|  |  |  |
| --- | --- | --- |
| (N) |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| | |  |  |
| (N) |  |  |

|  |
| --- |
| SCHEDULE NO. 75 |
| **Equipment Lease Service (Continued)** |

5. **Lease Terms and Conditions (Continued):**

**Lease Terms and Conditions**

14. **DISCLAIMER OF WARRANTIES**. PSE, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. PSE FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER, CUSTOMER’S PROPERTY, THE PREMISES OR ANY THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. CUSTOMER HEREBY ACCEPTS THE EQUIPMENT IN AN “AS IS” CONDITION AND AGREES THAT PSE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE TO PERSONS OR PROPERTY WHICH MAY ARISE IN CONNECTION WITH THE EQUIPMENT OR IN CONNECTION WITH ANY ACT, OMISSION OR DELAY BY PSE IN PERFORMING ITS DUTIES PURSUANT TO PARAGRAPH 6, 7 or 8 HEREOF.

15. **Assignment; Relocation**. This Agreement may not be assigned by Customer without the prior written consent of PSE. If Customer wishes to relocate the Equipment, it may do so upon PSE’s written approval and such relocation must be done only by a contractor certified by PSE. Any such relocation will be solely at Customer’s expense.

16. **Consent for Use of Personal Information.**  Customer hereby consents to the disclosure to third parties of customer specific information in connection with this Agreement, including but not limited to the installation, maintenance and usage of Equipment.

(Continued on Sheet No. 175-W)