



Rental Terms & Conditions

1. Applicability. These terms and conditions (the "Agreement") are the only terms which govern the rental of equipment and associated parts by Meever USA, Inc. ("Meever") to any individual or entity placing an order for one or more items of Equipment (the "Lessee"). Equipment and associated parts consist of sheet piles, pipes, beams and other materials referred to in the Rental Quotation (hereafter collectively, the "Equipment")

2. Lease of Equipment. Meever agrees to lease to Lessee, and Lessee agrees to lease from Meever, the Equipment described more fully in the Rental Quotation, incorporated into this Agreement by reference. The parties intend that this Agreement constitutes a true lease under the Uniform Commercial Code in effect in the State of New York, as may be amended from time to time (the "UCC") and is not a sale of the Equipment subject to a security interest under Article 9 of the UCC to secure the purchase price of the Equipment. Lessee acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement.

3. Precautionary UCC-1 Financing Statement. Lessee authorizes Meever to file precautionary UCC financing statements and other similar filings and recordings. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by Meever in connection with any Equipment except with Meever's consent.

4. Lease Period. The lease period commences on the date of shipment of the Equipment. The lease period renews on a month to month basis and will terminate on the last day of the month in the month in which the Equipment is returned. Credit will not be given for any partial month lease periods.

5. "AS IS" Condition. The Equipment is in "as is" condition and must be inspected immediately by Lessee upon acceptance of delivery. Lessee must notify Meever of any non-conforming or defective Equipment within ten (10) days of the date of delivery and Lessee's sole remedy shall be the replacement of any such non-conforming or defective Equipment.

6. Payment Terms. Lessee agrees to the price and payment terms set forth in the Rental Quotation. Payment will be due in full within thirty (30) days of the invoice date unless otherwise agreed upon in the Rental Quotation. Any payment not made by such date will incur interest at a rate of 1.5% per month, compounded monthly, until paid in full. Lessee will also reimburse Meever's costs in collecting any late payments, including reasonable attorneys' fees and court costs. In addition to all other remedies available under Section 21 or at law, if Lessee fails to pay any amounts when due under this Agreement, Meever may terminate any Rental Quotation without penalty.



7. Taxes. Lessee shall pay, and indemnify and hold Meever harmless from, all warehousing, labor handling, service charges, assessments, license fees, and sales, use, property, excise, and other taxes and charges (other than federal income taxes of Meever) imposed on or with respect to (a) the Equipment or any associated part arising out of or in connection with the shipment, possession, ownership, use, or operation of any Equipment, or (b) this Agreement or the consummation of the transactions contemplated in this Agreement.

8. DISCLAIMER. NEITHER MEEVER NOR ANY PERSON ON MEEVER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (iv) PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MEEVER OR ANY OTHER PERSON ON MEEVER'S BEHALF.

9. Permits. All permits, licenses, approvals, authorizations, or other similar rights (the "Permits") required for Lessee to conduct its business as currently conducted and to lease and use the Equipment have been obtained by Lessee and are valid and in full force and effect. All fees and charges with respect to such Permits have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of any Permit.

10. Liens and Subleases. Lessee shall keep the Equipment free and clear of all Liens. Lessee shall not enter into any sublease of any Equipment ("Sublease"), except as approved in writing by Meever, which approval may be withheld in Meever's sole discretion.

11. Preparation of Location. On or prior to accepting shipment of the Equipment, Lessee shall, at its expense, prepare a suitable site (the "Location") specified in the Rental Quotation for the installation of such Equipment. Lessee shall grant access to the Location to allow Meever, the Equipment manufacturer, and/or its designated representative to install each Equipment if required. Lessee shall bear all installation charges, including third-party installation charges. Lessee may not move any Equipment from its Location without Meever's prior written consent.

12. Labels. On or prior accepting shipment of the Equipment, Lessee shall, at its expense, affix and maintain in a prominent position on the Equipment any plates, tags, or identifying labels provided by Meever to indicate Meever's or the manufacturer's ownership of the Equipment.



13. Personal Property. Lessee shall not affix or attach any Equipment to real property or any improvements. The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law, even if the Equipment, or any associated part, may be or becomes affixed or attached to real property or any improvements. Upon Meever's written request, Lessee shall obtain and provide to Meever, from each real property landlord, mortgagee, or lienholder for each Location, a waiver of any interest that it may have in the Equipment arising from its interest in the real property.

14. Operation. Lessee shall operate the Equipment exclusively in connection with its business and for its intended purposes.

15. Inspection. Lessee shall permit Meever (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours.

16. Maintenance. Lessee, at its own expense, shall maintain, service, repair, and keep each Equipment: (a) in the same condition as when delivered to the Location, ordinary wear and tear excepted; (b) in compliance with the manufacturer's maintenance requirements; and (c) in compliance with law.

17. Risk of Loss. While Equipment is leased under this Agreement, Lessee shall bear all risk of loss, damage, destruction, theft, and condemnation to or of such Equipment from any cause whatsoever ("Loss"). Lessee shall notify Meever in writing within five (5) days of any such Loss.

18. Material Impairment. If Meever determines in its discretion that the Loss has materially impaired the Equipment, Lessee shall pay, on Meever's demand, the following amounts: all Rent and other amounts due prior to the date of the Loss with respect to such Equipment; plus the value of the Equipment as determined by Meever immediately preceding the Loss. This Agreement terminates with respect to any materially impaired Equipment on receipt by Meever of the corresponding Loss payment. Upon such termination, Lessee shall return such Equipment according to Meever's instructions.

19. Insurance. Lessee, at its own expense, shall provide and maintain for the Equipment insurance against loss, theft, and damage in an amount equal to the full replacement value of such Equipment. Lessee shall name Meever (or shall cause Meever to be named) as loss payee on such insurance.

20. Default. Each of the following events is an "Event of Default" under this Agreement: (a) if Lessee fails to pay when due any installment of rent or any other amount under this Agreement; (b) if Lessee defaults in the observance or performance of any other term, covenant, or condition of this Agreement, on Lessee's part to be observed or performed and Lessee fails to remedy such default within ten (10) days after notice by Meever to Lessee of such default; or (c) if Lessee commences or institutes any case, proceeding, or other action seeking



relief on its behalf as debtor, or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, or relief of debtors.

21. **Remedies.** If an Event of Default occurs, Meever may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Agreement in default; (b) terminate in whole or in part this Agreement; (c) take possession of, or render unusable, any Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Lessee for any damages occasioned by such action; (d) require Lessee to deliver any Equipment at a location designated by Meever; for each day that Lessee fails to return any Equipment, Meever may demand an amount equal to the rent, prorated on the basis of a thirty-day month, in effect immediately prior to such Default; or (e) exercise any other right or remedy available to Meever at law or in equity.

22. **Indemnification.** Except in the case of Meever's gross negligence or intentional misconduct, Lessee will indemnify, defend and hold harmless Meever and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by the Indemnified Parties (collectively, "Losses"), arising out of or resulting from any third-party claim or any direct claim against the Indemnifying Parties alleging: (i) breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Lessee; (ii) any negligent or more culpable act or omission of Lessee (including any recklessness or willful misconduct) in connection with the performance of this Agreement; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent acts or omissions of Lessee; (iv) any failure by Lessee to materially comply with any applicable laws; or (v) use of the Equipment in any manner not otherwise authorized under this Agreement or that does not materially conform with any usage specifications provided by Meever or the manufacturer of the Equipment, respectively.

23. **Limitation of Liability.** IN NO EVENT SHALL MEEVER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LESSEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



24. Maximum Liability for Damages. IN NO EVENT SHALL MEEVER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO MEEVER PURSUANT TO THIS AGREEMENT.

25. Assumption of Risk. LESSEE ASSUMES ALL RISK AND LIABILITY FOR THE USE OF ANY EQUIPMENT IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY MEEVER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE EQUIPMENT.

26. Return of Equipment.

(a) *Reconditioning.* Prior to return of the Equipment, Lessee shall:

- (i) ensure that all battered ends are trimmed off square with a standard handling hole 6" from each end; notching over 12" is not permitted;
- (ii) clean each separate, straight piece so that both sides are free from mud, concrete, or any other debris;
- (iii) decontaminate all material;
- (iv) remove any material welded to sheeting and any welded pieces not removed shall result in an additional charge to Lessee;
- (v) ensure that each piece of piling is straight with redrivable interlocks; bent, twisted, or spliced sheets are not acceptable;
- (vi) patch all cut out windows from tie backs;
- (vii) ensure interlocks remain continuous throughout, without cutouts, for acceptance back into inventory; windows should not interfere with interlock plane;
- (viii) furnish material as singles or doubles and material shipped in doubles should be returned as doubles;
- (ix) separate all corners from wall sheets. The following is not acceptable:
 - (I) any material returned in triples, quadruples, double corners, or corners attached to sheeting;
 - (II) sheets or corners that cannot be separated;
 - (III) staggered lengths of paired sheets; uneven pairs will be trimmed to match the reusable length of the shorter pile after reconditioning.

All of the foregoing are subject to Meever's final inspection and acceptance and interlock integrity is in the sole discretion of Meever.



(b) **Charges.** Lessee agrees to pay reconditioning or liquidation charges at Meever's contracted rates for any Equipment returned to Meever that does not meet the specifications in subsection (a) above. Meever will provide a summary of charges and Lessee shall have five (5) days from receipt to review the charges and notify Meever of any objections. If Lessee does not notify Meever of any objections within such time period, Lessee shall pay the full amount within thirty (30) days of receipt.

27. **Connectors.** Connectors must be removed and returned separately after rental. Although corner connectors are easy to use, they need to be handled carefully. Connectors can be installed with the Equipment or even manually, then tack welded near the top to its installation sheet. Lessee may leave the top of the connector extending about 6" above the connected sheet. When extracting corners or connectors, Lessee is recommended to pull the connector and sheet pile separately, and if needed weld a plate to connector to clamp on. OPERATORS SHOULD NOTE TO PULL STRAIGHT UP WHEN EXTRACTING CORNERS TO AVOID KINKING THE CONNECTOR.

28. **Notices.** Any notice in connection with this Agreement must be in writing and must be addressed to the parties at the addresses set forth in the Rental Quotation. Notices shall be deemed effective upon receipt.

29. **Assignment.** This Agreement may not be assigned by Lessee without the prior written consent of Meever, which may be withheld in Meever's sole discretion.

30. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal action arising from this Agreement shall be brought only in a court of competent jurisdiction within New York County, New York.

31. **Severability.** If one or more provision in this Agreement is found to be in violation of any law, or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect.

32. **Waiver.** No waiver by Meever of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Meever. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof.

33. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.



34. Force Majeure. Neither party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, or explosion.

35. Third-Party Beneficiaries. The parties acknowledge and agree that the Equipment may be owned by a third party (an "Owner") or pledged by Meever to a third party to secure certain of Meever's financial obligations (a "Lessor") and any such Owner or Lessor is designated as a third party beneficiary to this Agreement, and is entitled to its rights and benefits and may enforce its provisions as if such Owner or Lessor was a party to this Agreement.

36. Entire Agreement. This Agreement, together with the Rental Quotation, any and all other attachments and exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. If any inconsistency between the terms of this Agreement, the Rental Quotation, any other attachments and exhibits, then this Agreement shall control.

37. Relationship of Parties. Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Lessee is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

BY SUBMITTING ITS ORDER FOR THE RENTAL OF EQUIPMENT, LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS FULLY READ, UNDERSTANDS, AND ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

BY: _____
NAME: _____
TITLE: _____