

CONDITIONS UNDER WHICH EQUIPMENT IS RENTED

1. All rental rates are confirmed by Purchase Order.
 - a. Billing terms will be on a 28 day billing cycle.
 - b. Rates are based on (seven (7) day) daily to month basis **EXAMPLE: Monthly rate / 7 days = daily rate**
2. Equipment rental begins at time of rental commitment and ends upon return of equipment to Powko Industries,LLC.; unless other arrangements are made.
3. Rental equipment not returned, whether lost or stolen, will be replaced at current replacement value and charged to customer. Customer's Purchase Order will not be closed until all charges have been billed. **Please allow Five (5) working days after rental return to receive final billing charges.**
4. Rental equipment returned damaged will be repaired and/or replaced and charged to customer. **Customer will be advised of repair/replacement charges within (5) working days prior to final billing.**

Any rental products that are returned to Powko Industries that are not a Powko Industries rental product will not be accepted. **Customer is responsible for returning the original Powko Industries Rental products.** If not, customer will be responsible for replacement costs.
5. Powko Industries shall in no way be deemed or held responsible for any claims of personal injury, liability, shut in (down time), loss of revenue or any other claim which may occur due to mechanical failure or improper operation of its equipment.

EQUIPMENT DELIVERY POLICY:

*All delivery and/or pick up of our rental equipment will be by contract truck lines. Charges will be billed to and paid for by customer directly.

MINIMUM RENTALS - Minimum Rental Apply to the following:

All equipment will have a two (2) day minimum billing charge.

WORKING HOURS:

Store Hours:

Monday through Friday 9:00 a.m. to 5:00 p.m.

*Note – Call out fee of \$ 75.00 will apply on all after hour rentals, including Saturday, Sunday, and holidays.

SERVICE CALLS:

1. There will be a two (2) hour minimum call out on all service calls which do not reflect any fault with our equipment. Charge out rate for service calls will be at \$90.00 per hour.
2. Labor rates:Tech-person Straight time \$60.00 per hour Overtime \$90.00 per hour **NO OFFSHORE SERVICE CALLS**

EQUIPMENT SWAP OUT OR EXCHANGE:

1. In case of a swap out on rental equipment, the rented equipment being swapped out or replaced must be returned to Powko Industries that same day.

RENTAL EQUIPMENT RETURN:

1. Rental equipment may be returned during normal working hours, ONLY.
2. Rental equipment will have to be returned to its respective rental outlet from which it was originally rented.
3. No after hour, weekend or holiday returns of rental equipment.

CLEANING OF EQUIPMENT:

Any cleaning required on returned rental equipment will be charged to customer at \$60.00 per hour for time necessary to properly clean rental unit. Powko Industries will not accept for return any rental products that are contaminated with hazardous material. Customer is responsible for cleaning prior to return. **Rental contracts will stay in effect until rental products are returned free of contaminates.**

CREDIT (TERMS AND COLLECTION OF ACCOUNTS)

1. There is a Five-day approval for opening new company accounts. Major credit cards may be used to secure payments until accounts are opened.

2. **TERMS: 5% ten days-Net 30 days: FIRM**

3. **Cash discounts** will be **voided** out if payments become **15 days late** pass invoice due date.

4. **BILLING: All monthly negotiated rental contracts will be billed in advance.** Final billing will show any service and repair costs along with all other pre-advised charges, cleaning, parts, etc.

5. All delinquent accounts will be subject to a service charge of 1.5 % per month on past due balance.

6. Customers will be responsible for collection fees, attorney fees, court costs, or any expense involved in the collection of account, should it become necessary.