

H&E EQUIPMENT SERVICES, INC.

INVOICE TERMS AND CONDITIONS

H&E Equipment Services, Inc. and its affiliates and divisions, including but not limited to H&E Equipment Services (Mid-Atlantic), Inc., Great Northern Equipment Inc., H&E Equipment Services (California), LLC, and H&E Equipment Exchange, LLC (hereinafter referred to as 'H&E') terms are:

- 1) Except for extended term contracts, current billings are payable upon receipt of invoice, and shall be considered past due at thirty (30) days after invoice date. Balances beyond thirty (30) days will be subject to a finance or interest charge at the highest rate allowable by law. Customer is responsible for all valid invoices submitted for payment regardless of status of account or credit limits. A \$25 fee for each NSF check will be assessed.
- 2) Any disputes must be reduced to writing and delivered within 30 days of incident via certified mail to the H&E corporate office at 7500 Pecue Lane, Baton Rouge, LA 70809 Attn: Credit Manager. Likewise, any checks marked 'payment in full' must also be sent via certified mail to the address and attention above. It is agreed that checks marked 'payment in full' or other language with similar intent sent to the lockbox shall not relieve H&E of any rights whatsoever.
- 3) Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by H&E prior to acceptance. Quotes may or may not include any taxes; and where applicable, such taxes shall be billed as a separate item and paid by the Buyer.
- 4) Goods sold by H&E are products of reputable manufacturers. H&E shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of the Buyer and sole obligation of H&E. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. All material returned for credit must be with prior approval and shall be subject to a normal restocking charge.
- 5) H&E's liability for loss or damage connected with the supplying of any goods or services hereunder, or their sale, resale, operation, or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. H&E shall not be liable for any labor charges without the prior written consent of H&E. H&E shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the buyers for such damages. If H&E furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject H&E to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
- 6) H&E will make every reasonable attempt to deliver and/or pick-up equipment for rental or sale to/from customers designated location at a time in which customer representative will be available for inspection, approval, and to sign documents and contracts. However, this is not always possible. Customer gives express authorization for H&E to deliver and/or pick-up equipment to/from a job site in the event that customer is not available to sign for the equipment, and agrees to sign the necessary documents and contracts subsequently upon request. All responsibilities and liabilities toward said equipment shall be in effect as if documents and contracts were signed by customer at time of delivery and/or pick-up. Customer understands it is responsible for equipment until picked up by or delivered to H&E, regardless of rental call off time/date.
- 7) Customer is responsible for the full value of any loss of or damage to rented Equipment, regardless of fault, including any lost rental income to H&E while H&E repairs the Equipment. Customer may decline Physical Damage Waiver only if a Certificate of Insurance acceptable to H&E is provided **prior to delivery of the Equipment**. Insurance requirements and Physical Damage Waiver coverage and exclusions are available at any H&E branch. It is the responsibility of the Customer to provide acceptable proof of insurance coverage for machines rented from H&E **prior to delivery of the equipment**. In the event acceptable proof is not provided, Customer may be charged a Physical Damage Waiver. Customer is **not entitled to any refund or credit** of Physical Damage Waiver charges invoiced or paid.
- 8) The rental period begins when the Equipment leaves H&E and ends when the Equipment is returned to H&E in good condition, or is subsequently put in good condition by H&E. No deduction shall be made for Sundays, holidays, time in transit, or for any period of time the Equipment is not in use. A rental day is 24 hours. Any rental period less than 24 hours shall constitute a full rental day. A rental week is seven calendar days. A rental month is four weeks. Thus there are thirteen rental months in a calendar year. All rental rates are based on 8 hours of Equipment use per 24 hour day, 40 hours per rental week and 160 hours per rental month. If the Equipment is used more hours than allotted per rental period, overtime charges may apply. Customer agrees to notify H&E immediately if Equipment is used more than the allotted hours per rental period(s). Customer shall pay all drayage charges, and taxes associated with rental agreements, including but not limited to sales, use, tax on Damage Repairs paid by the Physical Damage Waiver or Lessee's insurance, fuel taxes, or any other taxes levied by public authorities. Customer shall hold H&E harmless against any liability and/or expense resulting from Customer's failure to pay taxes and file tax returns.
- 9) Equipment Rented is both property and livelihood of H&E. Upon any breach of contract or suspicion by H&E that the Equipment or rights to the Equipment may be compromised, Customer is required in any event to return the equipment to the H&E **within seventy-two hours at any time so requested by H&E**. Failure to return Equipment upon such request shall constitute theft of Equipment by Customer.
- 10) Customer shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. Legal jurisdiction of this invoice shall be at East Baton Rouge Parish, Baton Rouge, Louisiana, USA
- 11) H&E will accept post audits no earlier than two (2) years prior to the current date. All documentation must be included to substantiate any claim. Customer agrees to allow at least 90 days after submitting post audits before any deductions are taken. Post audits not meeting these requirements will not be allowed.
- 12) The **Federal Equal Credit Opportunity Act** prohibits creditors from discriminating on the basis of race, color, religion, national origin, sex, marital status, age, income derived from any public assistance program, rights exercised under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission. In the event that H&E takes adverse action on account credit terms, Customer has the right within 60 days to request reason for the adverse action.
- 13) **AGREEMENT BINDING, ENTIRE AGREEMENT & SEVERABILITY** - This agreement shall be binding upon the parties hereto and upon their heirs, successors-in-interest, personal representatives, and assigns (where permission to assign is given by Lessor). This writing constitutes the entire agreement between the parties hereto regarding the subject hereof, and any representation or agreement not contained herein shall be of no force or effect whatsoever. No waiver of or changes in the terms and conditions of this agreement shall be binding upon Lessor unless made in writing signed by an authorized officer. If any word, phrase, clause, sentence, or paragraph of this agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this agreement or any other portion thereof. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**