**Terms & Conditions of Rental Agreement**

# PLEASE READ THIS DOCUMENT CAREFULLY – IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Quotation and any supplemental documentation provided by BDB Bridge LLC (“BDB”) to you (“you” and/or “Customer”) hereunder (collectively, this “Agreement”) contain the terms and conditions that apply to the rental of bridging and/or support system components from BDB as described in this Agreement (the “Equipment”). By signing below or accepting delivery of the Equipment, you agree to be bound by and accept this Agreement.

1. The provisions in this Agreement constitute all of the terms and conditions between BDB and Customer. This Agreement may not be altered, supplemented, or amended by the use of any other document(s), except as otherwise agreed to in a written agreement signed by BDB. Any attempt to alter, supplement or amend this Agreement, or to enter a purchase order or similar document for the Equipment, which are subject to additional terms and conditions inconsistent with the terms and conditions contained in this Agreement are null and void and of no legal effect, and are hereby expressly rejected by BDB and, accordingly, Customer's order for the Equipment shall be governed solely by the terms and conditions contained herein.
2. Unless expressly stated elsewhere in this Agreement, rent shall be computed from the date of first delivery and will continue until all Equipment is returned to BDB yard located at 587 Gremar Road - Nazareth, PA 18064 or an off-hire number is issued (if applicable), whichever occurs first. In the event that any circumstances arise which might prevent the use of the Equipment, cause unanticipated delays in the use of the Equipment, or make the Equipment unusable or unnecessary for any period of time, there will be no abatement of rent for any such delay and you acknowledge and agree that you remain responsible for the full rental charge for the time period described herein.
3. Customer is responsible for return haulage unless noted otherwise hereto; if the Agreement provides for return haulage, you must provide no less than two (2) business days of notice of the termination of your use of the Equipment in order to allow sufficient time for transportation arrangements to be made.
4. This Agreement does not include, and BDB has no responsibility hereunder regarding, the unloading or loading of the Equipment from or onto trucks at the job site, or the assembly, installation, removal or dismantling of the Equipment. You acknowledge and agree that you will be solely responsible for the assembly, installation, maintenance, use, removal and dismantling of the Equipment in conformity with industry-standard safe practice and as detailed in the job-specific drawings and/or printed instructions issued by BDB to you, if applicable. You also acknowledge and agree that you will assemble, install, maintain, use, remove and dismantle the Equipment in compliance with the requirements of all laws and all federal, state and local codes, ordinances and regulations. You acknowledge that BDB has not and will not seek or obtain permitting that may be required under any federal, state and local codes, ordinances and regulations. In order to assure proper fit, safety and compliance with the foregoing requirements, you shall not intermingle, connect or use the Equipment with components not specifically supplied by BDB under this Agreement except as specifically required for the safe and correct use of the Equipment. The Equipment may not be moved from one job to another, nor may the Equipment be loaned or leased to any third party without BDB's express written consent.
5. You must inspect the Equipment upon receipt and notify BDB within two (2) business days of any defective Equipment. You agree to provide for and/or arrange, within twenty-four (24) hours of BDB's request, suitable access to the job site in order for BDB representative(s) to inspect the Equipment. You may not engage in any effort to repair any damaged or defective Equipment without specific prior approval from BDB as you will be responsible for any resulting damage to the Equipment and any and all cost associated to repair same.
6. It is agreed you will assume all responsibility for the Equipment while it is in your possession, and you hereby agree to indemnify and hold BDB, its directors, officers, employees and agents, harmless from and against any and all claims, liabilities, damages, losses, costs, expenses and fees as a result of any claim or cause of action brought against any of the foregoing that arises out of, relates to or results from your use of the Equipment, including without limitation, anticipated and actual site conditions, the specifications or set of specifications you supplied to BDB regarding your intended use of the Equipment, or the assembly, installation, removal or dismantling of the Equipment. Without limiting the foregoing, you expressly acknowledge that BDB shall not be liable for, and you assume all risk of, inaccurate or unsuitable specifications, site conditions or information provided, selected or designated by you or any third party.
7. If BDB provides the services of a technician as an advisor at the job site, the technician's role is limited to providing to your specifically-designated representative assistance regarding the safe and proper assembly, installation and use of the Equipment, using the instructions provided with the Equipment and any job-specific design drawings issued by BDB; the technician's assistance may not be substituted for your own expertise (and/or the expertise provided by any third party) concerning the safe and proper assembly, installation, maintenance, use, removal and dismantling of the Equipment and, accordingly, you are solely responsible for the safe and proper assembly, installation, use, removal and dismantling of the Equipment not withstanding any services provided by such technician. Any additional technician time (portal-to-portal) beyond that stated in the quotation shall be billed at a rate of $150/hour plus direct expenses.
8. Upon completion of your use of the Equipment, it is to be returned to BDB complete and in the same condition as delivered, ordinary wear and tear excepted. You will pay for any whole or part of the Equipment that is lost or damaged by any cause whatsoever (excepting ordinary wear and tear), including, but not limited to, the cost of repairing or replacing the lost or damaged Equipment. Your responsibility for any and all loss or damage to the Equipment includes, but is not limited to, loss and/or damage which may be caused, in whole or in part, by the acts or omissions of any third party hired or contracted to assemble, install, handle, maintain, remove or disassemble the Equipment.
9. Subject to prior review and approval of your credit application, 15% deposit is due upon acceptance of quotation, 15% due upon initial delivery of equipment, balance invoiced on a monthly basis thereafter spread evenly over the minimum rental period under NET30 terms, unless otherwise specified. Unpaid balances over sixty (60) days will be subject to interest at a periodic rate of one percent (1%) per month, or if such rate is prohibited under applicable law, then at such maximum rate as is permitted under applicable law. BDB Bridge LLC is registered in the Commonwealth of Pennsylvania which is subject to 6% sales tax applied to all in state billables to the Customer. Prompt payment is expected, as such, we will not accept delay in payment caused by, related to or conditioned by receipt by you of payment from, a third party. Customer shall pay all costs, including reasonable attorney's fees, incurred by BDB in connection with the collection of Customer's past due accounts.
10. BDB warrants only that the Equipment and any job-specific design drawings issued by BDB hereunder shall be substantially in accordance with the site conditions descriptions, specifications or set of specifications you (or any third party on your behalf) supplied to BDB regarding the intended use of the Equipment. You acknowledge that BDB expressly disclaims any warranty, and shall not be liable for, and Customer assumes all risk of, inaccurate or unsuitable specifications, site conditions or information provided, selected or designated by you or any third party. BDB will furnish replacement parts or repair any parts that prove to be defective when used under normal conditions and service and in accordance with this Agreement (including any drawings and/or printed instructions issued by BDB in connection herewith). This shall constitute the sole and exclusive remedy for a breach by BDB of any and all warranties, and you hereby expressly waive all other remedies. **BDB HEREBY DISCLAIMS ALL WARRANTIES NOT OTHERWISE SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY OR INFORMATION CONTENT.**  **YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE RENTAL OF THE EQUIPMENT, BDB IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE RENTAL OF THE EQUIPMENT UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL BDB, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS OR LOSS OF BUSINESS, EXTRA LABOR COSTS, BACKCHARGES, OFFSETS AND LIQUIDATED DAMAGES) ARISING FROM THE RENTAL OF THE EQUIPMENT, WHETHER RESULTING FROM THE USE, BREAKDOWN OR MALFUNCTIONING OF THE EQUIPMENT OR ANY OTHER THIRD-PARTY EQUIPMENT ON SITE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF BDB OR ANY OTHER PARTY, EVEN IF BDB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS BDB'S ABILITY TO DISCLAIM ANY WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW.** BDB shall not be liable for any damage or penalty for delays in delivery or for non-delivery of the Equipment, in whole or in part, caused by the occurrence of any event beyond the control of either BDB or its suppliers, including without limitation acts of God, acts or omissions of Customer, acts of civil or military authorities, government regulations or fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of BDB's suppliers, failure of or delay in furnishing correct or complete information by Customer with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this Agreement shall not be void or voidable as a result of any such delay.
11. BDB must be notified immediately, in writing, prior to any change in work, extra work, or change in job or site circumstances that may potentially involve changes in the intended use of the Equipment or any deviation from the job-specific design drawings issued by BDB, Customer, or third party. You agree not to effect any change as described in this paragraph without first obtaining BDB's express written consent. BDB is not responsible (for damages or otherwise) for your breach of or failure to adhere to any the foregoing.
12. Ownership of, and all rights with respect to, the Equipment and any additional goods or services provided by BDB hereunder, including all creative ideas incorporated therein, all preliminary materials, sketches, layouts, tooling, molds, dies, negatives, photographs, designs, blueprints or specifications relating thereto is vested exclusively in BDB, and the foregoing and any information derived therefrom or otherwise communicated by BDB to Customer shall be regarded as strictly confidential and shall not, without the written consent of BDB, be provided to or disclosed to any third party (except solely for purposes of the assembly, installation, maintenance, use, removal and dismantling of the Equipment, and such third-party shall deemed subject to the foregoing confidentiality restrictions); provided, however, that the foregoing shall not apply to plans, drawings, designs and specifications supplied by Customer to BDB. Regarding any engineering or other drawings provided to you by BDB, any use of the said drawings by any party which is inconsistent with the terms and conditions of this Agreement is expressly prohibited. BDB expressly reserves its copyright and all intellectual property and other rights in the drawings. No portion of the drawings are to be reproduced, changed or otherwise used in any form or manner whatsoever which is inconsistent with this Agreement nor are they to be deemed assigned to any person or entity without obtaining the express prior written permission and consent of BDB. You agree to indemnify and hold BDB, its employees, officers, directors and agents, harmless from and against any and all damages which arise out of or in connection with any violation of the foregoing.
13. You shall carry insurance on the full replacement value of the Equipment (said policy to be extended to cover rented and borrowed equipment), against loss by fire, theft and other insurable hazards, with BDB designated as an “Additional Insured” or “Loss Payee” on any such policy and that any Boom or Overload Exclusion is deleted. In addition, Customer agrees to obtain and maintain Commercial General Liability (CGL) coverage with limits of $1,000,000 each occurrence and $2,000,000 aggregate and name BDB, its employees, officers, directors and agents as additional insureds on a primary and non-contributing basis and shall waive all rights of recovery and subrogation against BDB, its employees, officers, directors and agents. Customer shall provide a Certificate of Insurance evidencing the coverage required in this section prior to using the equipment. Carrying such insurance shall not relieve you of responsibility for safe keeping of the Equipment or liability for loss or damage thereto. In addition, you shall carry public liability and property damage insurance and shall hold BDB, its employees, officers, directors and agents, harmless from and against any and all damages, liability, loss or expense on account of injury to persons, including death, or damage to property, in the event such injury, death or damage arises out of, in whole or in part, your acts or omissions or the acts/omissions of your subcontractors, employees, agents, or third parties. In lieu thereof, Customer may purchase a damage waiver from BDB whereby in consideration for payment of the charge stated on the face of this form, Customer agrees to waive any and all claims for damage to the equipment itself, unless such damage was caused by the intentional or reckless conduct of Lessee in the maintenance, operation or use of the equipment of the use of such equipment in violation of any term of this agreement.
14. In case of default of any installment of rent when due, or the failure to take delivery hereunder, or upon the breach of any other condition of this Agreement, or if BDB shall deem the Equipment to be in jeopardy, or if a petition in bankruptcy, insolvency or reorganization is filed by or against you, or if you make an assignment for the benefit of creditors, or if there occurs a material adverse change in your financial condition, we may exercise and shall be entitled to any one or more of the following remedies or any other remedy provided at law or in equity: (a) the full amount of rent then unpaid hereunder shall become due and payable; (b) without notice or demand and without legal process, we may make entry and take possession of the Equipment wherever it may be located;

(c) to recover all rents and other monies due and to become due hereunder including, but not limited to, payment for all engineering or other work performed; and (d) any other legal or equitable remedies. You hereby waive any and all damages occasioned by any self-help or repossession of the Equipment by BDB or its authorized representative(s). Upon default, all of your rights in the Equipment shall terminate absolute, but you shall not be released from your obligations until the full amount of rental unpaid and all other monetary obligations to BDB have been paid in full.

1. Engineering: all iterations beyond the first resubmittal and/or analysis of existing substructure and/or support of excavation will be billed on a T&M basis as follows: $100/hr CADD, $152/hr Engineer, $185/hr Senior Engineer, $200/hr Principal Engineer. Third party review is excluded. Ground pressures are assumed to be adequate to bear the capacities of the proposed support & transport methods. The plan implied herein is subject to change based upon equipment availability, site conditions and final design review.
2. You hereby submit to the jurisdiction of the state courts of The Commonwealth of Pennsylvania and the United States District Court for the District of Pennsylvania, and agree to subject all of your property to attachment in execution and enforcement of any judgment BDB may obtain against you pursuant to this Agreement to the extent not otherwise prohibited by law. You further agree that to the extent not otherwise prohibited by law, venue is proper in any state court of The Commonwealth of Pennsylvania and in the United States District Court of Pennsylvania. You hereby waive personal service of process and agree that a Summons and Complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction once served by registered or certified mail, return receipt requested. **YOU HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY SUIT, ACTION OR PROCEEDING BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.**

 CUSTOMER:

CUSTOMER REP. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (PRINT NAME) BDB REP. :

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Please return signed agreement to BDB Bridge LLC, 587 Gremar Road, Nazareth, PA 18064 or send via email to admin@bdb-bridge.com