



## Service Agreement "Terms and Conditions"

This agreement is made by and between Dal Industries, Inc. dba Dalrymple Rigging and Transport., having as its address 1225 Latta Street, Chattanooga, Tennessee 37406 (hereinafter referred to as "Dalrymple"), and the company requesting service under the "Quote/Service Request" from the Daltransport website or a signed copy of this agreement hereinafter referred to as the "Customer".

Use of the Website - By accessing the website, you warrant and represent to the website owner that you are legally entitled to do so and to make use of information made available via the website. All information transferred by website or emails in relation to the Quote/Service Request are legally binding and are part of this agreement.

Agreement - The term "agreement" is any correspondence related to the quote/service request and must be in writing or by electronic transfer, email or fax and is all binding to this and is part of this agreement.

Limitation of Liability - Dalrymple is responsible for physical damages to equipment or material associated with this agreement only. Dalrymple shall not be liable to the customer or any third parties for indirect, incidental, consequential, special or exemplary damages such as, but not limited to, loss of revenue or anticipated profits, business interruption, loss of production, data, or loss of business.

Applicable Law - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee and of the United States applicable therein, and each of the parties consent to the exclusive jurisdiction of the State and Federal courts located in Chattanooga, Hamilton County, Tennessee.

Survival - All obligations of the parties which expressly or by their nature survive the termination or expiration of this Agreement shall continue in full force and effect subject to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

Force Majeure - Neither party shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is due to any cause or condition reasonably beyond its control. **Jobs delayed by the shipper, shipping company, truck(s), trucking companies or any related delivery services are the responsibility of the customer and are excluded from Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party

claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes.

Attorney's Fees - Dalrymple shall be entitled to attorney's fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof;

Modifications - Any modifications to this Agreement must be in writing by both parties.

Authority to Contract - Each party represents that the execution, delivery and performance of this Agreement has been duly authorized by such party, and that the person signing on each party's behalf has the power and authority to do so.

Voluntary Agreement - The parties hereto each further represent and declare that they have carefully read this Agreement, they understand the contents thereof, and they are executing this Agreement freely and voluntarily.

Taxes, Permits - Customer is responsible for any and all taxes due or necessary permitting needed on any level, Federal, State or Local governing agencies or authorities in association with this agreement.

Engagement of Services - The Customer engages the services of Dalrymple to plan, develop, perform, and/or complete the project or projects as specified on this agreement.

Dalrymple accepts such engagement and agrees to use its best efforts to complete the project(s) described in on the reverse side in a professional workmanlike manner. The services described on the quote request shall be performed by the Dalrymple beginning on the dates specified in this agreement.

Daily Timesheet - Dalrymple will at all efforts keep accurate time and materials used associated with this agreement and does employ the use of GPS tracking for its employee's. Dalrymple does not get a signature on a daily time sheet during the time the work is being performed. It is solely the customer's responsibility to get a signature if so required from the Dalrymple employee's or associates for the duration of the project for any time and materials used. Dalrymple will provide a print out to the customer upon request of the GPS locations and times associated with this agreement.

Surfaces and Structures - Dalrymple will take every precaution to take care of the customers property, but Dalrymple is NOT responsible for any damage of any kind to, but not limited to; floors, driveways, parking lots , drainage pipes, plumbing ,sewers ,tanks, curbing or building structures due to the use of trucks, trailers, forklifts, skates, dollies or any other equipment used to perform the project.

Cancellations - Customer has requested Dalrymple to perform work on a specific date in advance or called a "reservation." If customer cancels a reservation of services (7) days or less prior to date for any reason Dalrymple will charge a (4) hour minimum hourly rate for each day reserved.

Compensation/Charges - As compensation for the services rendered by Dalrymple, Dalrymple will charge an hourly, half-day, or daily rates as specified in the agreement or quotation. Dalrymple under

this agreement will charge travel expenses from the office of Dalrymple to the location of the customer at the same rate quoted for services unless noted in writing otherwise. Dalrymple time starts when our equipment and/or its employees leave our Latta St. location in Chattanooga. Time for the project end upon the return of the equipment/ and or it employees to the same Latta St. location and is calculated in a daily basis. In some cases, Dalrymple will charge an equipment loading charge for jobs that require an extensive amount of equipment to perform the job. All work requested to be performed by Dalrymple requires a quote request and/or email conformation and a minimum deposit if required; payment terms are C.O.D. unless other terms are agreed to in writing. Deposits are non-refundable, but in certain cases may be applied to other projects, contracts or services. Dalrymple shall have a lien on all equipment and any associated attachments or materials for any outstanding account balance. If Dalrymple provides storage for customers equipment and other materials belonging to the customer for the convenience of the customer only and therefore assumes no risk for, and makes no guarantee concerning their safety while in storage, and are subject to storage fees unless otherwise listed in this agreement.

If a job runs in excess of 8 hours within a 24 hour period, an additional overtime charge(not to exceed \$25.00 per hour per man) will be added to the quoted rate for each man on that job.

Use of Agents or Assistants - To the extent reasonably necessary to enable Dalrymple to perform the duties under this contract, Dalrymple is authorized to engage the services of any agents or assistants that Dalrymple may deem necessary and further to employ, engage, or retain the services of such other persons or consultants to aid and assist Dalrymple in the proper performance of the duties requested herein. The costs of the services of said necessary agents or assistants shall be chargeable directly to the Customer and any expenses incurred by Dalrymple in engaging such agents or assistants shall be reimbursed by the Customer on the presentation of the statement of the amount of said expenses.

Entire Agreement - This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior representations, negotiations and understandings, and may not be amended, or any provision waived, except in writing signed by the party against whom the amendment or waiver is sought to be enforced. The Customer acknowledges that no representation, promise, inducement, or statement of intention has been made by the Dalrymple which is not included in this Agreement.

Severability - Any provision which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this Agreement.

Headings - The headings in this Agreement do not affect its interpretation.

Successors and Assigns - This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

Indemnification - The Customer agrees to defend, indemnify, and hold harmless Dalrymple and any of its officers, directors, employees, successors, and assigns from and against any and all liabilities, losses,

damages, claims, demands, costs, judgments, and expenses (collectively, "Claims"), including reasonable attorneys' fees and court or arbitration costs, arising out of or relating to any breach or alleged breach of any of Customers own representations and warranties, covenants or agreements contained in this Agreement or any exercise of the rights granted to Dalrymple under this Agreement. In addition, the Customer acknowledges and understands that Dalrymple assumes no duty or responsibility and consequently has no liability to the Customer or to any third party for any claim of personal injury, property damage including but not limited to lost profits, copyright infringement, trademark infringement, service mark infringement, patent infringement, trade secret misappropriation or other claim arising out of the work performed by Dalrymple. The Customer shall, at its own expense, defend, indemnify and hold harmless Dalrymple and its directors, officers.

Insurance - The Customer shall obtain and maintain in force public general liability insurance coverage in limits of not less than one million dollars (\$1,000,000.00) and adequate property insurance on the premises or job site where Dalrymple is directed to perform services. Dalrymple shall carry and maintain at all times during which services are provided by Dalrymple workers compensation insurance in the statutory amount and any other insurance as may be required by applicable law. All the policies of insurance coverage by Dalrymple shall exclude recovery due to business interruption of a customer's operations in the performance of the services.

Waiver - The failure at any time to require performance of any provision shall not affect the full right to require performance at any later time. The waiver of a breach of any provision shall not constitute a waiver of the provision or of any succeeding breach.

Independent Contractor - Dalrymple shall be an independent contractor and not an employee of the Customer under this Agreement.

Warranties - Except as expressly provided in this Agreement, the Dalrymple makes no warranties and hereby disclaims all warranties, whether express or implied, written or oral, with respect to the work performed for the Customer, including any warranty of merchantability or fitness for a particular purpose. The Customer warrants and represents the accuracy of completeness of any information furnished to Dalrymple in connection with the production of the project(s) which is the subject matter of this Agreement. Dalrymple shall not be responsible for inaccuracies or omissions which are the result of inaccurate or incomplete information furnished to Dalrymple by the Customer. The Customer further warrants and represents that it has secured permission and clearances to use any protected material from the owners of such protected material provided to Dalrymple.

In consideration of the mutual promises contained in the Agreement, the parties hereby agree as follows:

Whereas the Customer desires to engage the services of Dalrymple to plan, execute, and/or complete the project or projects on this agreement and enumerated in this Service Agreement: Whereas Dalrymple is engaged in the business of but not limited to; machinery moving and transportation.

Trademarks - The trademarks, names, logos and service marks (collectively “trademarks”) displayed on this website are registered and unregistered trademarks of the website owner. Nothing contained on this website should be construed as granting any license or right to use any trademark without the prior written permission of the website owner.

External Links - External links may be provided for your convenience, but they are beyond the control of the website owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk.

Warranties - The website owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website.

Disclaimer of liability - The website owner shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company’s personal information or material and information transmitted over our system. In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

Conflict of terms - If there is a conflict or contradiction between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

Severability - Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

Applicable laws (choice of venue and forum) - Use of this website shall in all respects be governed by the laws of the State of Tennessee, county of Hamilton, regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the Tennessee courts located in Hamilton County, TN, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that venue is proper in those courts.