

# STARLITE'S STANDARD TERMS & CONDITIONS OF RENTAL

(EFFECTIVE JULY 19, 2017)

THESE TERMS AND CONDITIONS SHALL CONCLUSIVELY BE DEEMED ACCEPTED AND BINDING ON THE CUSTOMER, UPON DELIVERY (AS THAT TERM IS DEFINED HEREIN) OF THE EQUIPMENT, REGARDLESS OF WHETHER THE CUSTOMER HAS SIGNED THE RENTAL AGREEMENT. STARLITE AND CUSTOMER AGREE THAT THIS AGREEMENT SHALL APPLY TO ANY RENTAL OF EQUIPMENT FROM STARLITE TO THE CUSTOMER OCCURRING ON OR AFTER THE DATE OF THIS AGREEMENT EVEN THOUGH THE SPECIFIC EQUIPMENT, DURATION OF RENTAL AND/OR PRICE FOR THE RENTAL MAY VARY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE TO APPLY TO ALL FUTURE RENTAL TRANSACTIONS BETWEEN THEM, WITHOUT NECESSITY OF EITHER PARTY EXECUTING A NEW RENTAL AGREEMENT. STARLITE RESERVES THE RIGHT AT ANY TIME TO MODIFY THIS AGREEMENT AND TO IMPOSE NEW OR ADDITIONAL TERMS AND CONDITIONS, AND THE TERMS AND CONDITIONS IN EFFECT AT THE TIME OF EACH NEW ORDER OR DELIVERY SHALL BE THOSE ON STARLITE'S WEBSITE AT THE TIME OF SUCH ORDER OR DELIVERY.

**1. DEFINITIONS:** In this Agreement, the following words and expressions have the following meanings:

**"Starlite"** means Starlite Productions International, Inc. with offices at 9 Whittendale Drive, Moorestown, NJ 08053, USA.

**"Customer"** means the person, firm or entity whose details are set out in Starlite's Rental Order who is renting the Equipment and includes any of its representatives, officers, employees or agents who are jointly and severally liable for performance of the Customer's obligations under the Agreement.

**"Equipment"** means any property, apparatus, material or equipment (including software, all accessories supplied either as part of a kit or as standard with the main unit) as set out in Starlite's Order together with all cases, replacements, repairs, additions, attachments thereto and all future Equipment rented, which has been prepared by Starlite and approved by Customer.

**"Delivery"** shall be deemed to have occurred upon the earliest of (i) The date of shipment of the Equipment covered by the Agreement from the point of shipment; or (ii) Receipt of Equipment by Customer, Customer's Agent or Shipper.

**"Return"** shall be deemed to have occurred only at such time as the Equipment is returned to Starlite's facility during Starlite's regular business hours and Starlite shall have accepted the same, unpacked the Equipment from its shipping container, inspected and determined the Equipment to be in good working order and condition by a Starlite employee (even if Customer hires Starlite to transport the Equipment).

**2. DIFFERING TERMS:** THESE TERMS AND CONDITIONS APPLY TO THE EXCLUSION OF ANY OTHER TERMS THAT THE CUSTOMER SEEKS TO IMPOSE OR INCORPORATE, OR WHICH MAY BE IMPLIED BY TRADE, CUSTOM, PRACTICE OR COURSE OF DEALING. IF ANY PURCHASE ORDER OR OTHER CORRESPONDENCE SUBMITTED BY CUSTOMER AT ANY TIME CONTAINS ANY TERMS OR CONDITIONS WHICH ARE DIFFERENT, CONTRARY, OR IN ADDITION TO THESE TERMS, SUCH TERMS ARE HEREBY EXPRESSLY OBJECTED TO AND REJECTED BY STARLITE AND SHALL BE WHOLLY INAPPLICABLE TO ANY RENTAL MADE OR SERVICES PERFORMED HEREUNDER, AND SHALL NOT BE BINDING IN ANY WAY ON STARLITE. STARLITE'S FULFILLMENT OF ANY PURCHASE ORDER SHALL NOT BE CONSTRUED AS ASSENT TO ANY OF THE TERMS AND CONDITIONS PROPOSED BY CUSTOMER, AND SHALL NOT CONSTITUTE A WAIVER BY STARLITE OF ANY OF THE TERMS CONTAINED HEREIN.

**3. AGENCY:** Each person executing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. The execution hereof by an agent of Customer shall conclusively establish the authority of such agent to contract herein unless Starlite receives written notification to the contrary prior to the loading of the Equipment for transit.

**4. ACCEPTANCE:** The Customer shall inspect each item of Equipment prior to taking possession thereof, and Customer shall only accept delivery of the Equipment if Customer determines that the Equipment is in agreement with Starlite's Rental Order, it is in good working order and repair, and it is suitable for Customer's needs. Starlite shall not be responsible for any discrepancies not brought to Starlite's attention at the time of delivery.

**5. RENTAL PERIOD:** The Rental Period shall be as set out in Starlite's Rental Order and shall commence upon the Delivery of the Equipment and continue until the Return of the Equipment (as those terms are defined herein) unless the Agreement is terminated earlier in accordance with these Conditions. If the Customer is not in default, the Rental Period may be extended by mutual written agreement of both parties for a similar rental period or such other term as the Parties may agree at the time of renewal. If the Rental Period is not extended in accordance with this clause and the Equipment is not returned to Starlite on the return date set out in the Rental Order, the Customer will be charged at the daily rate until the Equipment has been returned to Starlite. Starlite's rental rates are based on the length of the rental period indicated in Starlite's Order.

**6. TITLE & OWNERSHIP:** Nothing in the Agreement creates an agreement of sale or the creation of any security interest in the Equipment for the benefit of Customer. The Equipment is, and shall at all times remain the property of Starlite, and the Customer shall have no right title or interest therein or thereto except the right of possession and use of the Equipment during the rental period, pursuant to the terms of this Agreement. The Customer shall not remove, cover or obscure any serial number, tags or nameplates on the Equipment identifying Starlite as the owner of the Equipment. Unless covered by a specific supplemental agreement signed by Starlite, Customer has no option or right to purchase the Equipment, and no portion of any rental payment made hereunder shall constitute payment for any equity interest in the Equipment. The Equipment is, and at

shall at all times remain, personal property of Starlite, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property.

**7. SHIPMENT:** At the Customer's request, Starlite will ship the Equipment to an address provided in writing by Customer. The Customer shall be responsible for all costs of shipment by Starlite, including insurance. Customer shall be responsible for the Equipment from the date and time of tender of the Equipment to the shipping carrier. Customer must clearly note any damage during shipment on the carrier's delivery receipt and report such damage to Starlite within twenty-four (24) hours of receipt. Customer shall be responsible, at Customer's expense, for the return shipment of the Equipment to Starlite. The Equipment must be returned in the original shipping containers unless such container has been damaged in a manner that would jeopardize safe shipment, in which case the Customer must use an equivalent container.

**8. SUBLETTING & ASSIGNMENT:** Customer shall not sublease re-rent, assign, transfer or loan the Equipment or any interest therein to any third party without the prior written consent of Starlite, and any such action by Customer, without Starlite's written consent shall be void. Customer shall not remove the Equipment from the State listed on Starlite's Rental Order without Starlite's prior written consent nor under any circumstances remove the Equipment from the United States of America.

**9. RISK OF LOSS:** The risk of loss, including theft, damage or destruction of the Equipment, no matter how occasioned and from any cause, shall pass to the Customer on Delivery of the Equipment to the Customer, Customer's Agent or shipping carrier. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until the Return of the Equipment to Starlite.

**10. RETURN OF THE EQUIPMENT:** Upon expiration of the Rental Period or termination hereof, the Customer shall return the Equipment to Starlite at Starlite's facility during regular business hours, at Customer's sole expense, in the same condition as when delivered to Customer, ordinary wear and tear resulting from the proper use thereof alone excepted. If any Equipment is not returned by the due date, or if the Equipment is returned in a damaged or excessively worn condition due to any cause whatsoever, Customer shall pay Starlite the reasonable cost of repair and continue to pay rent on the Equipment at the regular rental rate until all repairs have been completed. Starlite shall be under no obligation to commence repair work until the Customer has paid to Starlite the estimated cost therefor. Any item of Equipment not returned for a period more than seven (7) days after the expected date of return, without previous written consent from Starlite, will be deemed a total loss. Customer shall pay to Starlite damages of the greater of (a) the current Manufacturer's Suggested List Price or the full replacement value of any item of Equipment deemed to be a total loss hereunder. The acceptance of the returned Equipment shall not be a waiver by Starlite of any claims that Starlite may have against Customer, or a waiver of claims for latent or after-discovered damage to the Equipment.

**11. RATES AND CHARGES:** The rent payable for the Equipment shall be as set forth in Starlite's Rental Order and the Customer shall pay in full all amounts due hereunder, as per the terms approved by Starlite, in immediately available funds on the Due Date without any offsets, deductions, claims or withholdings. No allowance or reduction of the rental fee due shall be allowed on the grounds that the Customer did not use the Equipment or any part thereof while the Equipment was in the Customer's custody. If Customer terminates this Agreement prior to the expiration of the term indicated on Starlite's Rental Order, Starlite may adjust the rent retroactively to reflect any higher rates normally applicable for the shorter duration term for which the Equipment was actually rented. In the event of cancellation by Customer prior to Delivery, charges may apply in consideration of Starlite's preparing, holding in reserve or sub-renting equipment on Customer's behalf and Starlite shall be entitled to compensation for any losses sustained due to full or partial cancellation of the order. Customer hereby authorizes Starlite the right to charge the credit card provided by Customer as part of this Rental Agreement, a credit card on file if applicable, and/or Customer's account for any amounts shown on Starlite's Rental Order and for any other Additional Charges subsequently incurred by Customer.

**12. FREIGHT, TAXES, LICENSES, AND FEES:** The Customer shall be liable for all costs and expenses of every character occasioned by, or arising out of, the Customer's use or possession of the Equipment. Customer shall pay promptly when due all license fees, registration fees, assessments, duties, taxes and other public charges which may now or hereafter be imposed upon the ownership, possession, rental or use of the Equipment, including any resultant penalties or interest, excepting only those based on Starlite's net income or exempted by law. The Customer shall promptly notify Starlite of the receipt of any tax notices, tax report or inquiries or notices from taxing or other authorities concerning taxes, fees or assessments;

**13. ADDITIONAL CHARGES:** In addition to the charges indicated in Starlite's Rental Order, Starlite has in the following circumstances, the right to apply additional charges, which Starlite shall invoice the Customer along with any resultant taxes as follows:

(a) For the loss of or damage to the Equipment.

(b) For any Equipment that is damaged but can be repaired – For the cost of the repair and the loss of rental income during the period the Equipment is being repaired, provided such additional charges will cease when the Equipment is returned to full working order.

(c) For any Equipment that is damaged, which cannot be repaired, (i.e. it is written off) or if the Equipment is lost or stolen – For loss of rental income during the period from the date the Equipment is damaged, lost or stolen to the date Starlite receives an amount equal to the full replacement value of the Equipment.

(d) For any collection, dismantling, packaging, transportation and shipping and insurance charges incurred by Starlite.

(e) For the cost of servicing and repairs, or unwarranted service calls or repairs made necessary by Customer's fault or negligence.

(f) For Starlite's cases and packaging materials if such materials are not returned to Starlite at the end of the Rental Period or on earlier termination of the Agreement.

(g) For any union labor or trade labor required.

(h) For any equipment required for the delivery, installation or dismantling (such as forklifts, Genie lifts, electrical services, drayage or related fees).

(i) For any bulbs, which are missing or returned broken or damaged, regardless of the cause. Any spare bulbs that Starlite may provide, must be returned unopened; or, if Customer has utilized the spare bulb, then the burned-out bulb must be returned to Starlite in an unbroken condition, otherwise, the Customer shall be responsible for the full retail replacement value of the bulb.

**14. LATE PAYMENT:** In the event that any payment required to be paid by Customer is not made within seven (7) days of when due, Customer shall pay to Starlite, in addition to such payment or other charges due hereunder, a "late fee" equal to 18% per annum or the highest amount otherwise allowed by law, without prejudice to Starlite's rights and in particular without prejudice to Starlite's right contained herein to terminate this agreement for non-payment. Interest shall accrue on a daily basis from the date on which payment of such sum became due until payment thereof in full together with such interest.

**15. OBLIGATIONS OF THE CUSTOMER:** Customer, at its own expense, shall operate maintain and keep in good repair the Equipment and return it in the same condition in which received. Specifically, Customer shall:

(a) Ensure that only suitably competent persons duly instructed on its safe operation in accordance with manufacturer's operating manuals, instructions and safety warnings operate the Equipment.

(b) Ensure that the Equipment be used only within the capacity and ratings of the Equipment in a careful and prudent manner only for the purposes for which it was designed, and not for any other purpose.

(c) Comply with all applicable federal state and local laws, regulations, and ordinances in connection with the use, operation, storage, handling, and transportation of the Equipment. Where applicable, obtain any required licenses or other authorizations necessary for the use, registration or handling of the equipment, and ensure that it complies fully with all relevant legal requirements.

(d) Inspect the Equipment on a regular basis and perform all routine maintenance necessary to keep the Equipment in good running order, unless otherwise agreed in writing.

(e) Promptly notify Starlite of any known problems or malfunctions, suspected problems or malfunctions or those problems that should reasonably be known or suspected upon regular inspection, or which are necessary to keep the Equipment in good running order;

(f) Not perform, or allow any person to perform any work in or upon or make modifications, disassembly, upgrades, changes, alterations servicing or repairs to the Equipment other than routine daily maintenance, without Starlite's written permission.

(g) Return the Equipment in a clean and unmarred condition.

(h) Maintain effective control of the Equipment and keep the Equipment in a secure location and suitable environment, which will not subject the Equipment to any abnormal or hazardous conditions or risks.

(i) Provide, at its own expense, appropriate equipment, and personnel to properly and safely transport, unload, unpack, install, operate and care for the Equipment.

(j) Ensure that no unauthorized transfers or diversions of the Equipment occur.

(k) Not remove, alter, disfigure or cover up any warnings or safety information thereon.

(l) Not use or allow anyone to use the Equipment for any illegal purpose or in an illegal manner, or without a license if required by any applicable law, nor allow anyone who is not qualified or authorized to operate the Equipment.

(m) Keep the Equipment free from any liens, claims, charges, and encumbrances during the Rental Period.

(n) Deliver up the Equipment at the end of the Rental Period or on earlier termination of the Agreement, at such address as Starlite requires, or if necessary, allow Starlite or its representative's access to the site or any premises where the Equipment is located in order to remove the Equipment. The Customer shall pack the Equipment utilizing the appropriate packaging materials, where applicable.

(o) Not do, or permit anything to be done that could invalidate the insurances referred to in the Agreement.

**16. INDEMNIFICATION:** CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD STARLITE AND ANY OWNER, OFFICER, DIRECTOR, EMPLOYEE, SUBCONTRACTOR, AGENT, SUCCESSOR OR ASSIGN OF STARLITE HARMLESS AGAINST ANY CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, LAWSUIT, CAUSE OF ACTION, JUDGEMENT, PENALTY AND/OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND OTHER COSTS OF SUIT) ON ACCOUNT OF PROPERTY DAMAGE OR LOSS, OR PERSONAL INJURIES (INCLUDING ILLNESS, DISABILITY OR DEATH) RESULTING

FROM THE OPERATION, USE OR HANDLING OF THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF CUSTOMER AND/OR A THIRD PARTY.

**17. WARRANTY:** THE CUSTOMER IS RESPONSIBLE FOR DETERMINING WHETHER THE EQUIPMENT IS FIT FOR THE CUSTOMER'S OWN PURPOSES, AND NO PERFORMANCE OBJECTIVE IS EXPRESSED OR IMPLIED BY STARLITE AND CUSTOMER EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY STARLITE. THE EQUIPMENT IS BEING PROVIDED "AS IS, WHERE IS" AND THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. STARLITE HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY EQUIPMENT OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, WITH RESPECT TO, OR IN CONNECTION WITH THIS RENTAL AGREEMENT OR IN RESPECT TO ANY EQUIPMENT OR ANY PART THEREOF.

**18. INSURANCE:** Customer shall, at its own expense, procure and maintain in force at all times during the Rental Period and the Risk Period, including during times of shipment and storage, the following minimum insurance coverage:

- (a) Commercial general liability insurance ("CGL") providing coverage equal to or greater than the standard ISO CG 00 01 12 4 form with limits of insurance, not less than \$1 million per occurrence and \$2 million in the aggregate; and
- (b) Property Insurance covering the Equipment from damage, loss, theft or any other loss whatsoever in an amount sufficient to cover the full new replacement cost of the Equipment as well as Starlite's continuing rental charges, until the Property has been repaired or replaced.
- (c) All policies shall name "Starlite Productions International, Inc. D/B/A Starlite", as an "additional insured" and "loss payee" and provide that said insurance shall be primary coverage with respect to all insured's, the limits of which must be exhausted before any obligation arises under Starlite's insurance.
- (d) The Policies hereunder shall provide at least thirty (30) days' prior written notice of any material change or cancellation.
- (e) Customer shall, upon request deliver to Starlite satisfactory evidence of all such insurance coverage.
- (f) Failure to provide certificates of insurance prior to the delivery of the Equipment shall not constitute a waiver by Starlite and shall not relieve the Customer of its responsibilities, indemnification or other obligations provided herein, or for which Customer may be liable by law or otherwise.
- (g) Customer's obligation to procure and maintain the insurance required herein is separate and distinct from Customer's obligations to indemnify Starlite and such indemnification shall not be limited to amounts of any such insurance.
- (h) Customer shall, as soon as reasonably practicable after the date of any such occurrence, notify Starlite in writing of any casualty, loss, accident, process, notice or document of any kind received by Customer, or any operator of the Equipment relating to any claim, suit or proceeding connected with any accident or event involving the Equipment (an "Adverse Action"). Customer shall cooperate fully with Starlite and Starlite's insurer in investigating and defending against any Adverse Action.

**19. DEFAULT:** The occurrence of any one or more of the following shall constitute a default ("Default") under this Agreement:

- (a) The Customer's failure to make a required payment under this Agreement when due.
- (b) The Customer's failure to pay when due any indebtedness of Customer to Starlite, arising independently of this Agreement.
- (c) The Customer violates any material provision hereof or fails to comply with any provisions or perform any of its obligations arising under this Agreement, or under any documents or agreements related thereto.
- (d) The Customer becomes bankrupt, insolvent or makes an assignment of rights or property for the benefit of creditors, or suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- (e) Starlite reasonably believes that Customer is unable to comply with the payment terms hereof because of delays in payment under this agreement or any other agreement with Starlite, or is likely to become bankrupt, insolvent or make an assignment for the benefit of its creditors.
- (f) Customer fails to maintain, operate or return the Equipment as provided by this Agreement.
- (g) Customer fails to maintain the insurance as required by the Agreement.
- (h) During the Rental Period and Risk Period, the Equipment is lost, damaged, stolen destroyed or seized by a governmental agency.
- (i) Starlite has a reasonable belief that there is an unusual risk of damage to the Equipment or that Customer cannot adequately protect the Equipment.
- (j) Any representations or warranties made or given by Customer in connection with this Agreement that was false or misleading when made.

- (k) Any act of the Customer that imperils the value of the Equipment or the prospect of the full performance of Customer's obligations hereunder.
- (l) Any assignment or sublease, or attempted assignment or sublease, of this Agreement or the Equipment.
- (m) The death or dissolution of the Customer or of any general partner of Customer (if Customer is a partnership) or the inability of the Customer or any Guarantor to perform any obligations contained herein or in any applicable guaranty.
- (n) If any event analogous to (a) to (l) inclusive occurs.

**20. EFFECT OF A DEFAULT:** In addition to any other rights or remedies afforded Starlite by law, if the Customer is in default under this Agreement, regardless of however caused, Starlite may exercise one or more of the following, with or without demand, notice or legal process:

- (a) Terminate the Agreement and Starlite's consent to the Customer's possession of the Equipment.
- (b) Take possession of the Equipment, wherever it may be located, without any court order or another process of law and without liability for trespass and recover from Customer all costs, damages, and expenses occasioned by Starlite as a result of such taking thereof or any other action, which Starlite may take. Customer waives all damage occasioned by such taking.
- (c) Declare all outstanding amounts immediately due and payable, together with any accrued interest, Additional Charges and any costs and expenses incurred by Starlite in recovering the Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- (d) Customer shall pay to Starlite on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Rental Period.
- (e) All such remedies are cumulative and may be exercised concurrently or separately.
- (f) Any termination or expiration of this Agreement, or any part thereof, shall not release the Customer of any liability arising from events prior to the termination or expiration. Any terms, which either expressly or by their nature, are to continue after termination shall survive and remain in effect, including Starlite's right to claim damages in respect of any breach of the Agreement, which existed at or before the date of termination or expiration.

**21. LIMITED LIABILITY:** IN NO EVENT SHALL STARLITE OR ANY OWNER, OFFICER, EMPLOYEE, SUBCONTRACTOR, AGENT, THIRD PARTY SUPPLIER, OR SUCCESSOR OR ASSIGN OF STARLITE BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS, INJURY, CLAIM, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS OR SAVINGS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, OR FOR ANY OTHER REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CLAIMS OF ANY THIRD PARTIES. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY WILL IN NO WAY AFFECT EITHER PARTY'S RIGHT TO SEEK APPROPRIATE RELIEF AT LAW OR EQUITY RESULTING FROM ANY DEATH, BODILY INJURY OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE OTHER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

**22. SCOPE OF DAMAGES:** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, STARLITE'S AGGREGATE LIABILITY AND INDEMNITY OBLIGATIONS, IF ANY, SHALL IN NO EVENT EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE TOTAL RENTAL AMOUNT RECEIVED BY STARLITE FROM CUSTOMER FOR THE EQUIPMENT THAT IS THE SUBJECT OF THE CLAIM OR DISPUTE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT CUSTOMER MAY HAVE AGAINST STARLITE.

**23. ASSIGNMENT:** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

**24. ENTIRE AGREEMENT:** The parties intend that this agreement, together with all attachments, schedules, exhibits and other documents that both are referenced in this agreement and refer to this agreement (a) represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this Agreement, (b) Contain all the terms the parties agreed to in relation to the subject matter, and (c) replace all the parties' prior discussions, understandings, and agreements relating to the subject matter.

**25. WAIVER:** Any failure or delay of Starlite in enforcing, at any time or for any period, any of the provisions of this Agreement shall not constitute a waiver of such provisions or of the right of Starlite to subsequently enforce each and every provision.

**26. NOTICE:** For purposes of this Agreement, notice shall be provided and deemed made by the following methods only:

- (a) By U.S. certified or registered Mail, return receipt requested, postage prepaid, on the date the return receipt is signed or, if not signed and/or accepted, on the date the return receipt establishes the first attempt at delivery was made.
- (b) By 24-hour nationally reputable private courier delivery service (i.e., Federal Express, UPS, DHL), 24 hours after it is delivered to the private carrier.

(c) By hand delivery, upon delivery and acknowledgment of receipt by the party to whom it is delivered.

(d) By facsimile, upon documented receipt of successful transmission; or

(e) By Email, with proof of delivery receipt.

(f) Any notice, or other communication given to a party under, or in connection with the Agreement, shall be in writing addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case), or such other address as that party may have specified to the other party in writing in accordance with this clause.

**27. HEADINGS:** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

**28. OUT-OF-POCKET EXPENSES:** The Customer shall pay all costs, charges and expenses actually incurred by Starlite (regardless of whether or not an action is filed) including reasonable attorney's fees incurred in enforcing the Terms and Conditions of this Agreement; including but not limited to retaking possession of the Equipment hereby rented; in the collection of any sums which may be due and owing Starlite by Customer, or the defense of any action brought against Starlite for damages caused by the Equipment to any person or property while the Equipment is in the possession of Customer.

**29. SEVERABILITY:** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**30. REMEDIES CUMULATIVE:** Except as expressly provided elsewhere in this agreement, each party's rights and remedies under this agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

**31. GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement and any dispute or claim arising out of or in connection with its subject matter, formation or the transactions contemplated by the Agreement (including non-contractual disputes or claims) shall be governed enforced, and construed in accordance with the laws of the State of New Jersey without reference to any conflicts of law provisions which would require the application of any other law. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located in Burlington County, New Jersey in connection with any matter arising out of this Agreement or the transactions contemplated by this Agreement. Each party hereby irrevocably agrees that process may be served on it in any manner authorized by the Laws of the State of New Jersey for such Persons and waives any objection, which it might otherwise have to service of process under the Laws of the State of New Jersey.

**32. WAIVER OF JURY TRIAL:** Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this Agreement or the transactions relating to its subject matter.