

CREDIT POLICY - TERMS OF ACCOUNT

USE OF ACCOUNT: UNLESS SPECIFICALLY DIRECTED BY YOU, THIS ACCOUNT MAY BE ACCESSED BY ANY EMPLOYEE OF RENTER/BUYER WHO WE REASONABLY BELIEVE WOULD HAVE THE AUTHORITY TO RENT OR PURCHASE EQUIPMENT OR MERCHANDISE ON BEHALF OF RENTER/BUYER. SHOULD YOU WISH TO RESTRICT USE OF THIS ACCOUNT TO ANY SPECIFIC INDIVIDUAL EMPLOYED BY RENTER/BUYER, OR ESTABLISH OTHER POLICIES OR RESTRICTIONS ON THE USE OF ACCOUNT (I.E. MANDATORY PURCHASE ORDER REQUIRED), THOSE REQUIREMENTS MUST BE COMMUNICATED TO OUR OFFICE IN WRITING AND WE WILL NOTE OUR ACCOUNT ACCORDINGLY. OTHERWISE, YOU ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL AMOUNTS CHARGED BY EMPLOYEES OR RENTER/BUYER.

CREDIT LIMIT: YOUR CREDIT LIMIT WILL BE OR HAS BEEN COMMUNICATED TO YOU. SHOULD YOU WISH TO INCREASE YOUR CREDIT LIMIT, YOU MAY BE REQUIRED TO SUBMIT AN UPDATED APPLICATION FOR CREDIT, SIGN ADDITIONAL DOCUMENTATION AND/OR PROVIDE ADDED SECURITY, IN RELATION TO THE NEW LIMIT. SHOULD YOUR CREDIT LIMIT BE EXCEEDED, YOU GRANT AMERICAN PRIDE THE POWER OF ATTORNEY TO FILE ANY NECESSARY FILING STATEMENTS TO SECURE THE INDEBTEDNESS.

SECURITY INTEREST: RENTER/BUYER HEREBY GRANTS AMERICAN PRIDE INTERNATIONAL, INC. A CONTINUING PURCHASE MONEY SECURITY INTEREST IN THE EQUIPMENT AND MERCHANDISE, TOGETHER WITH ALL ATTACHMENTS, REPLACEMENTS, ADDITIONS, PARTS AND SUBSTITUTIONS, REPAIRS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED THERETO, AND PROCEEDS THEREOF, AS DESCRIBED IN THE CONTRACT TO SECURE (A) PAYMENT AND PERFORMANCE OF ALL OF RENTER/BUYER'S OBLIGATIONS UNDER THIS CONTRACT, AND (B) TO THE EXTENT PERMITTED BY LAW, INDEBTEDNESS NOW OR HEREAFTER OWING BY RENTER/BUYER TO AMERICAN PRIDE INTERNATIONAL, INC. RENTER/BUYER AGREES TO EXECUTE FINANCING STATEMENTS OR OTHER DOCUMENTATION, AND TO TAKE SUCH OTHER AND FURTHER ACTION AS MAY BE REQUIRED BY AMERICAN PRIDE FOR THE PURPOSES OF MAINTAINING AND PERFECTING SUCH SECURITY INTERESTS. RENTER/BUYER AGREES TO FURNISH AMERICAN PRIDE ON REQUEST, WITH COPIES OF ALL "BONDS", "CONTRACTS", "NOTICES OF COMMENCEMENTS", PURCHASE ORDER (S), JOB NUMBERS, JOB ADDRESSES AND OTHER INFORMATION IT DEEMS NECESSARY TO PROTECT AMERICAN PRIDE'S INTERESTS. YOU AGREE THAT AMERICAN PRIDE MAY SEND OUT ANY NECESSARY NOTICES TO SECURE AVAILABLE LIEN AND/OR BOND RIGHTS

NOTICE TO OWNER AND LIENS: IT IS THE POLICY OF AMERICAN PRIDE TO ISSUE NOTICE TO OWNER ON ANY PURCHASE OR RENTAL RELATED TO A CONSTRUCTION PROJECT. SHOULD PAYMENT NOT BE REMITTED IN ACCORDANCE WITH THIS CREDIT POLICY, WE FURTHER RESERVE THE RIGHT TO LIEN THE SUBJECT PROPERTY.

BILLING AND DUE DATE: ONE COPY OF EACH INVOICES WILL BE PROVIDED AT THE TIME OF PURCHASE AND/OR RENTAL. ALL PURCHASES ARE DUE ON THE DATE OF PURCHASE, UNLESS PRIOR ARRANGEMENTS ARE MADE AND AGREED UPON IN WRITING. AS A COURTESY, STATEMENTS ARE ALSO MAILED ON THE 1ST AND 15TH OF EACH MONTH. HOWEVER, THERE IS NO NEED TO AWAIT THIS STATEMENT PRIOR TO REMITTING PAYMENT.

REMITTANCE: AS LONG AS RENTER/BUYER'S ACCOUNT REMAINS IN GOOD STANDING, WITH NO BALANCE GREATER THAN 30 DAYS OLD, WE WILL APPLY PAYMENTS ON A SPECIFIC JOB OR INVOICE BASIS, AS YOU MAY DIRECT. FOR THIS REASON, PLEASE NOTE THE INVOICE OR CONTRACT NUMBER ON ALL REMITTANCES TO ENSURE PROPER APPLICATION OF PAYMENTS. SHOULD YOUR ACCOUNT BECOME DEFAULT, WE RESERVE THE RIGHT TO APPLY PAYMENTS TO THE OLDEST INVOICES FIRST, WHICH MAY IMPACT YOUR ABILITY TO OBTAIN LIEN RELEASES ON A JOB-COSTING BASIS.

BILLING DISCREPANCIES: TO ENSURE UNINTERRUPTED USE OF YOUR ACCOUNT, YOU MUST NOTIFY US IN WRITING OF ANY BILLING DISCREPANCIES WITHIN 30 DAYS. YOU MAY FAX OR MAIL THE WRITTEN NOTIFICATION: ACCOUNTS RECEIVABLE - RESEARCH, AMERICAN PRIDE INTERNATIONAL, INC., 4420 ASHTON ROAD, SARASOTA, FL 34233, 941-706-3392. WE COMMIT THAT YOUR INQUIRY WILL BE EXPEDITIOUSLY RESEARCHED, WITH A RESPONSE PROVIDED TO YOU WITHIN 30 DAYS OF RECEIVING THE NOTICE. YOUR ACCOUNT WILL NOT BE FROZEN WHILE THE DISCREPANCY IS BEING RESEARCHED, NOR WILL THE AMOUNT IN DISPUTE BE REPORTED AS DELINQUENT TO ANY CREDIT AGENCY.

FINANCE CHARGES ON PAST DUE BALANCES: ON BALANCES MORE THAN 30 DAYS OLD, IT IS AGREED THAT A FINANCE CHARGE OF 1 1/2/% PER MONTH (18% ANNUALLY) WILL BE ASSESSED. SHOULD THIS EXCEED THE LEGAL RATE ALLOWED IN THIS STATE, THE AMOUNT OF THE FINANCE CHARGE SHALL BE THE MAXIMUM ALLOWABLE IN THIS STATE.

USURY: NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL INTEREST ACCRUE OR BE PAYABLE IN EXCESS OF THE HIGHEST LAWFUL RATE.

EVENTS OF DEFAULT: AN EVENT OF DEFAULT SHALL OCCUR HEREUNDER IF RENTER/BUYER OR ANY GUARANTOR OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT (A) FAILS TO PAY ANY PAYMENT WHEN DUE, OR (B) FAILS TO PERFORM OR OBSERVE ANY OTHER COVENANT, CONDITION OR AGREEMENTS TO BE PERFORMED BY RENTER/BUYER HEREUNDER, OR EITHER BREACHES ANY REPRESENTATION OR PROVISION CONTAINED HEREIN; OR (C) HAS MADE A REPRESENTATION, WARRANTY OR STATEMENT WHICH IS FALSE IN ANY MATERIAL RESPECT WHEN MADE OR FURNISHED; OR (D) PERFORMS OR FAILS TO PERFORM ANY OTHER ACT, AS A RESULT OF WHICH AMERICAN PRIDE DEEMS ITSELF INSECURE OR AMERICAN PRIDE DEEMS ITS EQUIPMENT AND OR MERCHANDISE TO BE IN JEOPARDY. ADDITIONALLY, AN EVENT OF DEFAULT SHALL OCCUR IF THERE IS A LOSS, THEFT, OR SUBSTANTIAL DAMAGE TO THE EQUIPMENT AND/OR GOODS, WHICH IS NOT FULLY COMPENSABLE UNDER ANY POLICY OF INSURANCE. FAILURE OF AMERICAN PRIDE TO REQUIRE STRICT PERFORMANCE BY RENTER/BUYER OR ANY PROVISION OF THIS CONTRACT SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHT OF AMERICAN PRIDE HEREUNDER. NO WAIVER BY AMERICAN PRIDE OR BREACH OR DEFAULT SHALL CONSTITUTE A WAIVER OF ANY OTHER BREACH OR DEFAULT BY RENTER/BUYER OR WAIVER OF ANY RIGHT OF AMERICAN PRIDE HEREUNDER.

REMEDIES: UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, AMERICAN PRIDE MAY, IN ITS SOLE DISCRETION DO ANY ONE OR MORE OF THE FOLLOWING: (A) ACCELERATE ALL SUMS DUE AND OWING OR TO BECOME DUE AND OWING PURSUANT TO THE CONTRACT; (B) INSTITUTE SUIT AGAINST RENTER/BUYER TO ENFORCE PERFORMANCE BY RENTER/BUYER OF THE COVENANTS, TERMS, AND PROVISION OF THIS CONTRACT, (C) ENTER UPON ANY PREMISES WHERE ANY OF THE EQUIPMENT AND/OR MERCHANDISE ARE LOCATED AND REPOSSESS ANY OR ALL OF THE EQUIPMENT AND/OR MERCHANDISE; (D) FREEZE CHARGE ACCOUNTS WHICH HAVE EITHER (1) EXCEEDED THE ESTABLISHED CREDIT LIMIT; (2) HAVE BALANCES WHICH ARE PAST DUE, UNTIL SUCH TIME AS PAYMENT IS MADE, INCLUDING PAYMENT OF ANY AND ALL APPLICABLE FINANCE CHARGES, TO BRING THE BALANCE WITHIN YOUR ESTABLISHED CREDIT TERMS, EXERCISE ANY OTHER RIGHT OR REMEDY WHICH MAY BE AVAILABLE TO IT.

CREDIT POLICY - TERMS OF ACCOUNT (CONTINUED)

BENEFIT: EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS CONTRACT SHALL BE BINDING UPON AMERICAN PRIDE, RENTER/BUYER AND ITS RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, (THIS REFERENCE TO RENTER/BUYER'S ASSIGNS SHALL NOT CONSTITUTE CONSENT BY AMERICAN PRIDE TO ANY ASSIGNMENT OF THIS CONTRACT BY RENTER/BUYER). IF RENTER/BUYER AGREES TO PAY A REASONABLE ATTORNEY'S FEE TO THE EXTENT PERMITTED BY APPLICABLE LAW.

SEVERABILITY: WHENEVER POSSIBLE, EACH PROVISION OF THIS CONTRACT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID BUT IF ANY PROVISION SHALL BE HELD TO BE PROHIBITED OR INVALID, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OF THE REMAIN PROVISIONS OF THIS CONTRACT.

GOVERNING LAW: THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE RENTER/BUYER EXECUTED SAID CONTRACT. RENTER/BUYER AGREES TO SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS IN SAID STATE, WITH VENUE OF AN ACTION INSTITUTED IN CONNECTION WITH THIS CONTRACT, AT THE OPTION OF AMERICAN PRIDE IN THE COUNTY WHERE RENTER/BUYER EXECUTED THE CONTRACT.

ASSIGNMENTS: ALL EQUIPMENT AND MERCHANDISE CONTRACTED FOR SALE SHALL REMAIN PROPERTY OF AMERICAN PRIDE UNTIL PAYMENT IN FULL IS RECEIVED. RENTER/ BUYER WILL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF AMERICAN PRIDE (A) VOLUNTARILY OR INVOLUNTARILY TRANSFER, SELL, ASSIGN, PLEDGE, SUBLET, LEND, GRANT A SECURITY INTEREST IN, RELINQUISH POSSESSION OF, OR OTHERWISE HYPOTHECATE RENTER/BUYER'S INTEREST IN THIS CONTRACT OR ANY ITEM OR ALL OF THE EQUIPMENT OF MERCHANDISE, OR (B) PERMIT THE EQUIPMENT OR MERCHANDISE OR ANY PART THEREOF TO BE USED BY ANYONE NOT EMPLOYED BY RENTER/BUYER. AMERICAN PRIDE AND ANY ASSIGNEE OF AMERICAN PRIDE MAY ASSIGN OR TRANSFER THIS CONTRACT WITHOUT NOTICE TO RENTER/BUYER/ ANY ASSIGNEE SHALL HAVE ALL OF THE RIGHTS BUT NONE OF THE OBLIGATIONS, IF ANY, IMPOSED UPON AMERICAN PRIDE BY THIS CONTRACT AND RENTER/BUYER AGREES THAT THEY WILL NOT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSERT AGAINST ANY ASSIGNEE ANY DEFENSE, COUNTERCLAIM, OR OFFSET THAT RENTER/BUYER MAY HAVE AGAINST AMERICAN PRIDE. THE TERM "ASSIGNEE" SHALL INCLUDE AMERICAN PRIDE AS WELL AS ANY SUBSEQUENT ASSIGNEE OF AMERICAN PRIDE.

BUYER'S WAIVERS: TO THE EXTENT PERMITTED BY APPLICABLE LAW, RENTER/BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A BUYER BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, BUYER'S RIGHTS TO (A) RESCIND THIS CONTRACT; (B) REJECT THE EQUIPMENT OR MERCHANDISE; (C) REVOKE ACCEPTANCE OF EQUIPMENT OR MERCHANDISE; (D) RECOVER DAMAGES FROM AMERICAN PRIDE FOR ANY BREACHES OF WARRANTY OR FOR ANY OTHER REASON; (E) "COVER" BY MAKING ANY RENTAL OR PURCHASE OF OR CONTRACT TO RENT OR PURCHASE SUBSTITUTE EQUIPMENT OR MERCHANDISE; (F) RECOVER ANY GENERAL, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES; AND (G) A SECURITY INTEREST IN SAID EQUIPMENT AND MERCHANDISE. BUYER ALSO WAIVES ANY RIGHTS CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY RIGHT OR REMEDY OF AMERICAN PRIDE. ANY ACTION BY BUYER FOR ANY ALLEGED BREACH OF THIS CONTRACT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER ANY SUCH CAUSE OF ACTION ACCRUES.

DISCLAIMER OF WARRANTIES: TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, BUYER UNDERSTANDS AND AGREES THAT THE ONLY WARRANTIES, EXPRESS OR IMPLIED, IF ANY, WHICH ATTACH TO THE EQUIPMENT OR MERCHANDISE ARE THOSE WARRANTIES WHICH ARE MADE BY THE MANUFACTURER OF THE EQUIPMENT OR GOODS. AMERICAN PRIDE HEREBY ASSIGNS TO BUYER, AND BUYER HEREBY ACCEPTS THE WARRANTIES, IF ANY MADE BY THE MANUFACTURER OF THE EQUIPMENT OR MERCHANDISE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT NO LIABILITY HAS BEEN ASSUMED FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THIS CONTRACT AND BUYER'S REMEDIES SHALL BE LIMITED TO THE EXPRESS AND IMPLIED WARRANTIES, IF ANY, MADE BY THE MANUFACTURER OF THE EQUIPMENT OR MERCHANDISE. BUYER HEREBY ACKNOWLEDGES EACH OF THE FOLLOWING: (A) AMERICAN PRIDE IS NOT THE MANUFACTURER OF THE EQUIPMENT OR MERCHANDISE; (B) THE EQUIPMENT AND MERCHANDISE ARE OF A SIZE, DESIGN AND CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE BUYER; (C) THE GOODS ARE ACCEPTED BY BUYER ON AN "AS IS" BASIS "WITH ALL FAULTS", SUBJECT TO ANY MANUFACTURERS WARRANTIES, IF ANY; AND (D) AMERICAN PRIDE SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS, DAMAGE OR EXPENSE, DIRECT, CONSEQUENTIAL OR OTHERWISE, CAUSED DIRECTLY OR INDIRECTLY BY AND EQUIPMENT AND EQUIPMENT OR MERCHANDISE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT OR MERCHANDISE SHALL RELIEVE BUYER OF ANY OBLIGATION TO PAY ANY INSTALLMENT OR PERFORM ANY OTHER CONDITION UNDER THIS CONTRACT. BUYER HEREBY ASSIGNS TO AMERICAN PRIDE UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, AS DEFINED IN THIS CONTRACT, ANY SUPPLIER'S OR MANUFACTURER'S WARRANTY OR AGREEMENT WITH RESPECT TO THE EQUIPMENT OR MERCHANDISE, TO THE EXTENT THAT SUCH WARRANTY OR AGREEMENT IS ASSIGNABLE.

GENERAL INDEMNITY: RENTER/BUYER SHALL INDEMNIFY AND HOLD AMERICAN PRIDE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, JUDGMENTS, SUITS, AND ANY AND ALL COSTS AND EXPENSES IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN ANY MANNER RELATED TO (A) THE MANUFACTURE, PURCHASE, FINANCING, OWNERSHIP, DELIVERY, REJECTION, NON-DELIVERY, POSSESSION, USE, TRANSPORTATION, STORAGE, OPERATION, MAINTENANCE, REPAIR, RETURN OR OTHER DISPOSITION OF THE EQUIPMENT OR MERCHANDISE, OR (B) THIS CONTRACT, INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURY TO OR DEATH OF PERSONS AND FOR DAMAGE TO PROPERTY. RENTER/BUYER SHALL IMMEDIATELY GIVE AMERICAN PRIDE WRITTEN NOTICE OF ANY SUCH CLAIM OR LIABILITY.

FACSIMILE: THIS CONTRACT MAY BE EXECUTED BY A PARTY AND TRANSMITTED BY FACSIMILE. ANY COPY OF THIS CONTRACT, WHICH BEARS A SIGNATURE, WHICH WAS TRANSMITTED BY FACSIMILE, SHALL BE DEEMED AN EXECUTED ORIGINAL OF THIS CONTRACT.

ENTIRE AGREEMENT: THIS CONTRACT CONSTITUTES THE ENTIRE UNDERSIGNING AND AGREEMENT BETWEEN AMERICAN PRIDE AND RENTER/BUYER, AND THERE ARE NOT UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES, ORAL OR WRITTEN, WHICH ARE SET FORTH HEREIN. THIS CONTRACT MAY NOT BE AMENDED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY AMERICAN PRIDE AND RENTER/BUYER. NOTICE TO RENTER/BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THIS CONTRACT YOU SIGNED FULLY EXECUTED.