

1. **Scope.** Customer has agreed to rent or purchase the products (the "Products") and/or equipment (the "Equipment") from KWRR and/or has requested that KWRR perform the safety services (the "Services") set forth in the proposal, invoice or other document attached hereto. These terms and conditions (the "Agreement") shall apply to all Products, Equipment and Services provided by KWRR, and any purchase, service or work order issued by Customer shall be for informational purposes only, to describe the particular Products, Equipment or Services, and shall not modify or change any provision of this Agreement. KWRR will provide Equipment, Products and Services on an as-needed basis at the request of Customer. Any rates set forth on the attached document are subject to adjustment annually.
2. **Ownership and Use of Rental Equipment.** With respect to Equipment rented under this agreement, title to the Equipment shall at all times be and remain with KWRR, which shall remain the sole and exclusive owner of the Equipment. Buyer shall have no right, title, or interest in the Equipment except as expressly set forth herein. Buyer shall not affix the Equipment to any premises such that any Equipment becomes a fixture.
3. **Rental Period.** Equipment is rented on a daily basis with a 5 day minimum term. The rental period includes all calendar days and shall commence on the date the Buyer receives the Equipment and shall continue upon the terms of this Agreement until the date the Equipment is returned to KWRR by carrier or at the agreed upon location.
4. **Rent.** Buyer shall pay KWRR for the use of the Equipment at the rates set forth on the Agreement, proposal or invoice attached hereto, including applicable sales tax. The Buyer will be billed by KWRR on a monthly basis commencing 28 days after the Buyer receives the Equipment or when the Equipment is returned, whichever comes first. Rental rates hereunder shall not be subject to reduction on account of non-working. KWRR shall not be liable for rental reductions or rebates if the Equipment is not in operating condition or is not available for user during the term of this Agreement due to matters beyond KWRR's control.
5. **Payment.** All Payments for credit approved customers shall be made within thirty (30) days of receipt of invoice.
6. **Late Charge.** If any payment hereunder is not paid when due, Customer agrees to pay in addition to the amount of the overdue payment a late charge of one and one half percent (1.5%) of the amount of the overdue payment per month. In addition, KWRR shall have the right to terminate this Agreement and take immediate possession of any Equipment rented hereunder. In any action to collect amounts due under this Agreement, KWRR shall be entitled to recover its costs and reasonable attorney's fees.
7. **Recalibrations/Maintenance Fees.** In addition to rent, in some cases the Customer shall pay a one-time recalibration /maintenance fee. Customer will provide any necessary storage or protective covering. If KWRR determines that the Equipment maintenance is in excess of that required as a result of normal wear and tear, KWRR may charge the Customer for these additional costs.
8. **Security Deposit.** Prior to the rental of Equipment, KWRR may require that a security deposit for all Equipment, as security for performance of all Customer's obligations hereunder. Upon termination of this Agreement and proper return of the Equipment, the security deposit shall be returned to Customer after deducting any amounts due KWRR from the Customer. Amounts deducted from the deposit may be charged for cleaning, maintenance, or replacement. A security deposit does not remove the Customer's responsibility for the timely payment of rent and is not given in lieu of rental payments, but in addition to rental payments.
9. **Taxes and Indemnification.** Customer agrees to pay and discharge when due any and all taxes and governmental charges of any kind or character, federal, state, county, or municipal, which may be levied and/or assessed at any time by reason of the Products, rental of the Equipment, or the Services and interest and penalties, if any, on such taxes or charges, and Customer will at all times fully protect and save KWRR and its successors and assigns harmless from and against any such taxes, governmental charges and interest and penalties thereon and not allow any liens to be assessed against the Equipment.
10. **Delivery.** Rental Equipment is provided FOB shipping. Unless Customer notifies KWRR to the contrary within forty-eight (48) hours after obtaining possession of the Equipment, it shall be conclusively presumed that the Equipment was delivered to Customer in good operating condition. **Customer shall not make upgrades, install engineering changes, or perform non-routine maintenance, adjustments, or repairs** without the express written consent of KWRR. KWRR or its agent may inspect the Equipment at any time.

11. **Rental Return and Maintenance.** At the end of the rental period, the Equipment shall be returned to KWRR at Customer's expense. Customer shall return the Equipment in good operating condition, normal wear and tear accepted, and Customer shall clean and decontaminate all Equipment in accordance with all established requirements and in compliance with all federal, state or local laws, rules, regulations, or safety codes, including but not limited to the Occupational Safety and Health Act (OSHA) and the Resource, Conservation and Recovery Act (RCRA). KWRR shall be the sole judge of the repairs and maintenance necessary to place the Equipment in good repair and operating condition, the cost of which Customer agrees to pay.
12. **Radio Programming/Password Protection.** Customer shall return the Equipment with a default codeplug or codeplug that does not contain a password. If the Equipment is returned to KWRR in a condition such that the Equipment is not programmable by KWRR (i.e. password protected, corrupted codeplug), KWRR may charge the Customer for service fees related to restoring the Equipment to the condition in which it is programmable.
13. **Failure to Return Equipment and Late Rental Returns.** If Equipment is not returned for any reason, Customer shall remit the listed purchase price of such item to KWRR within thirty (30) days of statement of loss, or the rental rates shall continue to accrue. If an item previously designated as "lost" is found and returned within sixty (60) days of the statement of loss, the Customer shall be credited with the amount paid for that item, less the daily rental rate for that item.
14. **Return of Products.** Customer may return the Equipment in the same condition it was received within thirty (30) days of purchase, subject to a twenty percent (20%) restocking fee, net cost of shipping. For custom, non-stock, or special order Products, this return policy does not apply.
15. **Default.** If Customer fails to use and operate the Equipment in a prudent, safe and proper manner to avoid abuse and abnormal wear and tear, or if Customer neglects or refuses to comply with the operating standards specified by KWRR, or refuses to pay KWRR for any damage to the Equipment caused by other than ordinary wear and tear resulting from proper use and operation, or if Customer fails to make a monthly payment when due, or if Customer becomes insolvent or makes an assignment for the benefit of creditors or files a Petition in Bankruptcy or if a receiver is appointed for the Customer's business, or if a Customer fails to comply with any of the other terms and conditions of this Agreement, or otherwise breaches this Agreement, such shall constitute a default hereunder and KWRR may thereupon exercise all rights and remedies as are accorded hereunder or otherwise provided by law. In the event of default, KWRR may do any or all of the following without notice or demand: (1) declare all rental payments hereunder to be immediately due and payable, (2) terminate this Agreement and the Customer's right to possess and use the Equipment, (3) enter the premises where the Equipment may be and repossess and remove the Equipment by any method or manner permitted by law, (4) sue for and recover from Customer all rentals due hereunder and all costs and expense incident to repossession and (5) pursue any other remedy permitted by law. Customer also agrees to pay upon request all collection and legal costs, including reasonable attorney's fees and court costs, incurred by KWRR to the extent permitted by law.
16. **Acceptance, Limitation of Liability, Disclaimer, Assignment of warranties.** Customer represents and agrees that the Products and Equipment are of a size, design, capacity and manufacture selected by Customer and Customer has unconditionally accepted the Product and Equipment.
17. **Warranty.** For all Products or Equipment sold under this Agreement, KWRR warrants that all such Products will (a) conform to Customer's written specifications, descriptions and/or samples, (b) unless otherwise specified by Customer, will be new, and (c) be free of any and all liens and other encumbrances. Further, KWRR assigns to Customer any and all manufacturers' product warranties and remedies thereunder applicable to such Products or Equipment. Equipment or Products found to be defective within one year of delivery will be replaced by KWRR provided it is returned to KWRR's regular place of business or such other place of business designated by KWRR during normal working hours. Services shall be performed diligently, efficiently, in a safe and workmanlike manner in accordance with Agreement and generally consistent with practices applicable to such Services in the area in which the Services are to be performed. Defective Services shall be re-performed. Other than as set forth herein, KWRR makes no warranties whatsoever in respect to the Services, Products or Equipment and Customer expressly waives any other warranty or representation, either express or implied, including without limitation, any warranty or representation as to the design, quality, or condition of the Products or Equipment or any warranty of merchantability or fitness for any particular purpose, and all other warranties, implied, and statutory, or as to any other matter relating to the Products or Equipment or any part thereof, are expressly disclaimed.

18. **Exclusive Remedy.** Customer's sole and exclusive remedy for breach of warranty, tortious conduct, breach of contract, or any other cause of action against KWRR or its officers, agents or employees, if any, shall be limited to the warranty set forth herein. Customer specifically understands and agrees that no other remedy (including but not limited to claims for incidental, special, consequential, or punitive damages for any cause whatsoever or injury to persons or property or any other consequential, economic, special or incidental loss) shall be available to Customer.
19. **Indemnification of Customer.** With respect to the purchase or rental of all products and equipment, Customer shall indemnify, hold harmless, and defend KWRR from any and all claims, actions, and damages, including reasonable attorney's fees, arising out of the products and/or equipment and their respective use, possession, operation, condition, maintenance, or return, including without limitation, any claims arising out of the alleged negligence or strict liability of KWRR or conditions caused or created in whole or in part by KWRR, which obligations shall survive termination of this agreement.
20. **Insurance.** Customer shall at all times maintain property damage insurance from the time the equipment is delivered to the Customer this is at the Customer's expense. The insurance needs to cover the equipment amounts and be with insurance companies satisfactory to the Company, Protecting Company as an additional insured and providing for 10 days written notice to Company before any policy shall be modified or cancelled. Customer shall deliver to Company, upon request, evidence of insurance coverage satisfactory to Company. Should Customer fail to procure the insurance specified above, Customer agrees to reimburse Company for any loss of or damage to the equipment caused by but not limited to theft, vandalism, misuse or loss of the equipment. Any deposit received by Company from the Customer may be applied to cover such loss. However, Customer liability is not limited to the amount of the deposit.
21. **Packaging.** KWRR endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Customer, no shipments are insured by KWRR against damage or loss in transit. KWRR will place insurance as nearly as possible in accordance with Customer's written instructions but in such case KWRR acts only as agent between insurance company and the Customer, and assumes no liability whatsoever.
22. **Drawings.** All drawings, diagrams, specifications and other material furnished by KWRR and identified as confidential relating to the use and service of articles furnished hereunder and the information therein are proprietary to KWRR. Such material has been developed at great expense and contains trade secrets of KWRR. Customer may not reproduce or distribute such materials except to Customer's employees who may use the articles as part of their duties. All such materials relating to the articles supplied directly by KWRR (except information as may be established to be in the public domain or disclosed pursuant to judicial government action) shall be received in confidence and Customer shall exercise reasonable care to hold such information in confidence.
23. **Force Majeure.** If either Party is unable to perform its obligations under this Agreement or any Service Order as a result of a Force Majeure Event and the affected Party notifies the other Party, the Service Order or a particular Service may be terminated by the affected Party giving notice to the other Party that the Force Majeure Event is of sufficient duration to substantially diminish the affected Party's ability to perform under this Contract. For purposes of this paragraph, a Force Majeure Event shall be defined to mean any event beyond the control of the affected Party which prevents the performance of that Party's obligations under this Agreement, including, without limitation, earthquakes, hurricanes, fires, and other physical natural disasters; Acts of War, terrorism, riot, civil war, blockade, insurrection or civil disturbances; or acts of a governmental entity, agency or other authority that prevents or makes unlawful performance under this Agreement.
24. **Entire Agreement.** The terms set forth herein constitute the entire Agreement between KWRR and Customer with respect to the Products, Equipment and the Services, and shall not be amended except in a writing signed by both Parties.
25. **Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of laws provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Texas, County of Williamson, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.