

CONDITIONS FOR THE LEASE OF GOODS
HILL & SMITH INC. ("HSI")

- 1.1 **DEFINITIONS AND INTERPRETATION**
In these Conditions for the Lease of Goods, the following words shall have the following meanings:
- "**A Safe Working Environment**" has the meaning ascribed to it in Section 7.1.3;
- "**Commencement Date**" means the date on which the Lease Period commences as described in Section 3.1;
- "**Conditions**" means these Conditions for the Lease of Goods and (unless the context otherwise requires) includes any special terms on the face of the Rental Agreement and/or Order Confirmation;
- "**Contract**" means these Conditions, Rental Agreement, if any, and Order Confirmation.
- "**HS ABC Policy**" has the meaning ascribed to it in Section 17.2;
- "**HS Code of Conduct**" has the meaning ascribed to it in Section 17.2;
- "**Rental Agreement**" Represents HSI's written confirmation of Lessee's verbal or written instructions relating to the Lease Charges, the time, date, and place of delivery and/or pickup, installation, and other applicable charges of the Goods, subject to these Conditions;
- "**Lease Charges**" means the total lease charge calculated by multiplying the linear feet ("LF") of Goods, by the Minimum Days, by the price per LF as specified in the Contract;
- "**Goods**" means the goods described in the Contract and any replacements thereof;
- "**HSI's Authorized Representatives**" has the meaning ascribed to it in Section 7.1.1.;
- "**Lease Period**" means the period during which HSI leases the Goods to Lessee and Lessee is entitled to use the Goods pursuant to Section 3.1;
- "**Lessee**" means the individual or business entity specified in the Contract that is leasing the Goods from HSI;
- "**Minimum Days**" means the period of time specified in the Contract;
- "**Order Confirmation**" means HSI's formal order confirmation, subject to these Conditions; and
- "**UCC**" means the Uniform Commercial Code as enacted in Ohio or any other relevant jurisdiction.
- 1.2 Any reference to any legislative provision is a reference to that provision as amended, re-enacted or extended, if applicable, at the relevant time.
2. **THE CONTRACT**
- 2.1 All Goods are leased and, if provided for under the Contract, installed subject to these Conditions to the exclusion of any other terms and conditions. A Contract shall be deemed formed only upon HSI sending to Lessee its Order Confirmation. Any quotes shall not constitute an offer by HSI to enter into a contract for the lease of the Goods until accepted in writing by HSI.
- 2.2 No variation to these Conditions shall be binding on HSI unless agreed to in writing by a duly authorized officer of HSI.
- 2.3 HSI's employees, agents or sub-contractors are not authorized to make any representations and warranties unless confirmed by a duly authorized officer of HSI in writing. Lessee acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or the right to rescind the Contract for, any such representations and warranties that are not so confirmed in writing.
- 2.4 Any advice or recommendation given by HSI or its employees, agents, or sub-contractors to Lessee or its employees, agents, or sub-contractors that is not confirmed in writing by HSI is followed or acted upon entirely at Lessee's own risk, and HSI shall not be liable in any way for any such advice or recommendation that is not so confirmed in writing.
- 2.5 Any typographical, clerical, or other error or omission in any sales literature, Rental Agreement, quotation, estimate, price list, acceptance of offer, Order Confirmation, invoice, or other document or information issued by HSI shall be subject to correction by HSI without any liability on the part of HSI.
- 2.6 Rental Agreements shall automatically expire on the expiration date listed in the Rental Agreement, if any, but in no event later than sixty (60) days from issuance, and are subject to withdrawal by written or oral notice to Lessee at any time.
- 2.7 Lessee is responsible for ensuring the accuracy of the terms of any order, instruction, or specification and for giving to HSI any and all necessary information within sufficient time to enable HSI to perform the Contract.
- 2.8 The quantity and description of the Goods and any specification for the Goods shall be those set out in HSI's Contract.
- 2.9 HSI reserves the right to make any changes in the specification of the Goods (including raw materials and components) which (a) are required to conform with any applicable law and (b) do not materially affect their quality or performance.
3. **LEASE PERIOD**
- 3.1 The lease of the Goods shall commence on the date where:
- 3.1.1 if HSI is to deliver the Goods to Lessee, the date on which HSI delivers the Goods to Lessee; or
- 3.1.2 if HSI is to deliver and install the Goods, the date on which HSI installs the Goods; or
- 3.1.3 if Lessee is to pick up the Goods, the date on which HSI notifies Lessee that the Goods are ready for pickup ("**Commencement Date**"), and shall continue until the Contract is terminated in accordance with the provisions of Sections 4.2, 4.4, 6.3, 7.3 and 12 and the Goods are returned to HSI's possession (the "**Lease Period**").
4. **DELIVERY**
- 4.1 The method of delivery, and the date, time, and place of delivery and/or installation, shall be in accordance with the Contract.
- 4.2 If Lessee fails to take delivery of the Goods, or if Lessee fails to give HSI adequate delivery instructions prior to the time delivery is to be made, or if Lessee fails to pick up the Goods within the time period specified for pick-up, then HSI shall be entitled to terminate the Contract on written notice to Lessee and Lessee shall indemnify HSI in full against all loss (including loss of profit), costs (including labor and materials used), damages, charges, and expenses incurred by HSI as a result of the delayed delivery or termination of the Contract (as the case may be).
- 4.3 Where, at the request of Lessee, HSI agrees to postpone delivery and/or installation, Lessee shall pay all costs and expenses, including a reasonable charge for storage occasioned thereby and any costs incurred by HSI in relation to any insurance payments reasonably made by it. Lessee shall also indemnify HSI in respect of any additional costs and expenses incurred.
- 4.4 Where Lessee picks up the Goods, Lessee shall ensure that the vehicle used for pick-up of the Goods is as prescribed by HSI. If, in HSI's reasonable opinion, any vehicle provided by Lessee for pick-up of the Goods is not as prescribed by HSI, HSI shall be entitled to refuse to release the Goods to Lessee until a suitable vehicle is provided by Lessee. If Lessee fails to provide such suitable vehicle within the later of the time period specified for pick-up or 24 hours after HSI notifies Lessee that the vehicle is unsuitable, HSI shall be entitled, in its sole discretion, to terminate the Contract on one day's written

- notice to Lessee, and Lessee shall indemnify HSI in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges, and expenses incurred by HSI as a result of cancellation.
- 4.5 If HSI delivers the Goods (but does not install the Goods) or if, on termination of the Contract, HSI picks up the Goods, Lessee shall be responsible for unloading the Goods at the delivery address and for loading the Goods at the pick-up point (as the case may be).
- 4.6 If Lessee is to pick up the Goods or if, on termination of the Contract, Lessee is to return the Goods, HSI shall be responsible for loading the Goods at the pick-up point and for unloading the returned Goods (as the case may be).
5. **CHARGES AND PAYMENT**
- 5.1 The charges applicable to the lease of the Goods shall be the Lease Charges, any delivery and/or pick-up charges, installation charges, and any other charges specified in the Contract.
- 5.2 HSI may, at any time before delivery, pick-up, or installation, by giving written notice to Lessee, increase the daily Lease Charges to reflect any increase in the cost to HSI arising from any factor beyond HSI's control (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or any other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by Lessee, or any delay caused by any instructions of Lessee or failure of Lessee to give HSI adequate information or instructions.
- 5.3 Any applicable tax, import, or export duties or other taxes or duties, other than taxes on HSI's income related to this Contract, are payable by Lessee.
- 5.4 The Lease Charges will accrue from the Commencement Date and will continue throughout the Lease Period. HSI will invoice Lessee on a monthly basis and, unless otherwise agreed in writing by HSI, payment must be received within 30 days of the end of the month in which the invoice was issued, without deduction, counterclaim, or abatement. The time for payment shall be of the essence of the Contract.
- 5.5 If Lessee fails to make any payment (without deduction, counterclaim, or abatement) by the due date, HSI may charge Lessee interest (both before and/or after any judgment) on the amount unpaid, at the annual rate of four percent (4%) above the prime rate published by JPMorgan Chase Bank, N.A. from time to time, or the highest rate permitted by law, whichever is less, until HSI receives full and final payment in cash, by wire, or in ACH funds.
- 5.6 If the Contract is terminated for any reason (except pursuant to Section 6.3 or Section 12.1.1, provided that HSI receives at least twenty four (24) hours written notice) prior to the end of the Lease Period, Lessee shall be liable for the Lease Charges applicable to the Lease Period less any Lease Charges already paid by Lessee.
6. **CONDITION OF GOODS**
- 6.1 Unless Lessee notifies HSI in writing of any damage, defects, or non-conformity affecting the Goods within twenty four (24) hours of delivery or pick-up or installation of the Goods (as the case may be), Lessee shall be deemed to have accepted the Goods in the condition delivered, picked up, or installed, as applicable.
- 6.2 Where notification of any damage, defect, or non-conformity is given to HSI by Lessee within the time period specified in Section 6.1, but subject to Sections 6.3, 6.4, and 6.5, HSI shall replace, as soon as reasonably practicable, any Goods which HSI agrees are materially damaged, defective or non-conforming. Lessee's right under this Section 6.2 shall be Lessee's only right and remedy in respect of Goods which are damaged, defective, or non-conforming.
- 6.3 If HSI notifies Lessee that it is unable to supply replacement Goods pursuant to Section 6.2 within forty eight (48) hours of HSI agreeing that the Goods are materially damaged, defective, or non-conforming, Lessee shall be entitled to terminate the Contract on written notice to Lessee. Lessee's right under this Section 6.3 shall be Lessee's exclusive right and remedy under the Contract and at law in respect of any inability on the part of HSI to supply replacement Goods pursuant to Section 6.2
- 6.4 HSI's obligation under Section 6.2 to replace Goods which are materially damaged, defective, or non-conforming shall not apply in respect of damage, defects, or non-conformities which are caused or aggravated by any act or omission on the part of Lessee or its customers, including, without limitation, (a) improper storage, accident, misuse, or unauthorized modifications or alterations by Lessee or its customers and (b) Goods that have not been installed, operated, and maintained by Lessee or its customers in accordance with procedures approved by the Company.
- 6.5 HSI's obligation under Section 6.2 to replace Goods which are materially damaged, defective, or non-conforming shall be conditioned upon Lessee holding the Goods subject to Company's inspection. HSI shall not be liable to Lessee for the cost of Lessee's replacement of, or the cost of repair to, the Goods without its express written consent signed by a duly authorized officer of HSI.
- 6.6 Unless otherwise agreed in writing by HSI, HSI will pick up any defective Goods for inspection and/or replacement and Lessee shall bear the cost of such pick-up or return and inspection if the Goods are found not to be damaged, defective, or nonconforming.
- 6.7 Where HSI replaces damaged, defective or non-conforming Goods pursuant to Section 6.2, HSI shall deliver the replacement Goods to an address agreed to by HSI and Lessee.
7. **INSTALLATION AND REMOVAL**
- 7.1 In those instances where HSI has agreed to install (or dismantle and remove) the Goods (as set out in the Contract), Lessee shall:
- 7.1.1 Provide HSI's employees, agents, or sub-contractors that are engaged to install or remove the Goods ("**HSI's Authorized Representatives**") with access to the location where the Goods are to be installed to effect the installation or the Goods are to be removed in accordance with the arrangements set out in the Contract;
- 7.1.2 Carry out any preparatory work necessary to allow HSI to install or remove the Goods and provide all necessary facilities at Lessee's cost; and
- 7.1.3 Take all steps to protect and ensure the health and safety of HSI's Authorized Representatives during the installation or removal work, including, but not limited to, ensuring that safe and adequate traffic management procedures are in place ("**A Safe Working Environment**").
- 7.2 If, in the opinion of HSI's installation supervisor, Lessee fails to provide A Safe Working Environment to HSI's Authorized Representatives, HSI's installation supervisor may, at his sole discretion, choose to cease the installation or removal work, at which point:
- 7.2.1 the risk of damage to or loss of the Goods shall immediately pass to Lessee.
- 7.3 If HSI is unable to install or remove the Goods when planned due to any act or omission of Lessee, including, but not limited to, failure to provide A Safe Working Environment, HSI may, at its sole discretion, cancel the Contract or cancel its obligation to install or remove the Goods and/or invoice Lessee for all additional time which may be incurred and for all expenses incurred.

8.	USE OF THE GOODS	12.3.4	the Goods are seized or levied upon or made subject to a court order.
8.1	Lessee shall:	12.4	Unless otherwise agreed in writing by HSI and Lessee, on termination of the Contract, HSI shall pick up the Goods and Lessee shall be responsible for the cost of pick-up.
8.1.1	ensure that the Goods are used only by personnel who have been trained in the use of the Goods by an instructor approved by HSI;	12.5	On termination of the Contract, howsoever arising, any monies owing to HSI at the date of termination shall become immediately due and payable by Lessee.
8.1.2	ensure that the Goods are used in accordance with all applicable statutes, regulations, and rules in force from time to time and in accordance with any instructions given to Lessee during training;	12.6	If Lessee is to return the Goods to HSI and fails to do so within twenty four (24) hours of termination of the Contract, HSI shall be entitled to repossess the Goods from Lessee's premises or such other location where the Goods may be kept or stored and invoice Lessee for the cost of pick up. Lessee hereby irrevocably authorizes HSI to enter upon its premises and shall ensure that HSI has the right to access any other location where the Goods are kept or stored for this purpose.
8.1.3	take all necessary precautions to ensure that the Goods remain in good and serviceable condition;	12.7	Where Lessee is to return the Goods, if Lessee fails to return the Goods to HSI properly and safely loaded, HSI shall have the right to refuse delivery of the Goods until the Goods are properly and safely loaded, in which event, notwithstanding termination of the Contract, the Lease Charges shall continue to accrue until such time as the Goods are returned to HSI properly and safely loaded or the Goods are picked up by HSI.
8.1.4	immediately notify HSI in the event that the Goods are damaged, whereupon HSI may choose to repair the Goods and invoice Lessee for the cost of the repairs and all other expenses arising from the damage;	12.8	Irrespective of the number of Minimum Days, the Lease Charges shall continue to accrue until the Goods are returned to HSI's possession.
8.1.5	not make any alterations to the Goods without the prior written consent of HSI, which consent may be withheld for any reason, or mark or deface the Goods in any way;	13.	INDEMNITY
8.1.6	permit HSI or any person authorized by HSI to inspect the Goods at all reasonable times; and	13.1	Except as expressly otherwise provided, Lessee shall be fully responsible for the Goods until such time as the Goods are picked up by, or returned to, HSI, as applicable, and shall fully indemnify HSI in respect of:
8.1.7	not sell, assign, pledge, mortgage, grant a security interest in, encumber, or otherwise deal with the Goods or any interest therein other than in accordance with Section 9.	13.1.1	any loss or damage to the Goods and all claims made by any person and all liabilities, losses, damages, costs, and other expenses incurred or suffered by HSI as a result of Lessee's use, possession, or sublease of the Goods; and
9.	SUBLEASING	13.1.2	any costs and expenses incurred by HSI either during the term or following termination of the Contract in making good (by repairing or replacing the Goods) any damage caused to the Goods while in the possession and/or control of Lessee or replacing any missing Goods.
9.1	Lessee shall not be entitled to sublease the Goods to a sublessee without HSI's prior written consent, which consent may be withheld for any reason.	13.2	Lessee shall indemnify HSI for any expenses, including, without limitation, attorneys' fees and court costs, incurred in enforcing any rights under the Contract.
9.2	If Lessee subleases the Goods, Lessee shall:	13.3	If Lessee terminates the Contract in accordance with Section 12.1.1, Lessee shall indemnify HSI for all additional charges and all expenses incurred, including, but not limited to, any loss of income and additional charges and expenses incurred, where Lessee's 24 hours' written notice to terminate is not received by HSI on a Monday through Thursday that is a business day, or, if delivered on a Friday, is not received before 11a.m. Eastern time.
9.2.1	obtain the agreement of any sublessee of the Goods to comply with the provisions of these Conditions and to not further sublease the Goods;	13.4	Lessee shall indemnify and keep HSI indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by HSI as a result of or in connection with any breach of the Contract by Lessee and death or personal injury to HSI's employees or agents while such employees or agents are on any premises of Lessee in connection with the Contract. Without limiting the foregoing, Lessee shall indemnify HSI against all claims by any third parties for any claims, loss, damage or expense resulting from the breach by Lessee of any of its obligations under these Conditions, including without limitation, any modification, misuse, or unapproved alteration of, or use of non-approved components with, the Goods.
9.2.2	ensure that the sublease of the Goods terminates immediately on termination of the Contract; and	14.	INSURANCE
9.2.3	be liable for all acts and omissions of the sublessee.	14.1	Lessee shall during the Lease Period:
10.	TITLE AND RISK	14.1.1	maintain in force insurance coverage in the amount of \$5.0 million per occurrence in respect of its potential liability to HSI under the Contract, cause HSI to be listed as an additional insured on such policies of insurance and provide certificates of insurance, in form and substance satisfactory to HSI, evidencing the foregoing. Lessee shall at the request of HSI produce the relevant insurance policies and receipts for the last premiums due for inspection by HSI;
10.1	Title to the Goods shall at all times remain with HSI, and the arrangement evidenced by the Contract is a lease as defined in the UCC. Lessee authorizes HSI to file appropriate UCC lessor/lessee financing statements to give public notice of HSI's retention of ownership of the Goods.	14.1.2	without limiting Section 14.1.1, keep the Goods insured to their full replacement value under a fully comprehensive insurance policy which notes HSI's interest as an additional insured; and
10.2	Except as otherwise provided herein, risk of loss in the Goods shall pass to Lessee:	14.1.3	notify HSI promptly of any loss or damage to the Goods and hold any insurance monies received by Lessee in trust for HSI.
10.2.1	if Lessee picks up the Goods, on HSI completing loading the Goods onto Lessee's vehicle; or	14.2	Lessee irrevocably authorizes HSI to negotiate with its insurers to settle any insurance claim and to receive any insurance monies which HSI shall apply in making good any damage to the Goods, in replacing the Goods with Goods of a similar type, and in compensating HSI for any loss or damage incurred or suffered by HSI. Lessee agrees to pay HSI any shortfall on demand.
10.2.2	if HSI delivers the Goods by third party carrier, on HSI completing loading the Goods onto the third party carrier's vehicle.	14.3	To the extent Lessee fails to maintain insurance or Lessee's insurance does not pay for damage to the Goods or Lessee is liable for indemnity, and HSI's insurance carrier is required to pay for such damage or cover such indemnity, HSI's insurance carrier shall have the a right of subrogation against Lessee.
10.3	Risk of loss in the Goods shall remain with Lessee until:	15.	NOTICES
10.3.1	if Lessee returns the Goods, on HSI's completion of off-loading the Goods from Lessee's vehicle;	15.1	Any notice to be delivered or sent in connection with these Conditions or the Contract may be delivered to HSI or Lessee, as the case may be, as follows:
10.3.2	if HSI picks up the Goods, on Lessee's completion of the loading of the Goods on HSI's vehicle; or	15.1.1	personal service;
10.3.3	subject to Section 7.2.1, if HSI removes the Goods, on HSI completing such removal.	15.1.2	first class U.S. mail, postage pre-paid;
11.	WARRANTIES AND LIABILITIES	15.1.3	fax to the recipient's fax number listed on Rental Agreement and/or Order Confirmation; or
11.1	HSI warrants that it has the right to lease the Goods and will, if provided for under the Contract, install the Goods with reasonable skill and care.	15.1.4	electronic mail to the recipient's email listed on the Rental Agreement and/or Order Confirmation.
11.2	Except as expressly stated herein, HSI makes NO WARRANTY, EXPRESS, IMPLIED BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE GOODS.	15.2	A notice shall be in writing addressed to the addressee at its registered office or principal place of business or as listed on the Rental Agreement and/or Order Confirmation or such other address as may have been notified in writing to the party giving the notice.
11.3	HSI will use its reasonable endeavors to ensure that the benefit of any manufacturer's warranty for the Goods passes to Lessee (where HSI can do so without incurring either cost or expense).	15.3	A notice delivered by first class U.S. mail shall be treated as received at 10:00 am, recipient's time, on the third business day after it is mailed.
11.4	THE FOLLOWING PROVISIONS SET FORTH HSI'S ENTIRE LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, OR OTHERWISE HOWSOEVER ARISING:	15.4	A notice delivered by fax is treated as delivered:
11.4.1	HSI's entire liability for damaged, defective, or non-conforming Goods shall be limited to replacement of such Goods, as set forth in Section 6.2, or, if HSI is unable to timely obtain replacement Goods, Lessee's right to terminate the Contract, as set forth in Section 6.3.	15.4.1	two hours after transmission, if sent before 3:00 pm, sender's time, on a business day; or
11.5	HSI SHALL NOT BE LIABLE FOR ANY INCREASED COSTS, EXPENSES, LOSSES OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, CONTRACTS, REVENUES, OR ANTICIPATED SAVINGS OR ANY TYPE OF SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING DAMAGES OR LOSS SUFFERED BY LESSEE AS A RESULT OF A CLAIM BY A THIRD PARTY) EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR HSI HAD BEEN ADVISED OF THE POSSIBILITY OF LESSEE INCURRING THE SAME OR FOR PERSONAL INJURY.	15.4.2	at 10:00 a.m., sender's time, on the first business day after the date of transmission.
11.6	HSI shall not be liable to Lessee or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of HSI's obligations, if the delay or failure was due to any cause beyond HSI's reasonable control, including (without limitation) flood, fire, accident, transportation delays, strikes, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes, and disruption of supplies or services.	16.	LESSEE'S REPRESENTATIONS AND WARRANTIES
11.7	To the fullest extent permitted by law, under no circumstances will HSI be liable to Lessee for an amount in excess of Lease Charges for any claims, losses, liens, costs, liabilities, causes of action, suits, demands, judgments, obligations, fines, penalties, damages, requirements, violations, and expenses (including without limitation, attorneys' fees, court costs, and costs of investigation) of any nature, kind, or description, whether based in contract, warranty, indemnity, or tort (including negligence and strict liability), of any person or entity, directly or indirectly, arising out of, resulting from or related to the Contract or the Goods.	16.1	Lessee represents and warrants to HSI that Lessee is authorized to enter into the Contract and that Lessee's execution, delivery, and performance of its obligations under the Contract do not conflict with any other agreement to which Lessee is subject or otherwise bound.
12.	TERM AND TERMINATION	16.2	Lessee further represents and warrants to HSI that Lessee is entering into the Contract for commercial purposes and not for personal, family, household, educational, or other consumer purposes.
12.1	Subject to Sections 5.6 and 13.3, Lessee shall be entitled to terminate the Contract:		
12.1.1	at any time prior to delivery or pick-up of the Goods by giving at least 24 hours' written notice to HSI; or		
12.1.2	after delivery or pick-up of the Goods by returning the Goods to HSI or arranging for HSI to pick up the Goods following the expiration of thirty (30) days written notice being received by HSI.		
12.2	HSI shall be entitled to terminate the Contract at any time following the expiration of the Lease Period by giving Lessee thirty (30) days written notice.		
12.3	In addition and without prejudice to any other rights of HSI, whether hereunder or at law, HSI may cancel the Contract or suspend any future deliveries under the Contract without any liability to Lessee if:		
12.3.1	Lessee fails to make any payment when due, breaches any provision of the Contract, or HSI reasonably believes that the Lessee may be insolvent;		
12.3.2	Lessee abandons the Goods or takes any steps to sell or encumber the Goods;		
12.3.3	Lessee has given HSI any untrue statement or false information; or		

17. COMPLIANCE

- 17.1 Lessee shall comply with all relevant laws, including any applicable anti-corruption laws in connection with the Contract and HSI's business and shall immediately notify HSI if it discovers or suspects that any of its officers, directors, employees, or representatives are acting or have acted in a way which violates such laws.
- 17.2 Lessee acknowledges that HSI has a code of responsible business: The Hill & Smith Holdings PLC Code of Business Conduct ("**HS Code of Conduct**"). The HS Code of Conduct, together with HSI's Anti Bribery and Corruption Policy ("**HS ABC Policy**"), are available at www.hsholdings.co.uk and Lessee shall, at all times, conduct, and cause its officers, directors, employees, and/or representatives to conduct, business ethically and in accordance with the relevant provisions of the HS Code of Conduct and the HS ABC Policy, as each may be updated from time to time. This clause shall apply whether or not Lessee is acting pursuant to the Contract or its relationship with HSI.
- 17.3 Lessee agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section 17 at the request of and to the satisfaction of HSI which includes, but is not limited to, HSI having the right to inspect any site involved in work for HSI and requiring Lessee to sign an annual certificate certifying compliance. If Lessee fails to comply with this Section 17, HSI shall be entitled, in its sole discretion, to terminate the Contract and any other agreement between Lessee and HSI without penalty to HSI, but with obligations for Lessee to remedy any damages suffered by HSI as a result of such termination or as a result of the breach of contract.

17 GENERAL

- 18.1 HSI may assign its rights and obligations under the Contract. Lessee may not assign its rights and obligations under the Contract without HSI's prior written consent, which may be withheld for any reason.
- 18.2 No delay or failure by HSI in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by HSI shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by HSI shall be effective unless in writing, signed by a duly authorized officer of HSI.
- 18.3 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part by any competent authority, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 18.4 These Conditions and, to the extent not inconsistent with these Conditions, any HSI Rental Agreement and/or Order Confirmation, constitute the entire agreement between HSI and Lessee concerning the lease and installation of the Goods and replace and supersede any prior arrangement, understanding, warranty, or representation, written or oral. No contrary terms or conditions provided by Lessee shall be of any effect.
- 18.5 HSI's rights are cumulative and in addition to any rights available to it under applicable law and equity.
- 18.6 The Contract shall be governed by the laws of the State of Ohio, and HSI and Lessee parties submit to the exclusive jurisdiction of the state and federal courts sitting in Columbus, Ohio and waive any objection to such courts based on inconvenient forum.
- 18.7 Headings shall not affect the interpretation of these Conditions.