



**RENTAL AGREEMENT  
GENERAL CONDITIONS**

1. **NOTICE OF OBJECTION TO DIFFERING TERMS:** Owner hereby gives notice of its objection to any different or additional terms and conditions except for any such terms and conditions as may be expressly accepted by it in writing.
2. **MECHANICAL WARRANTY, MAINTENANCE AND DAMAGE:** Lessor hereby warrants that all Equipment at the time of delivery to Lessee shall be in good, safe, and serviceable operating condition and fit for the uses intended.

With respect to Equipment Operated and Maintained by Lessor, the rental rate herein stated includes the cost of any and all repairs to and maintenance and replacement of the Equipment and any loss thereof or damage thereto arising from any cause whatsoever.

With respect to Non-Operated Equipment, Lessee shall return such Equipment to Lessor in the condition received, less normal wear and tear.

3. **PAYMENT OF RENTAL:** Rental for each preceding month during the term of the lease shall be due and payable within sixty (60) days after receipt of Lessor's invoice, therefore; Lessor warrants and certifies that the rental rates and charges established herein are not higher than the standard rates paid in the locality for similar equipment and service.
4. **ABATEMENT OF RENTAL AND OTHER CHARGES:** No rental or other charges shall accrue respecting any unit of Equipment (a) during any period while the same is mechanically inoperable or while said unit is not operating in accordance with the terms hereof for any reason not caused by Lessee, or (b) after the expiration or prior termination of the rental term respecting said unit of Equipment.
5. **DELIVERY OF EQUIPMENT:** All Equipment shall be delivered by Lessor to the place of use.
6. **INSPECTION:** Upon reasonable prior request Lessor may inspect the Equipment at any time during Lessee's regular business hours.
7. **RETURN OF EQUIPMENT:** Immediately upon the expiration or prior termination of the rental term for each unit of Equipment under this Rental Agreement, such unit shall be removed by Lessor from the place of use.

- 8. WARRANTY OF TITLE:** Lessor hereby warrants that all the above described Equipment is owned by him or that he has full power and authority to use and deal with the same in accordance herewith and to enter into this Rental Agreement.
- 9. GOVERNMENTAL REGULATIONS:** Lessor, and its employees and agents acting under its discretion or control in the performance of this Rental Agreement, shall at all times observe and comply with all applicable federal, state and local laws, statutes, rules and regulations, including without limitation those pertaining to environmental, health or safety matters, and shall likewise observe and comply with any and all rules and regulations of Lessee.
- 10. INDEMNITY:** By acceptance of this Rental Agreement, Lessor assumes all risks in the furnishing of goods or equipment and in the performance of work or services contemplated by this Rental Agreement. Lessor agrees to protect, defend, indemnify, and hold harmless Lessee, its agents, officers, directors, employees, shareholders, representatives, insurers, parent, subsidiary and affiliated companies, contractors, and subcontractors, and all of their respective agents, officers, directors, employees, shareholders, insurers, contractors and subcontractors (collectively, for purposes of this Article, "Lessee") from and against all claims, losses, costs (including but not limited to, reasonable attorneys' fees and court costs and other costs of suit), demands, damages, lawsuits, suits, judgments, penalties, civil penalties, liabilities, debts, expenses, and causes of action of whatever nature or character, whether known or unknown, whether predating this contract or not, and whether arising out of contract, tort, strict liability, breach of warranty, products liability, misrepresentation, violation of applicable law, and/or any cause whatsoever, without limit and without regard to the cause or causes thereof, including, without limitation claims due to bodily injury, alleged bodily injury, death, or loss of personal property (collectively referred to herein as "Claims"), which in any way arise out of or are related to Lessee's performance under this Contract, and which are asserted by or arise in favor of Lessee or any contractor or subcontractor or any of its or their agents, representatives, employees, invitees (and/or their spouses or relatives), insurers, contractors, and subcontractors, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF LESSOR. THIS CONTRACT IS INTENDED TO INDEMNIFY LESSOR AGAINST THE CONSEQUENCES OF ITS OR THEIR SOLE NEGLIGENCE, FAULT, OR STRICT LIABILITY AND AGAINST THE CONSEQUENCES OF ITS OR THEIR OWN NEGLIGENCE, FAULT, OR STRICT LIABILITY OCCURRING JOINTLY, CONCURRENTLY, OR COMPARATIVELY WITH THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF LESSEE OR ANY CONTRACTOR, OR SUBCONTRACTOR OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS. It is the intent of the Lessor and the Lessee hereby to allocate to Lessor the duty to purchase insurance for the benefit of all parties who are or may be affected by goods delivered or to be delivered, or services performed or to be performed under or in connection with this Rental Agreement, all as set forth in greater detail in Article 11 hereof.

## 11. INSURANCE:

a. During the term of the Contract and until final acceptance by Lessee of all work to be performed hereunder, Lessor shall carry the minimum insurance described below in this Section a, Paragraphs (i), (ii), and (iii) of this Article 11.

(i) Workers' Compensation Insurance and Employer's Liability Insurance including occupational disease in accordance with the laws of States or Provinces where the work is to be performed.

(A) Workers' Compensation Insurance shall have the minimum limits as required by statute for the State or Province where the work will be performed.

(B) Employer's Liability Insurance shall have the following minimum limits:

(B.1) Bodily injury by accident -- \$2,000,000 each accident;

(B.2) Bodily injury by disease -- \$2,000,000 each employee;

(B.3) Bodily injury by disease -- \$2,000,000 policy limit.

If the performance of this Contract requires the use of watercraft or is performed over water, Lessor shall also provide coverage for liability under U.S. Longshoremen's and Harbor Workers' Compensation Act and liability for admiralty benefits and damages under the Jones Act.

(ii) Commercial General Liability Insurance, including contractual liability, products, completed operations (completed operations coverage shall be extended for a period of two years following final acceptance of the work by Lessee), and personal injury liability coverage with limits of not less than \$2,000,000 combined single limits each occurrence.

(iii) Automobile Liability Insurance, on each and every unit of automobile equipment, whether owned, non-owned, or hired, operated, or used by Lessee and/or its sublessees in the performance of this Contract, covering injury, including death, and property damage in an amount not less than \$2,000,000 per accident.

(iv) Nothing contained in this Section shall be construed as limiting the liability assumed by Lessee under Article 10 above.

b. Lessor shall abide by the following additional insurance requirements:

(i) Add to Policies as Additional Insured: All insurance purchased and maintained by Lessee in compliance with Section a, Paragraphs (ii) and (iii), of this Article 11, as well as any excess and/or umbrella insurance that Lessee purchases and maintains in regard thereto, shall name Lessor, its directors, officers, agents, representatives, and employees as additional insured's.

(ii) Waiver of Subrogation: All insurance policies purchased and maintained by Lessee in compliance with Section a, Paragraphs (ii) and (iii) of this Article 11, as well as any excess and/or umbrella insurance policies that Lessee purchases and maintains in

regard thereto, shall be endorsed to provide that underwriters and insurance companies of Lessee shall not have any right of subrogation against Lessor or any of its directors, officers, agents, employees, invitees, servants, insurers, underwriters, and such other parties as Lessor may designate.

c. Primary Insurance: All insurance policies purchased and maintained by Lessee in compliance with Section a of this Article 11, as well as any excess umbrella insurance policies that Lessee purchases and maintains in regard thereto, shall be endorsed to provide that the coverage provided by Lessee's insurance shall always be primary coverage, and noncontributing as respects any insurance maintained by Lessor.

d. Notice of Cancellation: All insurance policies purchased and maintained by Lessee in compliance with Section a of this Article 11, as well as any excess and/or umbrella insurance policies that Lessee purchases and maintains in regard thereto, shall be endorsed to provide that thirty (30) days prior written notice shall be given Lessor in the event of cancellation or material change in the policies.

e. The general liability insurance policy purchased and maintained by Lessee in compliance with Section a, Paragraph (ii) of this Article 11, as well as any excess and/or umbrella insurance policies that Lessee purchases and maintains for this purpose shall be endorsed to provide coverage for liability assumed by the Lessee under all written contracts between Lessor and Lessee.

f. The Lessee and its sublessees at all times shall waive any right of recovery against Lessor, or any of its directors, officers, agents, employees, invitees, servants, insurers, underwriters, and such other parties as they may designate for loss or damage covered by insurance of the types purchased and maintained by Lessee in compliance with Section a, Paragraph (ii) and (iii) of this Article 11, as well as any excess and/or umbrella insurance policies that Lessee purchases and maintains in regard thereto.

g. With respect to all the insurance described above in Section a of this Article 11, Lessee shall furnish Lessor, prior to the commencement of any operations under this Contract, with a certificate or certificates, properly executed by the insurance carrier, showing all such insurance to be in force. Said certificates shall include specific reference to compliance with the above Section b, Paragraphs (i), (ii), (iii), (iv) and (v) of this Article 11, shall include the following statement, "The General Liability and any excess and/or umbrella liability insurance certified hereunder includes coverage for liability assumed by the Insured under all written contracts between Constellium Rolled Products Ravenswood, LLC and the Insured".

**12. PATENTS, TRADE SECRETS, COPYRIGHTS, AND TRADEMARKS:** Lessor shall indemnify, defend, and hold Lessee (including its successors in interest) harmless from and against any and all loss, cost, liability, or expense (including costs of investigation and attorneys' fees) arising in any manner directly or indirectly in connection with a claim that the use or operation of the Equipment leased under this Rental Agreement infringes any patent, now or hereafter issued, or violates any other

proprietary interest (including trade secrets, copyrights, and trademarks). In connection with any such claim, Lessee agrees to provide written notice to Lessor of such claim, and to give Lessor at Lessor's expense such authority and assistance as may be reasonably requested or appropriate for defense of such claim.

- 13. UNION CONDITIONS:** Operations at Lessee's plants are governed by agreements with certain labor unions, and copies of such agreements will be made available to Lessor by Lessee at Lessor's request. It is expected that the Lessor shall take such action as necessary, not inconsistent with applicable Federal and State legislation, as will be compatible with such agreements and as will avoid disrupting relations between Lessee and its employees.
- 14. TERMINATION:** The rental term of any one or more units of Equipment under this Rental Agreement may be terminated by Lessee at any time upon seven days' prior written notice to Lessor.
- 15. ASSIGNMENT:** Neither this Rental Agreement nor any of the rights hereunder shall be assigned or transferred in whole or in any part by either party without prior written consent of the other.
- 16. ENTIRE AGREEMENT:** This Rental Agreement shall constitute the entire agreement between the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.
- 17. INDEPENDENT CONTRACTOR:** In the performance of this Rental Agreement, Lessor shall act as an independent Contractor and not as the agent or employee of Lessee.
- 18. APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of West Virginia.