that conflict with it in any way. The Customer also agrees to contractually bind its subcontractors (if any) to defend, indemnify and hold harmless the indemnitees to the same extent as the Customer is obligated.

DAMAGE TO EQUIPMENT. Customer acknowledges that American Hose shall not be liable for any damage to Customer property resulting from truck and hydraulic equipment servicing an agreed upon area unless attributable to the sole negligence of American Hose.

EXCUSED PERFORMANCE. American Hose shall not be liable for its failure to perform hereunder by reason of occurrence of events and/or contingencies beyond its control including but not limited to, weather, strikes, riots, fires and acts of God.

DAMAGES IN EVENT OF BREACH. The parties hereto agree that in the event of a breach or termination, American Hose shall receive as liquidated damages, and not as a penalty, an amount equal to the total of 20% of the aggregate monthly service charge then in effect for the balance of the term of this agreement, together with all costs including reasonable attorney's fees incurred by American Hose in enforcing its rights hereunder.

IMMEDIATE TERMINATION PROVISION. The parties hereto agree that if unforeseen circumstances arise, American Hose may immediately and without notice terminate this Agreement.

DISCLAIMER. A minimum of One Hundred Dollars (\$100.00) shall be charged on all estimates for disassembly and inspection. American Hose is not responsible for items left after ninety (90) days, shall not accept refunds after thirty (30) days, and will apply a twenty percent (20%) restocking fee to all returns.

GOVERNING LAW. This Agreement is subject to New Jersey law and both parties agree that any dispute concerning this Agreement shall be brought in the state or federal courts of New Jersey. Both parties agree to be subject to jurisdiction before the state or federal courts of New Jersey.

CALIFORNIA PROPOSITION 65 WARNING. Product(s) may contain chemicals known to the State of California to cause cancer, and birth defects or other reproductive harm.

MISCELLANEOUS. If any conflict exists in this Agreement, terms which are printed and those which are typed or written, the typed or written language shall govern. This agreement shall be binding on the other parties and their successors and assigns. This contract may be assigned at any time by American Hose without consent of the Customer. The Representations, warranties and indemnifications contained herein shall survive the termination or assignment of this Agreement.