

Deca Vibrator Master Contract for Equipment Rental and Services

- 1) **Deca's Business.** (a) Deca Vibrator Industries Inc., an Illinois corporation, ("DECA") rents various types of industrial equipment ("Rented Equipment"). (b) DECA also provides the following Services: (i) DECA provides assembly, installation, operation, and training in connection with Rented Equipment, (ii) DECA certifies its customers' employees to operate Rented Equipment and to train others to operate Rented Equipment, and (iii) DECA operates its Customer's Equipment.

- 2) **General Terms and Conditions.** Each rental of Rented Equipment and each sale of Services by DECA to Customer is referred to herein as a "Transaction". The provisions of this Master Contract shall apply to each Transaction. For each Transaction, the provisions of this Master Contract shall be supplemented by an order form (the "Applicable Order Form"), which shall contain additional provisions for that particular Transaction. "Customer", as used herein, shall be whoever is identified as DECA's customer by the Applicable Order Form. If there is any conflict between this Master Contract and an Applicable Order Form, the provisions of this Master Contract shall govern, except as otherwise provided by a provision in the Applicable Order Form, which expressly states that such provision modifies this Master Contract. DECA may designate a Quote Number for an Applicable Order Form, which the parties may use when referring to that the Transaction pertaining to that Applicable Order Form. For each Transaction, this Master Contract and the Applicable Order Form are together referred to herein as the "Applicable Contract". The date of a Transaction and the Applicable Contract for that Transaction shall be the date specified by the Applicable Order Form for that Transaction (the "Effective Date").

- 3) **Integration and Entire Agreement.** Each Applicable Contract shall constitute a separate agreement between DECA and Customer. For each Transaction: (a) the Applicable Contract shall be deemed to contain and shall constitute the final, entire, and exclusive statement of the parties' agreement, terms, provisions, understanding, and arrangement regarding that Transaction, (b) the Applicable Contract shall supersede all prior and contemporaneous negotiations, representations, and agreements, if any, of any kind, whether electronic, written, or oral, between the parties regarding that Transaction, (c) DECA rejects and does not agree to terms submitted by Customer that differ from or are in addition to those contained within the Applicable Contract, (d) no action or conduct by or for either party, including rental, delivery, acceptance, rejection, or use of Rented Equipment, or the sale, provision, acceptance, or rejection of Services, is intended by either party or shall be interpreted to indicate either party's agreement or consent to any term or provision other than those set forth within the Applicable Contract, and (e) the Applicable Contract may not be explained or supplemented by the parties' course of dealing, the parties' course of performance, by usage of trade, or by industry custom. **CUSTOMER'S ACCEPTANCE OF DECA'S OFFER REGARDING A TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS OF THE APPLICABLE CONTRACT.**

- 4) **Definitions.** "Customer's Equipment" means equipment other than Rented Equipment. "Rental Charge" means DECA's rental charges for the Rented Equipment as shown by the Applicable Order Form. "Rental Term" means the time period during which Customer shall

rent the Rented Equipment from DECA, as shown by the Applicable Order Form and including extensions mutually agreed by Customer and DECA. "Rental Start Date" means the first day of the Rental Term. "Services Charge" means DECA's charges for Services as shown by the Applicable Order Form.

- 5) **Delegate.** DECA may delegate its performance of all or any part of an Applicable Contract to any third party. Customer may not delegate its performance of an Applicable Contract.
- 6) **Delivery.** DECA alone shall select the method and carrier to deliver the Rented Equipment to Customer. Delivery of the Rented Equipment to Customer shall be deemed to have occurred when the Rented Equipment is delivered to the location indicated by the Applicable Order Form or on the Rental Start Date, whichever occurs later. The carrier's records shall conclusively resolve any dispute regarding the occurrence of a delivery. DECA shall not be liable to Customer for: (a) delivery delays occurring after DECA places the Rented Equipment with a carrier for delivery to Customer, or (b) loss of or damage to the Rented Equipment occurring before the delivery.
- 7) **DECA's Delay.** All dates by which DECA shall provide the Rented Equipment and the Services, as indicated by the Applicable Contract, are estimates. DECA shall use commercially reasonable efforts to timely provide the Rented Equipment and the Services. Customer's sole remedy for DECA's failure to use commercially reasonable efforts to timely provide the Rented Equipment or the Services ("DECA's Delay") shall be to cancel the Transaction and the Applicable Contract by notice to DECA before DECA places the Rented Equipment with a carrier for delivery to Customer or before DECA begins providing the Services. Customer shall be deemed to have waived all claims and remedies for DECA's Delay absent Customer's timely cancellation of the Transaction and the Applicable Contract, and instead, Customer shall be bound by the Applicable Contract for that Transaction.
- 8) **Withholding Rented Equipment and Services.** If Customer owes DECA an amount for any Transaction, DECA may delay delivering Rented Equipment and providing Services, whether or not they pertain to the Transaction for which Customer owes DECA, but the Rental Term for that Rented Equipment shall nevertheless commence on the Rental Start Date, and the Rental Term shall not be extended. Upon Customer's payment of the past-due amount, DECA shall thereafter deliver the withheld Rented Equipment and furnish the withheld Services within a reasonable time, depending on the availability of the Rented Equipment, labor, materials, DECA's then current schedule, and all other applicable circumstances.
- 9) **Cancellation Not Attributable to DECA's Delays.** Customer shall pay DECA's then current cancellation charges if, on notice to DECA, Customer cancels its order for Rented Equipment or Services before DECA places the Rented Equipment with a carrier for delivery to Customer or before DECA finishes providing the Services.
- 10) **Acceptance and Rejection of Rented Equipment.** Customer shall be deemed to have irrevocably acknowledged that Rented Equipment, which DECA does not assemble, install or operate at Customer's facility, or for which DECA does not supervise the assembly,

installation, or operation at Customer's facility, is in good and satisfactory operating condition absent Customer's notice to DECA, which reasonably describes the defects, within 48 hours after the Rented Equipment is delivered to Customer, or if DECA assembles, installs, or operates the Rented Equipment after delivery, or supervises the assembly, installation, or operation, within 48 hours after DECA informs Customer that the assembly, installation, or operation is complete, absent DECA's actual knowledge to the contrary.

- 11) **Acceptance and Rejection of Services.** Customer shall be deemed to have irrevocably accepted DECA's Services unless Customer rejects the Services by a notice to DECA, which reasonably describes the defects, within 24 hours after DECA informs Customer that DECA completed the Services.
- 12) **Basis and Remedies for Rejection.** Customer may reject Rented Equipment and Services only if the Rented Equipment or Services do not substantially conform with the Applicable Order Form or with DECA's warranties provided by this Master Contract. Customer shall have the remedies provided elsewhere by this Master Contract only if Customer timely and properly rejects Rented Equipment or Services.
- 13) **Assembly, Installation, and Operation of the Rented Equipment.** If Customer does not engage DECA to assemble, install, or operate the Rented Equipment at Customer's facility, or to supervise the assembly, installation, or operation, Customer shall be solely responsible to assemble, install, and operate the Rented Equipment after delivery, properly and in accordance with DECA's written instructions, if any.
- 14) **Procedures to Return the Rented Equipment.** Within 3 business days after the end or termination of the Rental Term, Customer shall place the Rented Equipment with the carrier designated by DECA for return to DECA at the address specified by the Applicable Order Form. Customer shall use the same custom shipping crate in which the Rented Equipment was delivered to Customer. Customer shall be solely responsible to disassemble the Rented Equipment, following DECA's written instructions, to the same extent in which the Rented Equipment was delivered. Customer shall not receive a credit for returning the Rented Equipment to DECA before the Rental Term expires, either as scheduled under the Applicable Order Form or due to early termination by DECA for the reasons provided elsewhere within this Master Contract.
- 15) **Condition of the Rented Equipment on Return.** At the end or termination of a Rental Term: (a) Customer shall tender possession of the Rented Equipment to DECA by placing the Rented Equipment with a carrier for delivery to DECA. Customer shall be responsible for all loss of and damage to the Rented Equipment that occurs until the Rented Equipment is delivered to DECA and removed from the carrier's vehicle. (b) The Rented Equipment must be reasonably clean and in good operating condition, excluding reasonable wear and tear (the "Required Condition"). (c) If the Rented Equipment is not in the Required Condition, Customer shall pay DECA's cost to restore the Rented Equipment to the Required Condition at the Hourly Repair Rate specified by the Applicable Order Form. (d) Customer shall pay DECA the cost to replace the Rented Equipment with new equipment similar or identical to

the Rented Equipment if the Rented Equipment cannot reasonably be restored to the Required Condition.

- 16) **Post-Rental – Charge and Purchase.** If Customer does not timely place the Rented Equipment with a carrier for return to DECA at the end or termination of the Rental Term:
(a) Customer shall thereafter pay DECA the Post-Rental Charge specified by the Applicable Order Form, until Customer places the Rented Equipment for return to DECA, and (b) at any time before Customer places the Rented Equipment for return to DECA, on notice to Customer DECA may declare that Customer has purchased the Rented Equipment, whereupon Customer shall pay DECA the cost to replace that Rented Equipment with new Rented Equipment, plus the accrued Post-Rental Charge.
- 17) **Shipping Charges.** Customer shall pay DECA the carrier's charges to deliver the Rented Equipment to Customer and to return the Rented Equipment to DECA.
- 18) **Payments.** For each Transaction, Customer shall pay DECA as and when specified by the Applicable Order Form or within ten days after delivery of DECA's invoice absent any specification.
- 19) **Taxes.** Customer shall pay all taxes and similar government charges pertaining to the Goods and the Services, including sales, use, personal property, and excise taxes, but excluding DECA's income taxes. If Customer is exempt from paying such taxes, Customer must deliver the appropriate exemption certificate to DECA when Customer accepts the Applicable Quotation.
- 20) **Customer Must Request Services.** DECA shall not be obliged to recommend Services or to warn Customer to purchase Services unless Customer requests a recommendation or warning as indicated by the Applicable Order Form. Customer shall be solely responsible for the consequences if Customer declines to request Services or a recommendation or warning regarding Services.
- 21) **Information and Circumstances Unknown by DECA.** Customer shall be solely responsible for all losses and liabilities arising from, connected, with, or caused by any information, condition, hazard, or circumstance involving or concerning (a) Customer's other vendors or contractors, (b) employees, facilities, tools, equipment, or business operations of Customer or its other vendors or contractors, or (c) Customer's inventory or products, of which DECA did not have actual knowledge or actual notice on or before the Effective Date of the Applicable Contract, even if before the Effective Date DECA should have had such knowledge or notice, or could have had such knowledge or notice by reasonable diligence, and even if DECA has such knowledge or notice after the Effective Date (the "Information Unknown by DECA").
- 22) **Information Furnished By Customer.** The following apply to each and every Transaction:
(a) "Customer Information" means all the information furnished to DECA by Customer, or by any third party for or on Customer's behalf, in connection with a Transaction, including:
(i) drawings and specifications, and (ii) information regarding: (1) the training, education,

knowledge, and skill of employees of Customer or its other vendors or contractors, (2) Customer's current and intended business operations, (3) Customer's facility, including changes intended by Customer, and (4) the tools, equipment, inventory, and products at Customer's facility or that Customer intends to have at Customer's facility. (b) Customer is required to timely give DECA all the Customer Information pertinent to DECA's provision of the Rented Equipment and the Services. Customer is solely responsible for accuracy, suitability, and completeness of the Customer Information, and Customer is solely responsible if the Customer Information is inaccurate, unsuitable, untimely, or incomplete. (d) DECA may rely on the Customer Information without determining the accuracy, suitability, timeliness, or completeness thereof.

- 23) **DECA's Marketing Materials.** The contents of DECA's brochures, website, other marketing materials, demonstrations, and samples (one or more of which is "DECA's Marketing Materials") do not create any warranty by DECA concerning the Rented Equipment or the Services, notwithstanding anything to the contrary in or shown by DECA's Marketing Materials.
- 24) **DECA Rented Equipment Warranty.** The following constitutes DECA's warranty for the Rented Equipment. DECA warrants that the Rented Equipment shall be merchantable. **DECA MAKES NO IMPLIED WARRANTY THAT THE RENTED EQUIPMENT IS FIT FOR ANY PARTICULAR PURPOSE. DECA MAKES NO EXPRESS WARRANTY OF ANY TYPE WHATSOEVER. DECA MAKES NO IMPLIED WARRANTY OF NONINFRINGEMENT OR NONINTERFERENCE.**
- 25) **Services Warranty.** The following constitutes DECA's warranty applicable to all Services. DECA only warrants that DECA's Services will be reasonably workmanlike, in substantial conformance with the Applicable Order Form, and in substantial conformance with the Customer Information, but only if the Customer Information is accurate. **DECA MAKES NO WARRANTY THAT DECA'S TRAINING, SUPERVISION, OR CERTIFICATION SERVICES WILL SUCCESSFULLY ENABLE CUSTOMER'S PERSONNEL TO PROPERLY OPERATE THE RENTED EQUIPMENT OR TO PROPERLY TRAIN OTHERS TO OPERATE THE RENTED EQUIPMENT. DECA MAKES NO WARRANTY THAT DECA'S SERVICES TO OPERATE RENTED EQUIPMENT OR CUSTOMER'S EQUIPMENT WILL ACHIEVE A PARTICULAR RESULT.**
- 26) **Conditions to DECA's Warranties.** DECA's warranties for Rented Equipment and Services require and are subject to and conditioned on the following occurring, to the extent applicable to the Transaction: (i) Labor other than furnished by DECA must be reasonably workmanlike. (ii) Materials, machinery, tools, and supplies other than furnished by DECA must be suitable, in good condition, and properly installed, operated, maintained, repaired, and replaced, (iii) Customer must provide all the items as and when specified by the Applicable Order Form, (iv) there must be no Information Unknown by DECA, (v) the Customer Information must be completely accurate, (vi) Customer must have all the necessary licenses and permits, and (vii) Customer and third parties must provide personnel who are capable of following DECA's instructions, training, and supervision. (b) If Customer

does not abide by the foregoing conditions, DECA may cancel or cease providing the Services, and Customer shall pay DECA its then current cancellation fee and a reasonable part of the price for those Services. (c) The results achieved by the Rented Equipment may vary depending on the material for which the Rented Equipment is deployed and the conditions under which the Rented Equipment is operated.

- 27) **Customer's Remedies for DECA's Breach of its Warranties.** Rented Equipment or Services are "Nonconforming" if they do not conform with, or breach, one or more of DECA's warranties. Customer's exclusive remedies for Nonconforming Rented Equipment or Nonconforming Services shall be as follows: (a) DECA shall replace the Nonconforming Rented Equipment and the Nonconforming Services within a reasonable time and at DECA's sole expense. (b) The Rental Charge for the Nonconforming Rented Equipment shall be waived, and the Rental Term shall be extended, for the time until DECA replaces the Nonconforming Rented Equipment and the Nonconforming Services.
- 28) **Conditions to Customer's Remedies for DECA's Breach of its Warranties.** Customer's remedies for DECA's breach of its warranties are subject to and conditioned on the following occurring, to the extent applicable to the Transaction: (a) For Rented Equipment, if Customer does not notify DECA of DECA's warranty breach within five days after delivery if DECA does not install the Rented Equipment or within five days after installation by DECA. (b) For Services, if Customer does not notify DECA of DECA's warranty breach when DECA informs Customer that DECA has finished providing the Services. (c) For Rented Equipment and Services, if Customer does not promptly provide DECA with whatever information DECA reasonably requests to investigate the breach, including allowing DECA to inspect and copy Customer's records and allowing DECA to interview Customer's employees, vendors, and contractors.
- 29) **Liability.** For each Transaction and for each Applicable Contract, "DECA's Liability Limit" means the greater of the amount Customer paid and still owes DECA for the Applicable Contract or the amount of DECA's insurance coverage, minus the deductible. DECA's liability to Customer shall not exceed DECA's Liability Limit for any of the following: (a) DECA's breach of an Applicable Contract, including DECA's failure to replace Nonconforming Rented Equipment or Nonconforming Services, (b) a sudden, dangerous, or calamitous event or occurrence involving or caused by the Rented Equipment or the Services, whether or not Nonconforming, (c) DECA's negligent or intentional acts or omissions with respect to the Applicable Contract, the Rented Equipment, or the Services, whether or not Nonconforming, or (d) any loss of or damage to any property, or any injury to any person, including death, involving or caused by the Rented Equipment or the Services, whether or not Nonconforming.
- 30) **Waiver of Damages.** For any breach of an Applicable Contract by DECA, for DECA's negligent or intentional acts or omissions, and for anything else that is the subject of DECA's Liability Limit, Customer waives all claims against DECA for special, consequential, incidental, and punitive damages, and damages for lost profits and lost goodwill, whether direct or indirect, even if DECA was advised of or otherwise has knowledge, notice, or belief of the possibility of such damages. Customer also waives all claims against DECA of which

Customer does not notify DECA within five days after Customer knows or should have known of the event, occurrence, act, or omission for or under which Customer's claim first arose, whether or not in connection with an Applicable Contract.

- 31) **Customer Indemnity.** Customer shall reimburse DECA, Customer shall defend, indemnify, hold harmless DECA and DECA's shareholders, directors, officers, employees, agents, vendors, suppliers, or contractors (one or more of whom are the "DECA Indemnified Parties"), Customer releases and waives all claims against DECA and the DECA Indemnified Parties, and Customer shall not sue or seek contribution from DECA or any of the DECA Indemnified Parties, for any of the following: any and all occurrences, claims, damages, and liabilities, of every type and nature whatsoever, including delays, cancellations, lost profits and other losses, costs, expenses, fines, penalties, lawsuits, judgements and other proceedings, loss of or damage to any property, and injury to any person, including death, wholly or partially: (a) caused by any property owned or leased by Customer, including Customer's Equipment, but excluding the Rented Equipment, (b) caused by any employee, agent, other contractor of Customer, or any third party, or (c) due to or arising from Information Unknown by DECA or any Customer Information. Customer shall also, immediately upon DECA's demand, reimburse DECA for all costs and expenses that DECA incurs in connection with the foregoing, including the fees of DECA's attorneys and contractors, the wages and salaries of DECA's employees, and expenses for travel, meals, and lodging.
- 32) **Assignment.** DECA may assign to any third party DECA's rights and obligations under any Applicable Contract. Customer may not assign its rights or its obligations under any Applicable Contract.
- 33) **Title, Use, Inspection, and DECA Termination.** (a) DECA alone has title to and ownership of the Rented Equipment. (b) Customer shall not pledge the Rented Equipment, or, due to any act or omission of Customer, allow the placement of a lien or a levy on the Rented Equipment. (c) Customer shall use the Rented Equipment only at the location specified by the Applicable Order Form and only for the purpose intended by the manufacturer. (d) Customer shall not allow any third party to use or have possession of the Rented Equipment. (e) DECA may enter onto Customer's facility during Customer's normal business hours to visually inspect the Rented Equipment and to confirm that Customer is using the Rented Equipment only as aforesaid. (f) If Customer uses or allows any other use of the Rented Equipment, if Customer pledges the Rented Equipment, if due to Customer a lien or levy is placed on the Rented Equipment, if Customer assigns its rights or obligations under an Applicable Contract to any third party, or if any amount that Customer owes DECA is more than ten days past due: (i) DECA may terminate the Rental Term or the Extended Term, (ii) DECA may take possession of the Rented Equipment, and (iii) Customer shall pay DECA the remaining unpaid balance of the Rental Charge and the Services Charge, if applicable, or the Extended Rental Charge if applicable, plus the costs incurred by DECA to take possession of the Rented Equipment, including storage charges and shipping charges to return the Rented Equipment to DECA. (g) Customer shall immediately notify DECA of any lien or levy on the Rented Equipment, or any attempted lien or levy, of which Customer has actual knowledge or actual notice, or which Customer believes may have occurred.

- 34) **Notice.** Notices given under or concerning an Applicable Contract or a Transaction shall not cause any time period under the Applicable Contract to commence, shall not be binding on the recipient, and shall not require any action by or response from the recipient unless in writing and delivered by commercial courier; fax; email, or registered or certified mail, return receipt requested, to the parties as specified by the Applicable Order Form or to such other address or fax number as from time to time directed in a notice by a party to the other party. Delivery shall be deemed to have occurred at the date and time of actual receipt or at the date and time at which a party refuses to accept the delivery, whichever applies. If a party has moved without delivering notice of its new address or fax number to the other party, delivery shall be effective at the date and time of refusal or attempted delivery. The dates and times of delivery, attempted delivery, or refused delivery shall be as shown by the records of the courier, the sender's fax transmittal, or the United States Post Office, as applicable. Delivery shall not be deemed to have been made or refused if a recipient party's fax or email is inoperable.
- 35) **No Third Party Beneficiaries.** Each Applicable Contract is solely for the benefit of DECA and Customer. There are no third party beneficiaries of any Applicable Contract except as otherwise provided by this Master Contract with respect to the DECA Indemnified Parties.
- 36) **Force Majeure.** Deca's time to perform, if delayed due to equipment malfunction, vendors' delays, or employee absence, whether or not attributable to Deca, and anything else not caused by Deca and beyond Deca's control, shall be reasonably extended, but at least by a time period equal to the duration of the circumstance causing the delay.
- 37) **Enforcement.** Each Transaction, each Applicable Contract, and all disputes concerning a Transaction or an Applicable Contract shall be governed by the laws of the State of Illinois, United States of America, without utilizing conflict of law principles that would result in applying the law of any other state or nation. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Transaction or to the interpretation or enforcement of an Applicable Contract. The parties, in all disputes between them, consent and submit to the exclusive jurisdiction and the exclusive venue of the state courts located in Will County or DuPage County, State of Illinois, and the exclusive jurisdiction and the exclusive venue of the federal courts located in Cook County, State of Illinois, and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret an Applicable Contract, the parties waive all rights to a jury trial, and if DECA is the prevailing party DECA shall recover from Customer DECA's costs and expenses, including the fees of DECA's attorneys, experts, and consultants. DECA shall be required to post a bond or other security to obtain an injunction or restraining order to enforce any provision of an Applicable Contract. All unpaid past due amounts that Customer owes DECA shall earn simple interest at the rate of 18 percent per year or the highest lawful rate, whichever is less. Notwithstanding the foregoing jurisdiction and venue restrictions, the party in whose favor a judgment with respect to an Applicable Contract is entered may enforce that judgment in any jurisdiction and in any venue.

- 38) **Severability and Modification.** If a court, following the conclusion of all appeals, if any, determines that a provision of an Applicable Contract, including any provision of this Master Contract, is void or unenforceable, the balance of that Applicable Contract shall nevertheless remain enforceable, such invalidity shall not affect any other provision of that Applicable Contract which can be given effect without the invalid provision, and to that end, the parties intend that the provisions of each Applicable Contract are and shall be severable. Following the conclusion of all appeals, if any, the parties shall, if and to the extent possible, modify the void or unenforceable provision, retroactive to the Effective Date and consistent with the final court order so that the provision becomes valid and enforceable while remaining as similar as possible to the original. Otherwise, an Applicable Contract shall not be modified or rescinded except by a writing signed or acknowledged by both parties. The conduct of a party or any third party acting for or on behalf of a party contrary to an Applicable Contract shall not thereby modify that Applicable Contract. DECA's failure or forbearance to require Customer's compliance with an Applicable Contract, whether or not occurring on multiple occasions, shall not thereby modify the Applicable Contract, shall not excuse Customer's future compliance, and shall apply only to the specific instances of DECA's failure or forbearance.
- 39) **Interpretation.** The parties intend that the interpretation of each Applicable Contract, including this Master Contract, shall be derived only from the provisions thereof, without resort to course of dealing, usage of trade, course of performance, or any other extrinsic evidence, and shall not be construed in favor of or against either party. Whenever appropriate under the circumstances, within an Applicable Contract, including this Master Contract and including any definition: (a) the plural of any word shall mean the singular; (b) the singular of any word shall mean the plural; (c) "and" shall mean "or"; (d) "or" shall mean "and"; (e) "any" or "each" shall mean one, more than one, or all; (f) "all" shall mean any, one, or more than one; (g) words referring to persons or entities shall include associations, cooperatives, corporations, firms, general and limited partnerships, limited liability companies, natural persons, public agencies, sole proprietors, trusts, and all other entities and enterprises; (h) the words "include," "including," and similar words shall be construed as if followed by the phrase "without limitation" or a similar phrase; (i) "parties" means DECA and Customer, a "party" means DECA or Customer, and a "third party" or "third parties" means one or more persons or entities other than DECA and Customer.
- 40) **Reliance.** When entering into an Applicable Contract: (a) neither party shall rely on any oral or written statement, representation, warranty, or promise that is not expressly set forth or referred to within that Applicable Contract or within any document that is not attached to or expressly referred to by that Applicable Contract, or is not part of the Customer Information, and (b) in particular, Customer shall not rely on the contents of DECA's Marketing Materials. The parties release and waive all claims, and shall not sue each other, for fraud-in-the-inducement or otherwise with respect to any statement, representation, warranty, promise, or document concerning an Applicable Contract on which the parties have hereby agreed to refrain from relying.
- 41) **No Additional Obligations.** Nothing within an Applicable Contract is or will be intended by the parties to impose or create, by implication or otherwise, any requirement, duty, or

obligation on any party, of any kind or nature whatsoever, that is not expressly set forth or referred to within that Applicable Contract.

- 42) **Waiver of Contrary Claims.** For each Transaction, the parties waive all claims contrary to the provisions of the Applicable Contract.
- 43) **Headings.** The section headings in this Master Contract are included solely for convenience and are not intended to affect the interpretation of this Master Contract or any Applicable Order Form or to have any substantive meaning.
- 44) **Counterparts.** The parties may sign multiple copies of an Applicable Order Form, which they may deliver to each other by any method, including fax or email, and each shall constitute an original of that Applicable Order Form if the pages containing the signatures of both parties are attached thereto.
- 45) **Independent Advice, Opportunity to Read, No Duress.** Customer acknowledges that Customer had the opportunity to consult with Customer's own attorneys, other advisors, and consultants, concerning this Master Contract, each Applicable Order Form, and each Transaction as fully as Customer desired and as fully as Customer deemed necessary before accepting the Applicable Order Form. Customer represents and warrant to DECA as follows: (a) Customer had an opportunity to read this Master Contract and the Applicable Order Form as carefully as Customer desired before Customer accepted the Applicable Order Form, (b) Customer understood the contents of this Master Contract and the Applicable Order Form before Customer accepted the Applicable Order Form, and (c) Customer consented to this Master Contract and the Applicable Order Form of Customer's own free will and without duress.
- 46) **Authority; Binding Contract.** The individual consenting to an Applicable Contract for Customer: (a) represents and warrants to DECA that such individual is authorized to give Customer's consent and that Customer's consent does not breach any other agreement to which Customer is bound, and (b) acknowledges that DECA will perform the Applicable Contract in reliance on such individual's foregoing representations and warranties. Each individual consenting to an Applicable Contract for Customer is personally bound by the provisions of this Master Contract and the Applicable Quotation to the extent that Customer repudiates this Master Contract or the Applicable Quotation, including Customer's claim that, for a particular Transaction, the Applicable Contract does not exclusively contain all the terms and conditions.