

1. DEFINITIONS.

"Baker" means BakerCorp GmbH & Co. KG.
"Equipment" means any one or more of the items identified as such on the first page of this Rental Agreement, and includes all accessories, and attachments including, but not limited to other cables, liquid tanks, nozzles, and the like. "Customer" means the person or entity identified as such on the first page of this Rental Agreement, including any representative, agent, officer or employee thereof. "Store Location" means the Baker address in the upper left-handed corner on the first page of the Rental Agreement, "Intended Use" means the use set forth in Baker's order confirmation.

2. AUTHORITY TO SIGN

Any individual signing this contract represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement as or for the Customer.

3. DELIVERY AND INSPECTION OF EQUIPMENT; LOCATION OF EQUIPMENT.

3.1 Baker or Baker's designee shall deliver the Equipment described on the face hereof to the site designated by Customer, as noted on the face hereof. The equipment is furnished FCA Baker's Store Location or such other location as identified by Baker in the order confirmation.

3.2 Customer will not remove the Equipment from the site designated by Customer, as noted on the face hereof, without the prior written consent of Baker. Customer will neither move nor haul the Equipment or will do so at its own risk.

3.3 Customer ensures that it has diligently inspected the Equipment prior to signing this Agreement ("Delivery Inspection"). Customer ensures that Delivery Inspection included in particular all hitches, bolts, safety chains, hauling tongues, welds and other devices and materials used to connect the Equipment to a towing vehicle. Customer notified Baker prior to signing this Agreement of any defects of the Equipment it has perceived at such inspection. With regard to any defect of the Equipment that can be identified through Delivery Inspection but that Customer did not notify to Baker, Customer shall have no remedy except where Baker fraudulently concealed a defect.

4. USE OF EQUIPMENT; CARE, MAINTENANCE AND REPAIR BY CUSTOMER.

4.1 Prior to the use of the Equipment, Customer will make itself and all of its employees and/or agents handling the Equipment familiar with the proper operation and use of each item of Equipment, in particular (i) the Intended Use and (ii) the instructions the Customer confirms to have received by signing this Agreement. Customer will use the Equipment with due care and only (i) for the Intended Use, (ii) in the normal course of its business, (iii) as to commodities, weight and other limitations of the Equipment and (iv) in conformity with the instructions the Customer confirms to have received by signing this Agreement.

4.2 Customer will in particular not use or allow anyone to use the Equipment: (i) for an illegal purpose or in an illegal manner, (ii) without a license, if required under any applicable law, or (iii) who is not qualified to operate it. Customer will, at Customer's sole expense, comply with all rules and regulations which may apply to the use of the Equipment.

Customer will protect the health and safety of persons required to come in contact with the Equipment.

4.3 Customer will in particular not store or inject any materials that may cause harm to the Equipment. Customer will not store or transport any acute hazardous materials without Baker's prior written consent. If any such acute hazardous materials are stored or transported in the Equipment, Customer agrees that Customer shall be deemed to be the generator of those materials and shall, upon request, provide to Baker all assistance, information and documents Baker may require in connection with the disposal of any such Acute Hazardous Materials. Some Equipment are equipped with pressure/vacuum relief devices or throttle stop and governor devices.

Customer agrees not to tamper with or adjust such devices without prior written consent of Baker management.

4.4 Customer will maintain the Equipment as per the instructions the Customer confirms to have received by signing this Agreement. In any event, Customer's obligation to maintain will include the following obligations (i) check filters, oil, fluid levels and fill up such lubricants if necessary; (ii) check tire air pressure, the tightness of seals and gaskets; (iii) lubricate parts where necessary; (iv) clean and visually inspect the Equipment daily.

4.6 If the Equipment or any part thereof becomes unsafe, malfunctions, is damaged or otherwise requires repair or replacement or repair or replacement of parts, Customer shall without undue delay ("unverzöglich") (i) cease using such Equipment, (ii) notify Baker orally and in writing and (iii) take all reasonable measures to avoid damage to the Equipment, loss and damage to its own property, the property and health of third parties and to the environment.

4.7 Customer shall have the following obligations relating to repair and/or replacement:

4.7.1 With respect to wear-and-tear parts ("Verschleißteile") and tank linings that are particularly exposed to adverse effects of the substances injected into the Equipment by Customer such as seals and gaskets: (i) Baker will repair or replace of damaged tank linings will always be carried out by Baker and Customer will bear the costs thereof. (ii) With respect to all other wear and tear parts, Customer will, in Baker's reasonable discretion, either (a) repair or replace them or (b) bear the cost of such repair or replacement. Repairs of the Equipment and replacement of parts carried out by Customer shall be made to the reasonable satisfaction of Baker and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

4.7.2 With respect to damages to the Equipment that result from use in contradiction to Sections 4.1 through 4.3, in particular: (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading, exceeding the rated capacity of the Equipment; (iv) internal damage and damage to seals and gaskets caused by adverse effects of cargo or mixture of cargoes, cleaning solvents and/or cleaning processes undertaken by Customer or its agents, (v) any damage during transit to or from Customer except where a third party other than Baker or Customer or their respective agents or service providers are responsible for such damage; (vi) misuse (vii) freezing, improper operation and (viii) improper maintenance/lubrication: Baker will provide for the repair and/or replacement of the Equipment or of parts thereof and Customer will bear the reasonable cost of repair and/or replacement including any transportation cost and will indemnify Baker for loss of rental income.

4.8 Baker is under no obligation to inspect the Equipment while it is in Customer's possession. However, Baker has the right, during normal business hours and after giving reasonable prior notice, to conduct such inspection, to test any contents which may be contained in the Equipment and to access Customer's premises for that purpose.

5. WARRANTY.

5.1 Baker warrants, without giving a guarantee ("Garantieversprechen"), that at delivery to Customer, the Equipment is in good working order, condition and repair and that Baker has conducted a visual inspection of the Equipment for contamination with liquid and/or solid materials. Baker does not warrant that the Equipment is entirely free of any contaminants, absent a separate specific written agreement to the contrary, and Customer accepts the Equipment in its condition as when delivered.

5.2 If the Equipment becomes unsafe, malfunctions, is damaged or requires repair or replacement or repair or replacement of parts and provided that (i) Customer fulfilled its inspection and notification

duties pursuant to Sections 3.2 and 4.6 (ii) hereof, (ii) Customer is not obliged to repair or replace or reimburse the cost of repair or replacement pursuant to Section 4.7, and (iii) Customer has given Baker the opportunity to comment on the applicability of Section 4.7, the following shall apply:

5.2.1 Customer request from Baker to repair or replace the Equipment with similar Equipment in working order within a reasonable time frame.

5.2.2 If Baker fails to repair or replace the Equipment within a reasonable time frame, Customer may (i) perform itself any required repair and/or replacement to the reasonable satisfaction of Baker and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment and claim reimbursement of its expenses for any such repair and/or replacement subject to the limitations set forth in Section 6 or (ii) terminate this Agreement by terminating any rental charges accruing after the time of failure and returning the Equipment empty, clean and decontaminated to the Store Location within twenty-four hours from the time of defect in order to terminate rental charges.

5.3 The condition set forth under Section 5.2 (i) shall not apply in the event Baker fraudulently concealed ("arglistig verschwiegen") the respective defect at delivery.

5.4 Baker MAKES NO WARRANTIES, EXPRESS OR IMPLIED, as to the fitness of the Equipment for any particular purpose. Although the Equipment has, prior to delivery, been cleaned in accordance with Baker's usual procedures, Baker MAKES NO WARRANTIES, EXPRESS OR IMPLIED that the Equipment is entirely free of any contaminants, absent a separate specific written agreement to the contrary.

5.5 Except as may be specifically set forth in this Rental Agreement, Baker disclaims all other warranties, either expressed or implied, made in connection with this rental transaction. These warranty provisions cannot be amended or modified orally or in writing and supersede any contrary representations or warranties, expressed or implied.

6. LIMITATION OF LIABILITY.

6.1 Baker is liable on the merits for willful misconduct ("Vorsatz") or gross negligence ("grobe Fahrlässigkeit"). The strict liability ("verschuldensunabhängige Haftung") under Sec. 536a para 1, alternative 1 of the German Civil Code does not apply. For slight negligence ("leichte Fahrlässigkeit"), Baker is liable only in the event of breach of a contractual obligation of material relevance for achieving the object of this Agreement. Such liability for slight negligence shall be limited to damages reasonably foreseeable for Baker.

6.2 The delivery or lease of defective Equipment does not by itself constitute a violation of a material contractual obligation.

6.3 Any other damage claims against Baker, for whatever cause in law, in particular on grounds of breach of contractual obligations and tort shall be excluded, unless Baker is liable under Section 6.1, Sentence 1.

6.4 Baker shall not be liable for consequential damages, in particular on grounds of loss of profits, business interruption or intangible losses.

6.5 The aforesaid limitation of liability pursuant to Sections 6.1 through 6.4 above shall not apply in case of damages of the type listed in Section 309 Nr. 7 lit. a. of the German Civil Code that are imputable to Baker; the same applies to compulsory liability under the German Product Liability Act ("Produkthaftungsgesetz").

6.6 To the extent Baker's liability under this Agreement is excluded or limited under the provisions of Sections 6.1 through 6.5 hereof, such exclusion or limitation shall likewise apply to the personal liability of Baker's officers, employees, legal representatives and agents.

7. INDEMNIFICATION

7.1 Except for risks resulting exclusively (i) from defects of the Equipment that fall under the warranty in Section 5 hereof and/or (ii) from any violation of any contractual obligations by Baker under this Rental Agreement, Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Equipment.

7.2 Customer agrees to defend, indemnify and hold Baker harmless from and against any and all liability, claims and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property, water and soil arising out of Customer's use, maintenance, operation, possession or rental of the Equipment.

8. IMPROVEMENTS OR CHANGES TO EQUIPMENT.

Except as required under Section 4.7.1 hereof, Customer shall not make any substantial changes in or improvements to the Equipment without the advance written consent of Baker. Any improvements or additions applied to the Equipment shall at once become and remain the property of Baker, and Customer hereby in advance transfers to Baker any and all intellectual property rights Customer might claim in relation to such improvements or additions. Baker reserves the right to charge Customer for the removal of any modifications that were made during the rental. Customer acknowledges that the design of the Equipment constitutes proprietary know-how of Baker and will not file for any intellectual property protection of this design.

9. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT.

9.1 At the expiration of the rental, Customer will return the Equipment to the same condition as when delivered to Customer, empty of all contents and in clean condition, except for (i) reasonable wear and tear (cf. Section 10) and (ii) defects falling under the warranty in Section 5. Baker reserves the right to charge Customer for any work required to bring the Equipment into the state described in sentence 1 of this Section 9.1.

9.2 In the case of loss or destruction of any Equipment due to fire, theft, windstorm, hailstorm, flood, riot, insurrection, strike, explosion, collision or other cases of force majeure, Customer will assign to Baker any claims from insurance coverage contracted by Customer pursuant to Section 18 hereof.

9.3 Where Customer is responsible ("zu vertreten hat") for the loss or destruction of the Equipment or is unable to return the Equipment it shall fully indemnify Baker for all losses and damages and continue payment of rental charges until the Equipment is replaced.

10. REASONABLE WEAR AND TEAR.

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. Beside damages specified in Sections 9 and 4.7.2 above the following shall not be deemed reasonable wear and tear: (a) damage resulting from any collision, overturning, (b) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (c) wear resulting from use in excess of shifts for which rented; (d) damage to seals, gaskets and the lining of a tank; and (e) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

11. LATE RETURNS

Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Baker's next business day in the event the Equipment is returned to the Store Location at other than Baker's regular business hours.

12. RENTAL PERIOD & CALCULATION OF CHARGES.

Rental charges commence when the Equipment

leaves the Store Location and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. On power equipment, operation in excess of one shift (eight hours per day, 56 hours per week and 240 hours per month) will be at Baker's standard premium rates. Customer will truthfully and accurately certify to Baker the number of shifts the Equipment was operated.

13. DEPOSIT.

In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of (i) any damage claims of Baker based on breach by Customer thereof and/or (ii) indemnification claims under Section 7 hereof, said deposit shall be credited against any damages, costs or expenses incurred by Baker as a result of such breach.

14. PAYMENT.

14.1 All obligations under this Rental Agreement shall be paid upon return of the Equipment to Baker or within 30 days after Baker's invoice to Customer, whichever occurs first. All amounts not paid by Customer when due accrue interest from the applicable due date until paid at a rate of 8 % above the respective base rate ("Basiszinssatz im Sinne des § 247 BGB").

14.2 Except for undisputed counterclaims and counterclaims that have been recognized by final judgment ("rechtskräftig festgestellt"), Customer shall (i) pay all rental fees without any offsets or deductions and (ii) waives its rights under Section 273 and 320 of the German Civil Code to withhold payment.

15. TITLE/NO PURCHASE OPTION/NO LIENS.

This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Baker. Unless covered by a specific supplemental agreement signed by Baker, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

16. DEFAULT.

Should Customer in any way fail to perform, observe or keep any material provision of this Rental Agreement or of its statutory obligations, Baker may at its option do any one or more of the following: (i) terminate this Rental Agreement and retake possession of the Equipment pursuant to Section 17 if Customer failed to repair such default without delay upon receipt of Baker's notice of default; (ii) claim damages for breach of contract and commence legal action therefore; and/or (iii) pursue any other remedies available by law.

17. REPOSSESSION OF EQUIPMENT.

In the event of any material violation of or default in any of the terms and conditions of this contract by Customer and Customer's failure to repair such default without delay upon receipt of Baker's notice of default, Baker's employees or agents may terminate the rental and without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer shall pay all costs and expenses incurred by Baker in retaking the Equipment. Should Customer claim that any of said Equipment contains property belonging to Customer, Customer shall give written notice to Baker of such fact within a period 24 hours after retaking by Baker. Failure to give such notice within said 24 hours shall forever bar Customer from asserting any claim or claims against Baker on account of property alleged to have been in said retaken Equipment.

18. CUSTOMER'S INSURANCE COVERAGE.

18.1 Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public, in particular environmental liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage

endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period.

18.2 When requested, Customer shall supply to Baker proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Baker as loss payee and additional insured; such insurance and evidence thereof to be in the following limits: (i) in the case of bodily injury liability (including death), EUR 1,000,000 per person and EUR 1,000,000 per occurrence and (ii) in the case of property damage liability EUR 1,000,000 per occurrence and in a form satisfactory to Baker. The Certificate of Insurance and policy shall provide that Baker shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.

19. ENTIRE AGREEMENT; WRITTEN FORM.

19.1 This written Rental Agreement together with Baker's Credit Application which Customer has provided to Baker, represents the entire agreement between Customer and Baker. In the event of any conflict in terms, this Rental Agreement shall control. There are no oral or other representations or agreements not included herein.

19.2 The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only.

19.3 This Rental Agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this Rental Agreement.

19.4 No modification or waiver of the provisions of this Rental Agreement shall be valid unless in writing and signed by both parties, including the waiver of the written form requirement in this Section 19.4.

20. NO ASSIGNMENT, LENDING OR SUBLETTING.

Customer shall not sublease, subrent, assign or loan the Equipment, and any such action by Customer shall be void and constitute a default under the Rental Agreement. Written permission from Baker is not required for temporary changes in the usual course of Customer's business.

21. OTHER PROVISIONS.

21.1 Any failure of Baker to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of Baker's right to demand strict compliance.

21.2 Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Baker in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms or otherwise in connection with this agreement or the Equipment whether or not litigation is commenced.

21.3 Customer agrees that the Courts of Gelsenkirchen, shall, have exclusive jurisdiction, and shall be considered the proper venue, for any litigation relating to this agreement or the Equipment related hereto, and that the laws of Germany shall be applicable thereto. The application of the Vienna Convention on the International Sale of Goods and the German rules for conflict of laws are excluded.

21.4 CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.