

CURTIS POWER SOLUTIONS RENTAL ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified on a previous page of this Contract and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. "Equipment" is the equipment and/or services identified on a previous page of this Contract, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment. "One Shift" means not more than 8 hours per day and 40 hours per week. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Rental Period" commences when the Equipment is picked up by the Customer or delivered to the Site Address, as the case may be, and continues until the Equipment is returned to the CURTIS POWER SOLUTIONS location identified on a previous page of this Contract (the "Store") or picked up by CURTIS POWER SOLUTIONS during normal business hours, provided Customer has otherwise complied with this Contract. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period. "CURTIS POWER SOLUTIONS" is CURTIS POWER SOLUTIONS, LLC, a Delaware limited liability company and its affiliated companies, their respective officers, directors, employees and agents.
2. TERMS. Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein (including on the front and back sides of any pages) are incorporated into this contract. Substantially similar terms shall be deemed to be included in any future predominantly oral contracts between CURTIS POWER SOLUTIONS and Customer upon Customer's receipt of CURTIS POWER SOLUTIONS' Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from CURTIS POWER SOLUTIONS pursuant to this Contract. Customer shall pay CURTIS POWER SOLUTIONS the rental rates (including any minimum rental indicated on a previous page hereof) and other charges described herein when due, return the Equipment to CURTIS POWER SOLUTIONS as required herein and otherwise comply with this Contract. Customer acknowledges and agrees that in instances when the Equipment will be transported to the Site Address by third party carriers, CURTIS POWER SOLUTIONS is not responsible for any delays or other variations in the initial delivery schedule estimated by any such carrier. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of CURTIS POWER SOLUTIONS and (b) shall not be affixed to any other property.
3. PERMITTED USE. Customer agrees that CURTIS POWER SOLUTIONS has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that

Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes CURTIS POWER SOLUTIONS to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify CURTIS POWER SOLUTIONS if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from CURTIS POWER SOLUTIONS all information needed or requested regarding the operation of the Equipment; (e) CURTIS POWER SOLUTIONS is not responsible for providing operator or other training unless Customer specifically requests in writing and CURTIS POWER SOLUTIONS agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall configure, hookup, deploy, use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without CURTIS POWER SOLUTIONS's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by CURTIS POWER SOLUTIONS or its agents, but CURTIS POWER SOLUTIONS has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If CURTIS POWER SOLUTIONS determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. CURTIS POWER SOLUTIONS has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants CURTIS POWER SOLUTIONS and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. CURTIS POWER SOLUTIONS shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for CURTIS POWER SOLUTIONS' breach of this Section. Notwithstanding CURTIS POWER SOLUTIONS' service commitment, CURTIS POWER SOLUTIONS shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.
6. **CUSTOMER LIABILITY.** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT

THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify CURTIS POWER SOLUTIONS, the police, if appropriate, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until CURTIS POWER SOLUTIONS or its agents investigate; (c) immediately submit copies of all police or other third-party reports to CURTIS POWER SOLUTIONS; and (d) as applicable, pay CURTIS POWER SOLUTIONS, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. CURTIS POWER SOLUTIONS shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. **DISCLAIMERS/NO WARRANTIES.** CURTIS POWER SOLUTIONS does not design or manufacture the Equipment and is not the agent of those that do. CURTIS POWER SOLUTIONS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST CURTIS POWER SOLUTIONS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES CURTIS POWER SOLUTIONS FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF CURTIS POWER SOLUTIONS' OBLIGATIONS HEREIN.
8. **RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS CURTIS POWER SOLUTIONS HARMLESS AND AT CURTIS POWER SOLUTIONS' REQUEST, SHALL DEFEND CURTIS POWER SOLUTIONS (WITH COUNSEL APPROVED BY CURTIS POWER SOLUTIONS), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF, ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.
9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage:
 - (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and

uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name CURTIS POWER SOLUTIONS and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for CURTIS POWER SOLUTIONS to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach of this Contract. Customer shall provide CURTIS POWER SOLUTIONS with certificates of insurance evidencing the coverages required above prior to any rental and any time upon CURTIS POWER SOLUTIONS' request. To the extent CURTIS POWER SOLUTIONS carries any insurance, CURTIS POWER SOLUTIONS' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by Law or otherwise.

10. RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on a previous page of this Contract (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to CURTIS POWER SOLUTIONS; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4-week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, in addition to all rental rates and other charges shown in this Contract: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee. The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. CURTIS POWER SOLUTIONS collects these fees as revenue and uses them at its discretion.
11. PAYMENT. Customer shall pay amounts due, without any offsets, in full at the time of rental, or if CURTIS POWER SOLUTIONS approves Customer's executed credit application (credit customers must pay, upon receipt of CURTIS POWER SOLUTIONS' invoice). Customer must notify CURTIS POWER SOLUTIONS in writing of any disputed amounts, including credit card charges, within 15 days after the date of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At CURTIS POWER SOLUTIONS' discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$50 for each check returned for lack of sufficient funds to compensate CURTIS POWER SOLUTIONS for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes CURTIS POWER SOLUTIONS to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and

extension of the Rental Period.

12. RETURN OF EQUIPMENT. CURTIS POWER SOLUTIONS may terminate this Contract at any time, for any reason. At the end of the Rental Period or upon termination, if earlier, the Equipment shall be returned to CURTIS POWER SOLUTIONS in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for additional rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein and shall be payable through the date that the Equipment has been placed in the required condition and returned to CURTIS POWER SOLUTIONS. If CURTIS POWER SOLUTIONS delivered the Equipment to Customer, Customer shall notify CURTIS POWER SOLUTIONS that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; however, Customer remains liable for any loss, theft, damage to or destruction of the Equipment until CURTIS POWER SOLUTIONS confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified in this Contract, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.
13. PURCHASES: If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, CURTIS POWER SOLUTIONS sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to CURTIS POWER SOLUTIONS of the full purchase price of the item. CURTIS POWER SOLUTIONS retains title to the item until Customer has paid in full.
DEFAULT. Customer shall be in default if CURTIS POWER SOLUTIONS deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon CURTIS POWER SOLUTIONS' demand; or
14. (f) is in default under any other contract with CURTIS POWER SOLUTIONS. If a Customer default occurs, CURTIS POWER SOLUTIONS shall have, in addition to all rights and remedies at law or in equity, the right to go on the Site Address to repossess the Equipment without judicial process or prior notice. Customer shall pay all of CURTIS POWER SOLUTIONS' costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. CURTIS POWER SOLUTIONS shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST CURTIS POWER SOLUTIONS ENTITIES FOR SUCH REPO SSESSION.
15. FUEL. Customer is to return Equipment unit with same amount of fuel as when Customer received it. If Customer returns Equipment with less fuel than when received,

Customer shall be responsible for reimbursing CURTIS POWER SOLUTIONS for its direct costs of refueling to the level Equipment was received by Customer. Additional charges may also apply, including a refueling fee equal to 20% of the costs of such fuel.

16. LIMITATION OF CURTIS POWER SOLUTIONS' LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT CURTIS POWER SOLUTIONS' LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM CURTIS POWER SOLUTIONS', OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT. IN NO EVENT SHALL CURTIS POWER SOLUTIONS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF CUSTOMER GOODWILL OR CUSTOMER REPUTATION, LOSS OF PRODUCTIVITY, SAVINGS, SALES, USE OF PRODUCT) WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, EQUIPMENT PERFORMANCE, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CURTIS POWER SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF CURTIS POWER SOLUTIONS ARISING OUT OF THIS CONTRACT.
17. JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND CURTIS POWER SOLUTIONS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.
18. COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain CURTIS POWER SOLUTIONS' consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.
19. GOVERNING LAW. The parties expressly and irrevocably agree: (a) this Contract and any and all matters of dispute between the parties to this Contract, including, without limitation, fraud, misrepresentation, negligence or any other related tort claims, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to any conflicts of law principles, regardless of the legal theory upon which such matter or dispute is asserted, and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections. Any dispute arising under or relating to this Contract shall be submitted to the United States District Court for the Eastern District of Virginia, Norfolk Division, or, if there is no federal jurisdiction, in the Circuit Court for the City of Norfolk, Virginia, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding. Each party hereby waives any claim that any legal proceeding (including any tort

claim) has been brought in an inconvenient forum or that the venue of that proceeding is improper. CURTIS POWER SOLUTIONS, at its sole discretion, may elect that any dispute be pursued in arbitration before a third party neutral administered by the American Arbitration Association ("AAA") under the AAA Arbitration Rules. Any such arbitration shall be held in Norfolk, Virginia. If CURTIS POWER SOLUTIONS elects arbitration, any award shall be final and enforceable in any court of competent jurisdiction. NO LITIGATION ARISING UNDER OR RELATING TO THIS CONTRACT MAY BE COMMENCED BY CUSTOMER, AND NO ARBITRATION MAY BE COMMENCED, MORE THAN ONE (1) YEAR AFTER THE END OF THE RENTAL PERIOD. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS. AS A CONDITION PRECEDENT TO CUSTOMER FILING SUIT OR PARTICIPATING IN ARBITRATION, CUSTOMER SHALL HAVE PAID ALL PREVIOUS INVOICES FOR ALL RENTAL PERIODS.

FORCE MAJEURE. CURTIS POWER SOLUTIONS shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond the reasonable control of CURTIS POWER SOLUTIONS, whether caused by acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, war, computer virus, epidemic, embargo, strikes, labor disputes, terrorism, sabotage, severe weather conditions, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of CURTIS POWER SOLUTIONS, its carriers or its suppliers. In the event of a delay or interruption in performance excusable under this section, the delivery schedules or time for performance by CURTIS POWER SOLUTIONS shall be extended by a period of time reasonably necessary to overcome the effect of the delay or interruption, taking into account, among other things, all existing schedules and priorities.

20. MISCELLANEOUS. This Contract, together with any quotation and/or Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder including, without limitation, the indemnity and arbitration provisions set forth above, shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including CURTIS POWER SOLUTIONS' lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by CURTIS POWER SOLUTIONS to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.