

STANDARD TERMS AND CONDITIONS OF LEASE AGREEMENT

1. **LEASE TRANSACTION.** SteelSafe hereby leases to Customer and Customer hereby leases from SteelSafe the SteelSafe™ equipment specified on the lease confirmation sheet in accordance with the terms set forth in this Agreement. Reference is made to the lease confirmation sheet with respect to the identification of, the lease term of, and the rental and other charges with respect to the equipment covered thereby.
2. **DELIVERY AND INSTALLATION.** Customer warrants that the Site will have a safe access, with enough room for the delivery truck to pull out, free from encumbrances, and be level, with soil bearing pressure in excess of 2,500 PSI. **STEELSAFE ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE.** SteelSafe will install the Equipment in compliance with the terms of the site waiver document unless otherwise provided of in the scope of work contained in SteelSafe's quotation or proposal. Customer, at its cost, will obtain any and all licenses, titles, and permits, other than Equipment transportation, and any other approvals and certificates as may be required by law or otherwise for the installation, placement and occupancy of the Equipment.
3. **TAXES.** Customer agrees to pay SteelSafe any applicable state and local sales taxes, personal property tax, any other taxes and or fees applicable to the installation and rental of the Equipment.
4. **TIME OF PAYMENT.** Any amount not paid within twenty (20) days of the due date set forth on SteelSafe's invoice will be subject to a late charge of one and one-half percent (1-1/2%) per month (or the highest rate permitted by law), with a minimum charge of twenty five dollars (\$25.00) per month, until such invoice is paid in full.
5. **NO TRANSFER OF TITLE.** This transaction is a lease as defined by the Uniform Commercial Code and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment. Customer acknowledges that the Equipment is personal property and shall not, at any time, constitute real property, an improvement thereon or a fixture.
6. **LIMITATION OF WARRANTIES.** During the lease term SteelSafe will repair or in its sole discretion replace, including material and labor, pending receipt of written notification from Customer, any structural component of the Equipment found to be defective and having an adverse impact on the operation and use of the Equipment, excepting for such defects attributable to Customer misuse/abuse/neglect. **Except as stated above, all other warranties of any kind, including specifically any express or implied warranty of merchantability and/or fitness for purpose other than commercial storage space are hereby excluded**
7. **MAINTENANCE.** Customer will not move or in any way modify the Equipment without prior written consent from SteelSafe. Notwithstanding any such consent, Customer is liable, upon termination of the Lease, for the cost of restoration of the Equipment to its original specification. This is an absolute net lease. Customer is solely responsible for repairs of the Equipment and removal of snow from and about the Equipment. At its sole cost, Customer will keep the Equipment at all times in good repair and operating condition, subject to ordinary wear and tear, free of any and all liens and encumbrances and will maintain Site grading to ensure proper water diversion from the Equipment. Customer is solely responsible for damage due to settling.
8. **WAIVER OF DAMAGES.** Under no circumstances shall SteelSafe be liable to the Customer for any special, incidental or consequential, damages resulting from this lease, including, but not limited to, loss of business or profits.
9. **EXCUSABLE DELAY.** SteelSafe shall not be liable for any delay in delivering, installing or removing the Equipment or providing applicable services, resulting from but not limited to, acts of God, acts or delays of Customer, Customer's subcontractors, property owner, fires, strikes, labor disputes, war, acts of terrorism, civil commotion, acts or restrictions of any government, or other causes beyond the control of SteelSafe.
10. **INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment immediately upon arrival at the delivery site and provide immediate written notice to delivery driver specifying defects, if any, which Customer observes. If Customer fails to provide such notice prior to the driver leaving the delivery site, it shall be conclusively presumed that Customer has inspected the Equipment and it is in conformance with this Agreement and has been accepted by Customer.

- 11. INSURANCE AND INDEMNITY** At its sole expense, Customer will procure and keep in full force and effect, from the initial delivery date until the removal of all Equipment the following policies of insurance (i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, written on an Occurrence Form, including coverage for premises, operations, contractual liability, broad form property damage and independent contractors, naming SteelSafe as an additional insured. (ii) Commercial Property Insurance protecting against loss and damages, at the full Insurance Value, sustained or suffered due to any loss of or damage to the Equipment as a result of any peril or casualty, including flood, naming SteelSafe Storage Solutions LLC as a loss payee. **In lieu of providing the above stated insurance Customer may, for an additional monthly fee, enroll in SteelSafe's Optional Damage Waiver program.** Customer shall indemnify and save SteelSafe harmless from any and all costs, loss, expense and liability related to Customer's obligations under this Agreement and Customer's use, possession and occupancy of the Equipment.
- 12. DEFAULT** If Customer defaults in any of its obligations under this Lease and fails to cure such default within fifteen (15) days of written notice, SteelSafe may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer all amounts so paid, including reasonable attorneys' fees, for SteelSafe to enforce any of Customer's obligations, or any of the terms and conditions of this Agreement, or any of its rights and remedies existing at law or in equity. Further, in the event of a default that is not cured upon fifteen (15) days of written notice, Customer hereby irrevocably authorizes SteelSafe and/or its hauling agent to enter the site where the equipment is located and at customers cost, cut any locks and remove contents and set them outside the container and load the container and remove it from the site. In addition to the other indemnifications provided for in this agreement, Customer shall also indemnify SteelSafe with regard to any damage to the contents removed. All costs associated with a recovery of the equipment as a result of any default shall be paid by Customer.
- 13. TERMINATION.** Subsequent to the delivery of the Equipment, Customer has no right to terminate this Lease prior to the expiration of the Minimum Lease Period or any renewal or extension thereof (If any). Acceptance of Equipment return before expiry of the Minimum Lease Period or any renewal or extension does not constitute a release of Customer's rental obligations. In the event Customer terminates this Lease prior to the delivery of the Equipment, Customer further unconditionally agrees to pay a cancellation charge equal to the remaining payments for the Minimum Lease Period plus any applicable charges for other services completed by SteelSafe. Prior to Equipment return, Customer will, at its sole cost, remove all personal property and vacate the Equipment. SteelSafe will not be liable for any personal property left in or on the Equipment, and such property shall be deemed abandoned. Under all events of termination, Customer is responsible for Equipment return delivery, demobilization and damage repair charges.
- 14. GOVERNING LAW.** This Agreement and its performance shall be governed exclusively under the laws of the Commonwealth of Pennsylvania. The Parties agree that venue for any dispute relating to or arising from this Agreement shall lie in Lancaster County, Pennsylvania, and any lawsuit or litigation shall be brought in the courts having situs in Lancaster County, Pennsylvania. At Sellers sole option, if any claim involves less than \$12,000, this agreement may also be enforced at the District Justice of jurisdiction at Sellers office location at 480 Running Pump Road, Lancaster PA or at the Buyers location. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT. BUYER AUTHORIZES SELLER TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING ANY SUCH CLAIM.**
- 15. ASSIGNMENT.** Customer shall not assign or transfer this Agreement or any part hereof without the prior written consent of SteelSafe.
- 16. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between SteelSafe and Customer. SteelSafe's offer to lease the Equipment to Customer is expressly limited to acceptance of the terms hereof. SteelSafe shall not be responsible for any terms or conditions that may be part of Customer's contract with its client or as contained in any Customer document, irrespective of any signature by SteelSafe. The failure by SteelSafe to enforce at any time, or for any period of time, any one or more of the terms of this Agreement shall not be a waiver of such terms and conditions or of SteelSafe's right thereafter to enforce each and every term and condition contained herein. Sections 2, 4, 7, 10, 12, 13 and 14 shall survive termination of the Agreement.