

Terms and Conditions of US Domestic Rentals

1. **Sole Applicable Terms.** Customer acknowledges and agrees that, except to the extent Customer shall have objected to a specific term or condition herein in a writing executed by an executive officer of Customer and delivered to and actually received by Continental Resources, Inc. (ConRes) not less than five (5) business days prior to the earlier of (i) actual delivery of the goods, or (ii) scheduled delivery of the goods, the terms and conditions hereinafter set forth shall, together with the terms as to type and quantity of rented goods, rental fee and rental term set forth on the reverse side or in the accompanying ConRes quotation or invoice, constitute the entire, final and sole contract and agreement (“Agreement”) between ConRes and Customer with respect to the rental or lease by Customer from ConRes of the goods, notwithstanding any additional or conflicting terms contained in any prior, contemporaneous or subsequent Customer notice, communication, acceptance, statement, document, purchase order, confirmation, facsimile or electronic mail transmission, unless such Customer term is set forth in a written agreement, made following such Customer objection and executed by an executive officer of ConRes, specifically acknowledging and agreeing to a modification or waiver by ConRes of a particular term or condition herein. Customer acknowledges and agrees that ConRes’s approval and acceptance (if at all) and, if approved and accepted, performance, of any Customer rental order is made in reliance on Customer’s agreements in this Section 1. These terms and conditions shall apply to and govern all Customer rental orders for ConRes goods. Any variation or deviation by ConRes from any of the below terms and conditions shall operate solely as a one-time waiver of such term or condition by ConRes and shall not constitute or evidence a custom or course of dealing between ConRes and Customer contrary or in addition to such term or condition.
2. **Contract Formation.** Customer agrees that each contract for the rental or lease by Customer of goods from ConRes shall be deemed to have been entered, made and formed in the jurisdiction of ConRes’s headquarters, the Commonwealth of Massachusetts notwithstanding the locus of Customer or of any agent or representative of Customer or of ConRes.
3. **Delivery; Risk of Loss; Title.** **ConRes shall effect delivery to Customer of all rented and leased goods by ConRes’s delivery thereof to the carrier selected by ConRes at ConRes’s Nashua, New Hampshire warehouse. Upon such delivery to carrier, risk of loss to the rented or leased goods shall pass to Customer, but title to all rented and leased goods shall at all times remain solely and exclusively with ConRes.** Customer shall be solely responsible for and shall reimburse ConRes for all costs of delivery to carrier and all carriage paid or incurred by ConRes in connection with delivery of the goods to Customer and transport of such goods to ultimate Customer destination, including, but not limited to, costs of packing, loading, unloading, reloading, carriage, handling, warehousing and other storage, and insurance.
4. **Rental Term; Requirements on Expiration; Carryover.** The term of Customer’s rental or lease commences on the date of ConRes invoice and continues through the minimum term stated therein and until all rented and leased goods are returned to ConRes’s Nashua, New Hampshire facility at Continental Resources, Inc., 175 Ledge St. Suite 1, Nashua, NH 03060-3014 Attn: Receiving. Customer shall not be entitled to cancel or terminate the minimum rental term prior to its expiration. If Customer returns the rented goods to ConRes prior to the end of the minimum rental term, Customer shall be obligated to pay concurrently therewith the full amount of the monthly rental fee multiplied by the number of months and fractions thereof remaining in the rental term, and Customer’s failure to do so shall constitute a material breach of this Agreement by Customer. If Customer shall not (a) notify ConRes in writing at least thirty (30) days prior to the scheduled expiration of the then-current rental term, and (b) deliver all rented goods back to ConRes in accordance with the requirements of this Agreement within five (5) days following such scheduled expiration, then the lease shall carry over for successive 30-day periods at one hundred fifty percent (150%) of the monthly rental fee in effect as of immediately prior to such scheduled expiration until such conditions are complied with by Customer.
5. **Maintenance and Repair during Rental Term; Returns.** Customer shall be solely responsible at its sole expense for performing or causing to be performed all necessary maintenance, calibrations and repairs of and to the rented goods. Customer shall return all rented goods to ConRes in good operating and cosmetic condition, ordinary wear and tear excepted (subject to the first sentence of this Section 5). **Customer shall return all goods to ConRes by delivery at Customer’s sole expense to ConRes’s Nashua, New Hampshire address given in Section 4 above (or to such other address as ConRes shall have notified Customer of in writing).** Risk of loss of rented goods shall not pass back to ConRes until ConRes’s actual receipt thereof at such Nashua, New Hampshire (or other) address. The ConRes will not accept return of rented goods, whether pursuant to a Customer warranty claim or otherwise, prior to the expiration of the then-current rental term unless authorized by ConRes in its sole discretion in a written “Authorization of Return Material” prior to return shipment, which shipment must be made in accordance with ConRes’s instructions.
6. **Payment; Taxes and Duties; Currency.** Unless otherwise agreed to in writing between the parties, ConRes’s fees for rented goods are due and payable monthly, in advance, on the first day of each thirty (30) day period during the rental term. All ConRes invoiced charges are due and payable in full on the thirtieth (30th) day following date of ConRes invoice. Interest at the rate of 1 ½% per month, or the maximum rate permitted by law, whichever is less, will be computed on and added to any monthly rental payment not made when due and on the unpaid balance on all ConRes invoiced charges not paid on or before due date. ConRes rental fees do not include any bank charges, delivery charges described in Section 3 above, sales, excise or other taxes, duties, customs, levies, and/or imposts imposed, assessed or levied by any government or subdivision thereof on ConRes’s rental and delivery of goods to Customer, all of which (excluding taxes based solely on ConRes’s net income) shall be

paid by Customer or, if paid by or collected from ConRes for the account of Customer, shall be reimbursed by Customer promptly following written demand. All payments of Customer to ConRes shall be made in United States Dollars.

7. Limited ConRes Warranty. ConRes warrants to Customer (and only to Customer) that all rented goods delivered to Customer shall operate in accordance with the manufacturer's published specifications upon delivery to Customer in accordance with Section 3 above. Any claim by Customer for nonconformity of any rented good to such warranty must be made by Customer in writing within three (3) business days following actual receipt of such good by Customer from carrier. If Customer does make such a claim within such period, ConRes's sole obligation shall be to repair or replace, in ConRes's sole discretion and at its sole expense, such nonconforming good with a conforming good. The foregoing states the entire obligation and liability of ConRes for Customer warranty claims. EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION 7, CONRES MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER RESPECTING ANY GOODS RENTED TO CUSTOMER, AND CONRES HEREBY DISCLAIMS ALL IMPLIED WARRANTIES (WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE) WITH RESPECT TO ALL SUCH GOODS RENTED TO CUSTOMER, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONRES DOES NOT WARRANT THAT USE OF THE RENTED GOODS BY CUSTOMER WILL BE UNINTERRUPTED OR ERROR FREE, OR ARE SUITABLE TO CUSTOMER'S INTENDED USE.
8. Limitation of Liability. NOTWITHSTANDING ANY PROVISION HEREIN OR IN ANY OTHER WRITING OR COMMUNICATION OF OR BETWEEN CONRES AND/OR CUSTOMER TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL CONRES BE LIABLE TO CUSTOMER OR TO ANY PARTY CLAIMING BY OR THROUGH CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFIT, BUSINESS INTERRUPTION OR THIRD PARTY CLAIMS), REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CONRES HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES (AND INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH CLAIMS OF PERSONAL INJURY OR DEATH), AND CUSTOMER HEREBY AGREES THAT IT IRREVOCABLY WAIVES ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION IT HAS OR MAY IN THE FUTURE HAVE FOR SUCH DAMAGES UNDER ANY APPLICABLE LAW, STATUTE, RULE, REGULATION OR JUDICIAL DECISION; AND (B) CONRES'S TOTAL MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER IN TORT, CONTRACT, STATUTE OR OTHERWISE (AND INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH CLAIMS OF PERSONAL INJURY OR DEATH), ARISING UNDER THIS AGREEMENT OR RESPECTING ANY GOODS RENTED OR DELIVERED (OR AGREED TO BE RENTED OR DELIVERED) TO CUSTOMER BY CONRES OR ANY ACTION OR OMISSION OF CONRES IN CONNECTION THEREWITH SHALL NOT EXCEED THE AGGREGATE OF THE RENTAL FEE PAYMENTS ACTUALLY PAID BY CUSTOMER TO CONRES FOR SUCH GOODS.
9. Governing Law; Arbitration; Venue. This Agreement and its formation and interpretation, disputes concerning any

Customer order or rental (whether pursuant to this Agreement or otherwise), and otherwise the relationship of the Customer and ConRes, all shall be governed by, and interpreted and enforced in accordance with the internal domestic laws of the Commonwealth of Massachusetts, without reference to its choice or conflict of laws provisions. Without limiting the generality of the preceding sentence, Customer and ConRes expressly disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. In the event that any term, condition or provision of this Agreement conflicts with, or is inconsistent with, any term, condition or provision of Uniform Commercial Code Article 2A as then enacted in the Commonwealth of Massachusetts, the term, condition or provision of this Agreement shall govern, or, in the case of an inconsistency, the applicable term, condition or provision of such UCC Article 2A shall be applied in such a manner as to be consistent with such term, condition or provision of this Agreement. Any dispute between Customer and ConRes concerning this Agreement, ConRes goods delivered to Customer, a Customer order or otherwise, other than any action by ConRes for nonpayment, shall be resolved only by submitting such dispute to binding arbitration in accordance with this Section 9. Arbitration hereunder shall be conducted in Boston, Massachusetts, in accordance with the rules and procedures then in effect of the American Arbitration Association, subject to the requirements of this Section 9. Arbitration shall be conducted by a panel of three (3) arbitrators, with each party selecting one arbitrator and the third selected by the first two. The decision of a majority of the arbitrators shall constitute the decision of the panel, shall be final and binding upon the parties for all purposes, and may be entered for enforcement in any court or tribunal of competent jurisdiction. The fees and expenses of any arbitration hereunder shall be borne equally by the parties (except that each party shall solely bear all fees and disbursements of its legal counsel, experts and witnesses); provided, that the prevailing party in any such arbitration shall be entitled to recover, and the arbitral panel shall so award to such prevailing party, all of such party's fees, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the investigation, preparation, prosecution and/or defense of its case in such arbitration. The foregoing arbitration provisions shall not prevent ConRes from obtaining injunctive or other equitable relief from any court or tribunal of competent jurisdiction where such a remedy is appropriate in the circumstances. ConRes shall not be liable to Customer in any respect or in any amount for any Customer claim or cause of action made, asserted, brought or commenced against ConRes more than one (1) year (or such shorter period as permitted by applicable law) after such claim or cause of action accrues. ConRes may (but shall not be required to) bring any action for nonpayment in the appropriate federal or state courts located in Middlesex or Suffolk County, Commonwealth of Massachusetts, and Customer hereby submits to the personal jurisdiction of such courts for such purpose. Customer hereby appoints and constitutes the Secretary of the Commonwealth for the Commonwealth of Massachusetts as Customer's agent for service of process in connection with any such action by ConRes. The prevailing party in any such action brought by ConRes shall be entitled to recover its reasonable attorneys' fees and disbursements incurred in connection therewith.

10. Force Majeure. ConRes shall not be liable to Customer for any delay in ConRes's performance of, or ConRes's inability to perform, any of its obligations to Customer by reason of any cause beyond the then-actual control of ConRes, including, without limitation, acts of God, terrorism or the public enemy, fire, flood or other casualty, war, riot, embargo, strike or other labor unrest; interruption of supply, electric or other utilities, or manufacturing capacity, or transportation shortage.
11. ConRes Remedies Upon Customer Default. In the event that Customer fails to make any payment to ConRes as and when due, or fails to return all rented goods to ConRes at the time or in the manner or condition required hereby, or otherwise breaches this Agreement and such other breach, if capable of cure, continues for more than ten (10) days following ConRes's written notice thereof, then in addition to any and all other remedies ConRes has or may have in respect thereof hereunder, at law or in equity, ConRes may in its sole discretion, either itself or by an agent or representative of ConRes, enter upon Customer's premises without prior notice to Customer and repossess all rented goods without obligation or liability to Customer therefor. Any and all ConRes costs (including, but not limited to, reasonable attorneys' fees and disbursements) incurred in connection with the exercise by ConRes of any such remedies shall be reimbursed by Customer promptly following written demand.
12. Compliance with USA Export Law. Customer agrees that it shall not export any goods purchased from ConRes outside of the United States of America except in compliance with the US Export Administration Regulations.
13. No Assignment. Without the prior written consent of ConRes, which may be given or withheld by ConRes in its sole discretion, Customer shall not assign or transfer any rented goods, this Agreement or any of Customer's rights or obligations hereunder to any other person or entity, and any such transfer or assignment without such prior written ConRes consent (including, but not limited to, a transfer or assignment by operation of law) shall be *void ab initio* and without force or effect.

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