

BLACKWOOD RENTALS TERMS AND CONDITIONS

- 1) DEFINITIONS.** “Authorized Individuals” are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, and are not under the influence of any drugs, alcohol, substances or other otherwise impaired. “Customer” is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. “Equipment” is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. “Incident” is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. “Lost” means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. “FMV” is the Equipment’s fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. “Ordinary Wear and Tear” means normal deterioration considered reasonable in the equipment rental industry. “Party” means Blackwood or Customer and together both are the Parties. “Pick Up Number” is the number Customer obtains from Blackwood evidencing the Customer’s call to pick up Equipment. “Rental Period” commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is picked up by Blackwood during normal business hours, provided Customer has otherwise complied with this Contract. “Site Address” is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. “Blackwood” is Blackwood Solutions, LLC and its affiliated companies, their respective officers, directors, employees and agents. “Transportation Surcharge” is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.
- 2) TERMS.** Customer’s execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Blackwood and Customer upon Customer’s receipt of Blackwood’s Equipment under those contracts. Customer rents the Equipment from Blackwood pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Blackwood and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.
- 3) PERMITTED USE.** Customer agrees, warrants and covenants that (a) Blackwood 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 Blackwood, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer’s intended use, (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer’s and Blackwood’s instructions and applicable laws, (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment and Customer authorizes Blackwood to leave the Equipment at the Site Address without requirement of written receipt, (e) Customer shall immediately stop use and notify Blackwood if the Equipment is damaged, unsafe, disabled malfunctioning, Lost, or if any Incident occurs, (f) Customer has received from Blackwood all information needed or requested regarding the operation of the Equipment, (g) Blackwood is not responsible for providing operator or other training unless Customer specifically requests in writing and Blackwood agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment’s use), (h) Blackwood is not responsible for Customer’s obligation to provide reasonable accommodation(s) to any 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, regulations, as well as all other 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 and (k) Customer shall provide Blackwood with accurate and complete information which Blackwood relies upon to provide the appropriate Equipment to Customer.
- 4) 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 Blackwood's prior 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).

- 5) MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance in accordance with the manufacturer's specifications, as applicable. In the event any Equipment is stolen or damaged other than Ordinary Wear and Tear, Customer acknowledges and agrees that such Equipment is not repairable and Customer shall pay to Blackwood the FMV (including any applicable sales tax) of such Equipment within fifteen (15) days after receipt of Blackwood's request therefor. In the event of such damage, Customer shall continue to pay the rental rates until the Equipment is replaced. Blackwood has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Blackwood and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Blackwood shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that replacement of the Equipment is Customer's exclusive remedy for Blackwood's breach of this Section. If Customer breaches this Contract, Blackwood shall have no obligation to stop the Rental Period or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.
- 6) 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. After an Incident, Customer shall (a) immediately notify Blackwood, the police, if necessary, and Customer's insurance carriers, (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Blackwood or its agents investigate, (c) immediately submit copies of all police or other third party reports to Blackwood, and (d) as applicable pay Blackwood, in addition to other sums due herein, the Rental Rate for equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Blackwood shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.
- 7) NO WARRANTIES.** BLACKWOOD DISCLAIMS ALL 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 AGAINST BLACKWOOD AND ITS AGENTS, OWNERS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY "BLACKWOOD ENTITIES"). CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES ALL BLACKWOOD ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING 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, A BREACH OF BLACKWOOD'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH BLACKWOOD RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.
- 8) RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, RELEASE, AND HOLD BLACKWOOD ENTITIES HARMLESS AND AT BLACKWOOD'S REQUEST, DEFEND BLACKWOOD ENTITIES (WITH COUNSEL APPROVED BY BLACKWOOD), 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.

- 9) INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein, including, without limitation, the release and indemnification clause contained in Section 8, and (b) property insurance against loss by all risks to any and all of the Equipment, in an amount at least equal to the FMV thereof. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Blackwood and its agents as an additional insured (including an additional insured endorsement) and provide for Blackwood to receive at least 30 days prior written notice of any cancellation or material change. Customer shall provide Blackwood with certificates of insurance to ryan@bwoodsolutions.com evidencing the coverages required above prior to any rental and any time upon Blackwood's request. To the extent Blackwood Entities carry any insurance, Blackwood Entities insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnifications, or other obligations provided herein, or for which Customer may be liable by law or otherwise.
- 10) RENTAL RATES.** The total charges specified in this Contract are estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Blackwood. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, (ii) delivery and pickup charges to and from Blackwood's applicable storage facility, including but not limited to any freight, transportation, delivery, pickup and Transportation Surcharge fees listed in this Contract, (iii) maintenance, repairs and replacements to the Equipment as provided herein, (iv) a cleaning fee if required, (v) miscellaneous charges, such as fees for costs to recover Equipment, or emergency mobilization.
- 11) PAYMENT.** Customer shall pay for the rental of Equipment, materials 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, unless Blackwood approves Customer's executed commercial credit application. Commercial customers who are approved for Blackwood's extended payment terms must pay, in arrears, within thirty (30) days after receipt of Blackwood's invoice, either by cash, check or ACH. Customer must notify Blackwood in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Blackwood's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required, and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, 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. Customer shall reimburse Blackwood 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 \$75 for each check returned for lack of sufficient funds to compensate Blackwood for its overhead for processing missed payment. 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 BLACKWOOD 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. Where permitted by law, Blackwood may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Blackwood's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

- 12) RETURN OF EQUIPMENT.** Blackwood may terminate this Contract at any time, for any reason. The Equipment shall be returned to Blackwood (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but 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 Blackwood delivered the Equipment to Customer, Customer shall notify Blackwood that the Equipment is ready to be picked up at the Site Address and obtain a Pickup Number, which Pick-up Number Customer should keep as proof of the call; provided, however, Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Blackwood confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Saturdays, Sundays or statutory holidays. If Customer picked up Equipment, Customer shall return Equipment to the pick-up location during normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the actual end of the Rental Period.
- 13) PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Blackwood sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Blackwood of the full purchase price of the item. Blackwood retains title to the item until Customer has paid in full.
- 14) DEFAULT.** Customer shall be in default if Blackwood deems itself insecure or if Customer (a) fails to pay sums when due, (b) breaches any Section of this Contract, (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor, (d) fails to insure the Equipment as required or otherwise places the Equipment at risk, (e) fails to return Equipment immediately upon Blackwood's demand, or (f) is in default under any other contract with Blackwood. If a Customer default occurs, Blackwood 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 of Blackwood's costs, including, without limitation, reasonable costs of collection, court costs, attorneys' and legal fees, incurred in exercising any of its rights or remedies herein. Blackwood shall not be liable due to seizure of Equipment ordered by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLACKWOOD ENTITIES FOR SUCH REPOSSESSION.
- 15) CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.
- 16) LIMITATION OF BLACKWOOD'S LIABILITY.** IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT BLACKWOOD'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM, BLACKWOOD'S, ANY BLACKWOOD ENTITIES', OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL

NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

- 17) JURY TRIAL WAIVER.** IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND BLACKWOOD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.
- 18) ARBITRATION AGREEMENT & CLASS ACTION WAIVER.** AT THE ELECTION OF CUSTOMER OR BLACKWOOD, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANYWAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES. JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.
- 19) COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Blackwood's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations, and (ii) Customer, as the exporter/importer of record, is responsible for (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations are required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring that no unauthorized transfers or diversions of the Equipment occur.
- 20) GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of Indiana, 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.
- 21) FORCE MAJEURE.** Blackwood 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 and to the extent such failure or delay is caused by or results from acts beyond Blackwood's control, including, without limitation, the following force majeure events ("Force Majeure Events") (a) acts of God, (b) flood, fire, tornado, earthquake, epidemic, pandemic, 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 shortages or slowdowns or other industrial disturbances, (h) shortage of adequate power or transportation facilities, and (i) other events beyond the control of Blackwood.
- 22) MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, 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, 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 (including Blackwood's lenders) 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 Blackwood 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 have full authority to execute, deliver and perform this Contract on behalf of Customer, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions in this Contract, such agreement shall take precedence over the terms herein.