

TERMS AND CONDITIONS

DEFINITIONS.

- SRE is Springs Road Equipment Rentals and Sales Incorporated
- Agreement/Contract is the entirety of this document and all pages contained herein.
- Authorized Individuals are those individuals that are either directly or indirectly allowed by the Customer to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old, and are not impaired by any substances, including but not limited to prescription drugs, illegal drugs, alcohol or any other substance of the like.
- Customer is identified as the individual making this agreement and includes any representatives, agents, officers, employees or anyone making agreement to this Contract on behalf of the Customer or entity.
- Environmental Services Charge is the charge described in Section 17.
- Equipment is the equipment identified on all pages contained herein and includes replacements, repairs, additions, attachments and accessories.
- Incident a fine, citation, casualty, loss, theft, accident, vandalism, injury, death or damage to person or property, claimed by anyone or any entity that may have any relation to the Equipment.
- Lost is Equipment has either been stolen, its location is unknown, or Customer is unable to recover it.
- Fair Market Value/FMV is the market value of the Equipment on the date of the rental agreement, relating to the Equipment, plus fees and expenses.
- One Shift means not in excess of 8 hours per day, 40 hours per week and 160 hours every 4-week period.
- Ordinary Wear and Tear is reasonable deterioration that is considered normal in the equipment rental industry based upon One Shift.
- Party is Customer or SRE and together both are the "Parties".
- Rental Period is when the Equipment is taken from SRE Store or when received by the Customer or delivered to the Site Address given by the Customer and continues until the Equipment is returned to the SRE Store during normal business hours, provided that the Customer is in compliance with all other aspects of this Contract.
- RPP is the rental protection plan further described herein.
- Site Address is the location that Customer states the Equipment will be located during the entire Rental Period.
- Store/SRE Store is the location as identified within other pages of this Agreement.
- Equipment Data is data collected by/from the Equipment or any Equipment related software, Equipment's: performance, location, or operations thereof.
- Surcharge is a charge intended to cover expenses (both direct and indirect), which are not always fully recovered by charges.

TERMS. The execution of the Contract by the Customer shall be deemed as acceptance of all the terms and conditions herein for this and future contracts. This being a true lease, Customer makes agreement to rent the Equipment from SRE pursuant to this Contract. The Equipment (a) is and shall remain the personal property of SRE and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

USES PERMITTED. Customer makes agreement to and warrants that (a) SRE has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to SRE, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, properly cleaned, free of debris, free of any foreign materials or residue (including but not limited to: paint, tar, oil, waterproofing, cleaning chemicals or any other substance of the like) readable decals are on the Equipment, and the Equipment is otherwise in suitable condition for the intended use; (c) Customer reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) Customer will have representation at the site address to accept Equipment and will incur any costs for returned Equipment due to the unavailability of an authorized Customer representative being present to sign for and receive Equipment(e)

Customer shall immediately stop use and notify SRE if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from SRE all information that has been requested by the Customer regarding the operation of the Equipment; (g) SRE is not responsible for providing operator or other training; (h) SRE is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, in accordance with the manufacturer specifications, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide SRE with accurate and complete information.

PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without SRE's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MANUFACTURER. SRE, being neither the manufacturer nor a dealer in the Equipment, makes no warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, its merchantability, its design, its capacity, its workmanship, its fitness for any particular purpose, SRE further disclaims any liability whatsoever for loss, damage, or injury to Customer as a result of any defects, latent or otherwise in the Equipment. SRE shall not be liable in the event to Customer for any loss delay or damage of any kind or character resulting from defects in, or inefficiency of Equipment or any accidental breakage thereof.

MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs are to be performed by SRE or its agents, but SRE has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If repairs to the Equipment are warranted, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or has damages that are thirty-five percent (35%) or greater of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including taxes and applicable fees. SRE reserves the right to inspect the Equipment wherever located and Customer must make Equipment available to SRE upon request. Customer states that it has the authority to grant and therefore grants SRE and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. For breach of this section by SRE, Equipment repair or replacement is the sole remedy for the Customer. In the case of breach by the Customer of this Contract there is no obligation of SRE to terminate the Rental Period or to repair, replace or rent other equipment to Customer until all matters are settled and/or Customer pays for any and all charges.

INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non-personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained herein; (b) for Customers using Equipment for non-personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, towing/hauling coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b). SRE shall be listed as additional insured and all policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, and loss payee, and provide for SRE to receive at least 30 days prior written notice of any cancellation or material change. All insurance shall include boom damage or overturns, exclusion of this is considered breach. Customer shall provide certificates of insurance illustrating the coverages required above prior to any rental and any time upon request. Any insurance carried by

SRE will be considered additional insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

RENTAL RATES. All charges in this Contract are: (a) estimated based upon the representation of the Customer for the estimated Rental Period identified herein; and (b) for the Equipment's use for One Shift as described herein. There will be no prorating of Daily, Weekly, 2-Week and 4-week rental rates. Regardless of the Store being open or operating, all rental charges accrue during Saturdays, Sundays and holidays. Customer is responsible for and therefore not included in the Rental Rates (i) all consumables; (ii) any fees, licenses, and/or taxes based on Customer's possession and/or use of the Equipment; (iii) additional fees for more than One Shift use; (iiii) delivery and pickup charges to and from the Store; (v) surcharge fees listed in this Contract; (vi) maintenance, repairs and replacements to the Equipment as provided herein; (vii) a cleaning fee if required; (viii) miscellaneous charges, such as. But not limited to: fees for lost keys, costs to recover Equipment, emergency mobilization or store opening; (viiii) fuel used during the Rental Period and for refueling Equipment as described herein; (x) fines incurred by the Customer such as, but not limited to: use of dyed diesel fuel in on-road Equipment, environmental, traffic, etc.

PAYMENT. Customer shall pay for the rental of Equipment, and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental. Customer must notify SRE in writing of any disputed amounts, including credit card charges, within ten (10) days after receiving the contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. In the event that SRE extends credit to the Customer, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. If an account becomes delinquent, said account will be placed on a cash basis and cash deposits will be required. Any Equipment may be picked up without notice. Customer shall reimburse SRE for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$55 for each check returned for lack of sufficient funds. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SRE TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.**

RETURN OF EQUIPMENT. Without reason and at any time this agreement may be terminated by SRE. Equipment shall be returned to SRE in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Equipment will be returned at the end of the Rental Period by the Customer however Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Equipment was delivered to Customer, Customer is to notify SRE in writing that the Equipment is ready to be picked up. Customer should keep as proof of the notification since the Customer remains liable for any loss, theft, damage to or destruction of the Equipment until the Equipment is returned in the condition required herein. No pickups occur on Saturdays, Sundays or statutory holidays. Customer should return all Equipment within normal business hours. In the event that the Equipment is not returned by the estimated end of the Rental Period specified herein, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

DEFAULT. Should the Customer fail to pay, become insolvent, bankrupt, cease business, fail to insure as required, have judgement or anything of the like, Customer will be deemed in Default. Therefore, SRE shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all associated costs including, but not limited to, collection, court costs, attorneys and legal fees, and any other costs incurred in exercising any of its rights or remedies herein. SRE shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SRE FOR SUCH REPOSSESSION.**

CRIMINAL WARNING. The failure to return Equipment by the end of the Rental Period and/or the use of false identification to obtain Equipment will be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

FUEL. Equipment requiring fuel comes with a full tank at the beginning of the Rental Period, therefore a fuel deposit is required for all Equipment requiring fuel. Customer agrees to return Equipment with a full tank of fuel and the fuel deposit will be returned. For Equipment returned without a full tank of fuel, Customer agrees to forfeit the deposit and pay all charges associated with refilling the Equipment with fuel. The cost of Customer refueling Equipment itself will generally be lower than the Store refueling the Equipment. Customer makes agreement that this is not a retail sale of fuel.

CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. In instance of an Incident, Customer shall (a) immediately notify SRE, the police, if necessary, and Customer's insurance carriers; (b) secure the Equipment and the surrounding premises in the condition existing at the time of such Incident, and maintain until investigated by SRE and its agents; (c) provide any copies of all police or other third party reports; and (d) as applicable, continue paying sums due herein, including but not limited to, the rental rate for Equipment until the repairs are completed or Equipment replaced. In addition to those sums, the FMV or the full charges of recovery and repairs of damaged Equipment shall be paid. Rental charges accrued during this period shall not be applied against these amounts. SRE reserves the immediate right, but makes no obligation, to reclaim any Equipment involved in any Incident.

NO WARRANTIES. SRE MAKES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SRE FROM ALL LIABILITIES AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF.

RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SRE HARMLESS AND UPON REQUEST WILL DEFEND SRE (WITH APPROVED COUNSEL), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

LIMITATION OF SRE'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SRE'S LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of North Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

FORCE MAJEURE. SRE shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond SRE's control, including, without limitation, and not limited to, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of SRE.

MISCELLANEOUS. This constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by SRE to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.