

## TERMS AND CONDITIONS

1. **CUSTOMER ACKNOWLEDGEMENT:** Customer acknowledges receipt of the equipment described on the reverse side (hereinafter referred to as the "Equipment"). Both parties agree that the Equipment was inspected by Company Wrench and personally examined by the Customer at the time of delivery to and accepted by the Customer and that the Equipment was in good and serviceable condition.
2. **MAINTENANCE & REPAIRS:** (1) The Customer is responsible for all normal daily and weekly maintenance on the Equipment, including but not limited to, greasing on a daily basis at all required grease points and maintaining all fluids at the proper levels. (2) For rentals where the Customer uses the Equipment more than 250 hours, Customer is responsible for the 250 hour service interval, which includes at a minimum fluid and filter changes as required by the manufacturer. (3) The Customer is responsible for replacement of expendable items including but not limited to shear blades, hydraulic hoses, cutting edges, teeth, belts, and filters. (4) The expense of all non-warranty repairs made during the rental period as a result of excessive wear and tear on the Equipment, abuse or omission of appropriate maintenance shall be paid by Customer upon occurrence. Company Wrench reserves the right to inspect the Equipment at any time during the rental period. If upon such inspection, Company Wrench determines that the Equipment is not properly being maintained, Company Wrench may remove the Equipment from rental or perform the necessary maintenance. The Customer agrees to pay Company Wrench any and all cost or expense incurred as a result of the removal of the Equipment from rental and/or the performance of necessary maintenance. All parts, additions and accessions shall become part of the Equipment and property of Company Wrench.
3. **INSURANCE:** Prior to delivery of the Equipment, Customer shall provide Company Wrench with written evidence of physical damage insurance satisfactory to Company Wrench covering the Equipment from loss relating to fire, collision, theft, and/or damages while in the possession or control of Customer and naming Company Wrench as an additional insured to said policy of insurance. All physical damage policies shall provide that payment thereon shall be made to Company Wrench and Customer as their interests may appear. Customer acknowledges that rent will continue to be charged and will not be abated until repairs are made and the Equipment can be put back into service. In addition, Customer agrees to protect Company Wrench with, and provide Company Wrench with written evidence of, general liability insurance for coverage to the limits of the State laws in which the Equipment is being used. All liability policies shall name Company Wrench as an additional insured. All liability and physical damage insurance policies shall provide that such insurance may not be cancelled or altered so as to affect the interest of Company Wrench without at least thirty (30) days' prior written notice to Company Wrench.
4. **SECURITY INTEREST:** Company Wrench is hereby authorized by Customer to cause this agreement or other instruments, including Uniform Commercial Code financing statements, to be filed or recorded for the purposes of showing Company Wrench's interest in the Equipment. Customer expressly authorizes Company Wrench to prepare, sign and file a Uniform Commercial Code financing statement without the signature of Customer, and Customer hereby waives any right that his signature shall be required. Customer represents and warrants to Company Wrench that (a) Customer has the power to make, deliver and perform under this agreement; (b) the person executing and delivering this agreement is authorized to do so on behalf of Customer; (c) this agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial and other information submitted to Company Wrench in connection with this agreement is and shall be true, correct and complete.
5. **INDEMNITIES:** Company Wrench shall not be liable to Customer for any loss, delay, expenses or damage of any kind resulting from delays in delivery, defects, or inefficiency of the Equipment or accidental breakage, including incidental damages. Customer waives and releases Company Wrench from all claims for injuries or damages to Customer arising out of the use of Equipment by Customer, its agents, employees and representatives. Customer further agrees to indemnify and save harmless Company Wrench against all loss, damage, expense and penalty arising from any action on account of any injury to person or Equipment occasioned by the operation, handling or transportation of the Equipment during the rental period or while the Equipment is in the possession or control of the Customer.
6. **WARRANTY LIMITATIONS:** COMPANY WRENCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL COMPANY WRENCH BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **EQUIPMENT OPERATION:** The Customer agrees to maintain Equipment in the same condition as when delivered to it by Company Wrench, and to pay any claims and damages from the use or handling of the Equipment, whether from injuries to the person or property, and to pay for all damages to the Equipment, during the life of the contact, and to return Equipment in as good condition as when received less normal wear and tear, and to return Equipment in a cleaned condition which includes removal of dirt and debris, to the storage yard of Company Wrench. Customer shall immediately report any damage or failure of the Equipment to Company Wrench. Equipment will not be subject to careless and needless rough usage; and Customer shall at his own expense maintain the Equipment Attachments in good repair and operating condition.
8. **SAFETY:** Customer warrants that it is familiar with the safe operation and use of the Equipment rented. Customer agrees not to compromise the integrity of any safety systems of the Equipment. Customer shall not modify the Equipment in any way. Equipment shall be used only within its rated capacity by safe, careful and competent personnel. Customer shall comply with all municipal, county, state and federal laws, ordinance and

regulations, including the Occupational Safety and Health Act of 1970 which may affect the Equipment while it is in the possession of and use by Customer.

9. **ASSIGNMENT OF LEASE:** This agreement and the Equipment leased for rental shall not be assigned or sublet by Customer without written consent of Company Wrench, nor shall it be transferred or conveyed in any way without the advanced written consent of Company Wrench, which consents may be withheld for any reason. Customer shall keep the Equipment free of all taxes, liens, and encumbrances.

10. **EQUIPMENT MONITORING:** Customer acknowledges that Equipment may contain a global positioning system device that records certain activities and functions of the Equipment while on rent by the Customer. Company Wrench retains all rights to the data collected by this global positioning system device and may use such information at its sole discretion. Customer is prohibited from disabling the global positioning device in any way. If disabled by Customer, this rental agreement is immediately terminated and the Customer must return the Equipment to Company Wrench.

11. **DEFAULT BY CUSTOMER:** If Customer shall default in paying any rent due as required on the first page of this agreement, or if any execution or other writ or process shall be issued in any action or proceeding against Customer, whereby the Equipment may be seized or taken or detained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Customer or his property, or if Customer shall enter into any arrangement or composition with his creditors, or if Customer should breach any other term, covenant, or condition of this lease, then and in any such event Company Wrench shall have the right to retake immediate possession of the Equipment and for such purpose Company Wrench may enter upon any premises where the Equipment may be, with or without notice of its intention to retake the same, and without being liable to any suit or action or proceeding by the Customer. All remedies hereunder are cumulative, and not exclusive of any other remedy.

12. **TITLE TO GOODS:** The title to Equipment furnished on this order remains vested in Company Wrench.

13. **SEVERABILITY:** The invalidity of any provision or provisions of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if an invalid provision or provisions were omitted.

14. **GOVERNING LAW:** This agreement shall be interpreted under and governed by the laws of the State of Ohio. The parties agree and consent to the exclusive jurisdiction of the courts of the State of Ohio in Fairfield County and the United States District Court for the Southern District of Ohio, Eastern Division and waive any contention that any such court is an improper venue for enforcement of this agreement.

15. **ATTORNEYS' FEES:** Should collection or litigation become necessary, Customer agrees to pay all of Company Wrench's collection charges, including reasonable attorneys' fees and court costs.