

Terms and Conditions

1. DEFINITIONS. In addition to any terms defined in the Service Agreement, the following terms, as used herein, are defined as follows:

- a. "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.
- b. "Contract" refers to these Terms and Conditions and the Service Agreement executed by Corrigan and the Customer, as well as any amendments made pursuant to paragraph 22 herein, and any other documents incorporated by the terms herein.
- c. "Corrigan" is Corrigan Propane LLC, its heirs, successors, assigns, members, employees, agents and/or independent contractors, transacting business under the assumed name of Corrigan Climate Solutions.
- d. "Customer" is identified on the agreement, sales order, work order, or invoice and includes any of its representatives, agents, officers, employees, or anyone signing on its behalf.
- e. "Equipment" is the equipment and/or services identified in the agreement, sales order, work order, or invoice together with all replacements, repairs, additions, attachments, and accessories and all future equipment rented.
- f. "Exhibit A" is the quotes that have been executed between Corrigan and the Customer, which have been attached to the Service Agreement as Exhibit A.
- g. "Incident" is any 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.
- h. "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the incident relating to the Equipment.
- i. "One Shift" means not more than 8 hours per day and 40 hours per week.
- j. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the Equipment rental industry for One Shift use.
- k. "Site Address" is the location that the customer represents the Equipment will be located during the rental period.

2. TERMS. Customer's rental of Equipment is expressly 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 are incorporated into this and all past and future contracts between Corrigan and Customer upon Customer's receipt of Corrigan's Equipment under those contracts. By taking possession of the Equipment, Customer agrees that any reference in Customer's order documents to other terms that shall control this transaction shall be void. Customer rents the Equipment from Corrigan pursuant to the terms of this Contract. Customer shall pay Corrigan the rental rates (including any minimum rental) and other charges described on Exhibit A attached to the Service Agreement when due, return the Equipment to Corrigan as required herein and otherwise comply with this Contract. The Equipment is and shall remain the personal property of Corrigan and shall not be affixed to any other property.

3. RENTAL PERIOD. The rental of any equipment shall commence with delivery of that equipment to Customer, and shall continue until such time that the rental is terminated, as follows: ("Rental Period").

- a. Customer shall call 888-RNT-HVAC (888.768.4822). Corrigan requires a minimum 24-hour notice for arranging the decommissioning of equipment and return freight. Off rent notifications received after 5pm will be acknowledged the following day.
- b. In such call, Customer shall provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number, as well as 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).
- c. Proof of termination will take the form of a confirmation email, which should be sent within 24hrs to acknowledge the request. If Customer does not receive this proof of termination, Customer shall contact its Corrigan Representative. The rental shall not be deemed terminated without proof of termination, as set forth herein.

4. PAYMENTS AND FEES. The Customer will pay for all goods and services rented or purchased from Corrigan according to the rates outlined in Exhibit A attached to the Service Agreement. Any deliveries or service calls which are not ordered during regular business hours or outside regular routing may be subject to additional charges. An additional charge of 1-1/2% per month (an annual rate of 18%) will be charged on all invoices which are over thirty days past due. Balances must be paid in full before any future deliveries will be made.

5. LICENSE, FEES AND TAXES. The Customer shall have the obligation to acquire and pay any license, permit, and inspection fees, or other taxes imposed upon or with respect to the installation, storage, or use of LP gas or equipment installation location. If Corrigan acquires and/or pays the same, at the request of Customer, the Customer will reimburse Corrigan upon receipt of Corrigan's invoice.

6. COLD WEATHER PROVISION - Cold Weather Provision (Low Temperatures between 40° F and - 40° C) - Any fuel provided by the customer must be temperature appropriate or be made temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, including, but not limited to, electric block heaters, trickle chargers, heat tracers and battery heaters. If the customer cannot provide power for the winterization components, Corrigan Climate Solutions (CCS) 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 CCS Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. CCS offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact your CCS sales and/or technical representative for more information.

7. EQUIPMENT GROUNDING. In all cases where 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 Corrigan is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Corrigan does not assume any liability for incorrect or ineffective grounding and Customer expressly releases and shall indemnify Corrigan from any liability related thereto, regardless of the party that performs this service.

8. RIGHT OF ENTRY. The Customer agrees to maintain the safe ingress, free from obstacles, from the closest public roadway to the site for installation of Corrigan's Equipment, and to that Equipment, once installed. Corrigan or its agents may enter upon the installation location at all reasonable times for the purpose of installing, inspecting, maintaining, repairing or replacing the Equipment, and in the event of termination of this Contract, for removing all Equipment without liability to the Customer for loss, damage, or inconvenience resulting from the disconnection, repossession, or removal of the Equipment. Customer further agrees that Corrigan may install, test and take any other steps necessary to prepare the Equipment for use at the location at a time agreed upon between Customer and Corrigan, regardless of whether representatives of Customer are present at the location.

9. TITLE TO PERSONAL PROPERTY. The Equipment, including, but not limited to, air conditioners; chillers; air handlers; heating, ventilation, air conditioning and refrigeration equipment, generators, switch gear, and/or transformers and other equipment, will remain the property of Corrigan and shall not become fixtures or part of the realty at the installation location. Customer agrees to use reasonable care to protect such equipment while in the Customer's custody. The Customer will promptly surrender to Corrigan all said personal property in the Customer's possession at the termination of this Contract. Where equipment is removed, the Customer will not be relieved of any of its obligations to Corrigan. In the event that Corrigan's equipment is damaged, destroyed, missing or stolen, the Customer must replace or pay for it at the retail price.

10. CUSTOMER WARRANTIES. Customer warrants that: (a) prior to each use by any person, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes decals and operating and safety instructions and is suitable for that person'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 Corrigan to leave the Equipment at the site address without requirement of written receipt); (c) Customer shall immediately notify Corrigan if the Equipment is lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Corrigan all information needed or requested regarding the operation of the Equipment; (e) Corrigan is not responsible for providing operator or other training unless Customer specifically requests in writing and Corrigan 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 use and operate the Equipment; (g) the Equipment's use shall be in a reasonable and careful manner, in compliance with all operating and safety instructions for that

piece of Equipment, including, but not limited to, instruction given by Corrigan, and all applicable federal, state, and local laws, permits and licenses, including, but not limited to, OSHA; and (h) the Equipment shall be kept in a secure location.

11. PROHIBITED USE. Customer shall not (a) alter or cover up decals or insignia on the Equipment or remove any operational or safety equipment instructions; (b) assign rights under this contract; (c) move the Equipment from the site address without Corrigan'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).

12. MAINTAINENCE. Customer shall perform all maintenance on the Equipment, including, but not limited to, routine inspections and maintenance of fuel and oil levels, grease, cooling system water, batteries, and cleaning in accordance with manufacturer's specifications, though Customer may have Corrigan perform such maintenance for an additional charge. If repairs to the Equipment are needed, Customer shall pay the full rental charges for the Equipment during the period that is necessary for repairs to be completed. Corrigan has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Corrigan and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Daily inspections of the equipment are also the responsibility of the Customer.

13. 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 Corrigan, the police, if necessary and customer's insurance carriers; (b) secure and maintain the Equipment and surrounding premises in the condition existing at the time of such Incident, until Corrigan or its agents investigate; (c) immediately submit copies of all police or other third party reports to Corrigan; and (d) as applicable, pay Corrigan, in addition to other parties, due herein the rental rate for Equipment until the repairs are completed or the 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. Corrigan shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

14. NO WARRANTIES. Corrigan does not design or manufacture the Equipment and it is not the agent of those that do. Corrigan 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 Corrigan entities. Customer assumes all risks associated with the Equipment and releases Corrigan 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 Corrigan's obligations herein.

15. RELEASE AND INDEMNIFICATION. To the fullest extent permitted by law, Customer agrees to indemnify, release, hold harmless and, at Corrigan's request, defend Corrigan (with counsel approved by Corrigan), 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, (b) use, possession or control of materials purchased from Corrigan, or (c) 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.

16. INSURANCE. During the rental period, Customer shall obtain and keep in place any and all policies of insurance required by the Service Agreement. Customer shall provide Corrigan with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Corrigan's request. To the extent Corrigan Entities carry any insurance, Corrigan entities insurance will be considered excess insurance. The insurance required herein does not relieve the Customer of its responsibilities, indemnification, or other obligations proved herein, or for which Customer may be liable by law or otherwise.

17. RETURN OF EQUIPMENT. Corrigan may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Corrigan in the same condition it was received, less Ordinary Wear and Tear and free of hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition herein. If Corrigan delivered the Equipment to Customer, Customer shall notify Corrigan that the Equipment is ready to be picked up at the Site Address; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Corrigan confirms that the Equipment is returned in the condition required

herein. 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 on the front side hereof; Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

18. PURCHASES. If this Contract identifies any Equipment, materials or other items that are to be purchased by Customer, Corrigan 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 Corrigan of the full purchase price of the item, Corrigan retains title to the item until Customer has paid in full.

19. DEFAULT. Customer shall be in default if Corrigan 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 legislations, 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 Corrigan's demand; or (f) is in default under any other contract with Corrigan. If a Customer default occurs, Corrigan shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Corrigan's costs incurred in exercising any of its rights or remedies herein, including, but not limited to, reasonable costs of collection, court costs, actual attorneys and legal fees. 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. Corrigan shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST CORRIGAN ENTITIES FOR SUCH REPOSSESSION.**

20. ENVIRONMENTAL FEE. To promote a clean and sustainable environment, Corrigan takes various measures to comply with applicable environmental regulations, as well as with Corrigan's own policies. Corrigan also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include, but not be limited to, waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient Equipment, labor costs, administrative costs. To help defray these and other costs, Corrigan charges an environmental fee, plus applicable taxes thereon in connection with certain rentals. The fee is not a tax or governmentally mandated charge. The fee is not designed for any particular use or placed in an escrow account, but is a fee that Corrigan collects as revenue and uses at its discretion.

21. LIMITATION OF CORRIGAN'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT AND/OR SALE OF GOODS AND/OR SERVICES, CUSTOMER AGREES THAT CORRIGAN'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM CORRIGAN'S, CORRIGAN ENTITIES, 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 CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

22. JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND CORRIGAN HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

23. GOVERNING LAW, CONSENT TO VENUE AND JURISDICTION & CLASS ACTION WAIVER. This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan. The parties hereby agree that venue is proper in Livingston County. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

24. COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Corrigan's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment shall be 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.hisdac.gov for information.

25. ENTIRE AGREEMENT, AMENDMENT. This Contract, including any quotes given concurrently with execution of this Contract or during its Term, together with any 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. It is expressly contemplated

by the parties that Customer may request additional equipment and services during the term of this Contract. The rates and Rental Period for such additional equipment and services will be provided by Corrigan in a supplementary quotation ("Quote"). The Quote, upon signature by both parties, will become an amendment to this Contract, and be governed by all terms and conditions of this Contract, and appended to the existing Exhibit A.

26. MISCELLANEOUS. Customer's obligations hereunder 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 interests of all persons (including Corrigan's 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 Corrigan to insist upon strict performance of any Section of this Contract shall not constitute a waiver. The parties to 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. When Customer is a buyer of Equipment, they are hereby notified that Corrigan has assigned its rights (but not its obligations) in agreement to sell the asset(s) described herein to Corrigan, a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee "Corrigan".