

## **TINKER & RASOR Rental Addendum to Tinker & Rasor General Terms and Conditions**

This TINKER & RASOR Rental Addendum (this “Addendum”) is incorporated into and made a part of the Agreement (as defined in the Tinker & Rasor General Terms and Conditions (the “General Terms”) to which this Addendum is attached or in which this Addendum is referenced) between Tinker & Rasor, its affiliates, parents or subsidiary entities (collectively, “TINKER & RASOR”) and the party renting Goods from TINKER & RASOR under the Agreement (“Customer”). The terms and conditions contained in this Addendum are in addition to, and not instead of, those contained in the General Terms. In the event of any conflict between the terms and conditions contained in this Addendum and the terms and conditions contained in the General Terms, the terms and conditions contained in this Addendum will control. Capitalized terms used but not defined in this Addendum have the meanings given thereto in the General Terms.

1. **Rental Period:** The rental period (the “Rental Period”) shall commence on and include the date of consignment of the Goods rented to Customer (the “Equipment”) from TINKER & RASOR’s shipping point to Customer, or Customer’s agent, including any public carrier taking same for transit to Customer, and shall end on and include the date of actual delivery of the Equipment to TINKER & RASOR.

2. **Calculation of Rental Charges:** Customer shall pay for the entire Rental Period on each article listed under “Details of Equipment” in the purchase order at the rate therein stipulated on the following basis: (a) daily rental rates are for a minimum 5 day Rental Period for (i.e., from date of commencement of the Rental Period up to, but not including the same date in the next calendar month); (b) after the minimum Rental Period has been completed, the rental payable shall be for each remaining day of the Rental Period the Equipment has not been returned to TINKER & RASOR (c) rental rates shall not be subject to any deduction on account equipment is returned before the expiration of the minimum Rental Period.

3. **Loading, Unloading, and Transportation:** Customer shall at its own expense load the Equipment for transit to Customer and unload it upon its return and shall pay any demurrage charges accruing at its own shipping and receiving point. Customer shall at the Customer’s own expense do all other loading, unloading, installing, dismantling, and hauling. Customer shall pay all transportation charges from and to Customer’s shipping and receiving points; provided however that, unless otherwise agreed, Customer shall not pay return transportation charges greater than those necessary to return the Equipment to the point from which it was originally shipped to Customer. TINKER & RASOR may ship the Equipment in accordance with its own judgment if shipping instructions are not furnished by Customer in connection with the Agreement.

4. **Recalling and Return Notice:** TINKER & RASOR may recall any or all of the Equipment upon as deemed necessary by TINKER & RASOR. Customer may return any or all of the Equipment to TINKER & RASOR at any time, subject to Customer’s obligation to pay rental fees for the minimum applicable Rental Period under Section 2 of this Addendum. TINKER & RASOR reserves the right to remove the Equipment from Customer’s or its customers’ job site at any time when, in TINKER & RASOR’s opinion, the Equipment is at risk of damage or loss because of strikes or any other condition.

5. **Use, Maintenance, Operation, and Repair:** Customer shall have the sole and complete care, custody, and control of the Equipment during the Rental Period, except as may otherwise be

expressly provided for herein. The Equipment will be operated at all times under the exclusive direction and supervision of Customer; and will be operated in accordance with all applicable federal, state, and local laws, rules, and regulations (collectively, "Applicable Law"). Customer shall be fully and solely responsible for all damage to the Equipment and for all other damage to person or property sustained as a result of Customer's care, custody, control, or use of the Equipment, regardless of whether such damages are direct, indirect, or consequential. Notwithstanding the foregoing, TINKER & RASOR shall have the right to inspect the Equipment at all reasonable times, without notice. At the conclusion of the Rental Period, TINKER & RASOR shall be entitled to have the Equipment inspected by an independent third party to assess any damage to the Equipment caused during the Rental Period. The customer shall be responsible for all costs and expenses associated with such inspection, as well as all costs and expenses associated with repairing damage to the Equipment. During the Rental Period, Customer shall, at Customer's cost and expense, keep the Equipment in good operating condition, repair, and appearance, normal wear and tear excepted, and shall comply with all the manufacturer's recommended maintenance procedures. Customer shall furnish, at Customer's expense, all necessary replacement parts and supplies necessary for the proper maintenance and lawful operation of the Equipment. Customer shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless or needlessly rough usage, and shall, at Customer's own expense, maintain and ultimately return to TINKER & RASOR the Equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order, normal wear and tear excepted.

**6. Supplying Operators:** Unless otherwise agreed in writing, Customer shall supply and pay all operators employed on the Equipment during the Rental Period and shall only employ people who are competent to perform their respective duties. Should TINKER & RASOR furnish any operators or other workmen, they shall for all legal purposes be considered employees of Customer working at Customer's responsibility and Customer shall pay them such salary or wages on Customer's regular paydays and provide them with such traveling expenses, board, and lodging as may be agreed upon between Customer and TINKER & RASOR. The customer shall provide and pay for all worker's compensation insurance, assessments, and insurance and pay all taxes required by law or otherwise applying to such operators and workers.

**7. Security Deposit:** Any security deposit specified in the purchase order (a "Security Deposit") shall secure the full and faithful performance of the payment and other agreements, obligations, and warranties of Customer to TINKER & RASOR, whether under the Agreement or otherwise. TINKER & RASOR may apply all or any part of such Security Deposit toward the discharge of any obligation at any time, as may be due from Customer to TINKER & RASOR. To the extent any portion of the Security Deposit is applied by TINKER & RASOR, Customer shall immediately restore the Security Deposit to its full amount. Upon expiration of the Rental Period, the unused portion of any Security Deposit, net of all amounts due from Customer under the Agreement or otherwise, will be refunded to Customer. TINKER & RASOR will be entitled to intermingle the Security Deposit with TINKER & RASOR's other funds and shall not be obligated to pay any interest on such Security Deposit.

**8. Loss or Destruction of Equipment:** During the Rental Period, Customer shall bear all of the risk of loss, damage, or destruction of or to the Equipment. If, for any reason or cause, any of the Equipment is lost, stolen, destroyed, or damaged, Customer shall: (a) immediately and fully inform TINKER & RASOR of such occurrence, and (b) promptly pay to TINKER & RASOR

the then fair market value of the Equipment, plus all accrued and unpaid rental payments and other amounts then due and unpaid. Although TINKER & RASOR may otherwise choose to do so, in TINKER & RASOR's sole discretion, TINKER & RASOR shall not be obligated to undertake, by litigation or otherwise, the collection of any claim against any person or entity with respect to such loss or damage. Except as expressly provided herein, the total or partial destruction of the Equipment, or the total or partial loss of use or possession thereof by Customer, shall not relieve or release Customer from Customer's obligations and liabilities under the Agreement, including, but not limited to, the obligation to timely make the rental payments.

9. **Inspection:** TINKER & RASOR shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment. TINKER & RASOR shall have the right to inspect the Equipment at Customer's shipping point prior to re-shipment and shall be notified prior to such re-shipment and given ample opportunity to make such inspection.

10. **Termination:** Should Customer fail to make any payment for more than thirty (30) days after such payment becomes due, or become bankrupt, or fail to maintain and operate or to return the Equipment as provided by the Agreement, or violate any other provision of the Agreement, TINKER & RASOR may, upon giving Customer notice in writing or via email, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due and full damages for any injury to and all expenses incurred in obtaining the return of the Equipment, and will have no other obligations to Customer under the Agreement.

11. **Insurance:** At all times during the Rental Period, Customer will provide and maintain, at Customer's sole cost and expense and with insurers acceptable to TINKER & RASOR, insurance on the Equipment, with property damage coverage at no less than the replacement value of the Equipment. Such insurance shall cover loss due to fire, theft, collision, and combined losses of these causes. The customer shall also pay for and maintain public liability coverage in an amount of no less than \$1,000,000.00 combined single limit. If Customer obtains insurance from a company TINKER & RASOR has not approved, or fails to obtain insurance as required hereunder, TINKER & RASOR may, but shall not be required to, obtain any insurance TINKER & RASOR desires to protect TINKER & RASOR's interest; and Customer shall immediately reimburse TINKER & RASOR for the cost thereof. The customer shall be solely liable for any and all losses that occur because insurance has not been obtained and maintained as required. All insurance policies secured under this provision: (a) shall name TINKER & RASOR as additional insured; (b) shall provide for thirty (30) days written notice to TINKER & RASOR prior to any cancellation of such coverage; and (c) shall list TINKER & RASOR as the sole loss payee.

Customer will provide TINKER & RASOR with proof of compliance with this paragraph upon the effectiveness of the Agreement and, thereafter, upon demand at any time during the Rental Period. In the event that any insurance required to be obtained by Customer under this provision is canceled, lapses, or otherwise becomes ineffective, Customer's right to use or possess the Equipment shall immediately be terminated without notice or demand by TINKER & RASOR. Such rights to use and possess the Equipment shall be reinstated only upon replacement or renewal of all such lapsed, canceled, or ineffective insurance coverages.

12. **Bond:** If requested by TINKER & RASOR, Customer, at Customer's own expense, shall furnish a bond satisfactory to TINKER & RASOR in an amount equal to the value of the Equipment as stated in the "Details of Equipment" in the purchase order, to ensure the fulfillment of Customer's obligations under the Agreement.