THE ADDITIONAL TERMS AND CONDITIONS SET FOURTH BELOW ARE PART OF THIS CONTRACT AND ARE INCORPORATED HERREIN BY REFERENCE.

HOUGHTON
BUILDING SUPPLY
EQUIPMENT RENTAL
906.482.0900 • houghtonbuildingsupply.com

1. RENTAL OPERATION: Rental rates are based on normal usage not exceeding 8 hours per day, 40 hours per week, or 160 hours per four-week period. If the equipment is operated beyond these limits, Lessee agrees to pay an additional hourly charge of $50.00 per hour. Cancellations or failures to appear without prior notice will result in a fee equal to 50% of the total rental cost, excluding delivery fees. This Rental Agreement must be signed, and an account must be established prior to any equipment pick-up or delivery. Rental charges will continue to accrue until Houghton Building Supply has been notified that the equipment is ready for pickup or has been returned to Houghton Building Supply's lot.

2. EQUIPMENT USE AND LOCATION. Lessee acknowledges receipt of the equipment and agrees to always comply with the manufacturer's operation and maintenance manual. Lessee further acknowledges familiarity with the equipment and agrees that it will be operated only by qualified and authorized personnel, in a safe manner, and in full compliance with the Manual and all applicable laws and regulations. The equipment shall be used solely for its intended and permitted purpose and shall remain at the equipment address specified in this Agreement unless Lessor provides prior written consent to relocate it.

GPS Tracking and Telematics Notice. Lessee acknowledges and agrees that the Equipment may be equipped with GPS tracking, telematics, location monitoring, engine diagnostic, utilization, and asset recovery systems. Houghton Building Supply may collect, store, monitor, and use such data for equipment recovery, theft prevention, maintenance, billing, verification of usage, service scheduling, safety, and enforcement of this Agreement. Lessee consents to such monitoring and data collection during the rental period. Lessee shall not remove, disable, obstruct, tamper with, or interfere with any tracking or telematics device installed on the Equipment. Any such interference shall constitute a material default under this Agreement and may result in immediate recovery of the Equipment and additional charges. By signing this Agreement, Lessee acknowledges receipt of clear notice that the Equipment may be electronically tracked and monitored.

3. CARE AND MAINTENANCE; CONDITION ON RETURN. Upon delivery of the equipment, you are required to inspect it. Unless you notify Houghton Building Supply of any defects or issues within two (2) days of delivery, you will be deemed to have accepted the equipment as being in good condition and operating properly. You are responsible, at your own expense, for maintaining the equipment in good repair, storing it safely, performing all normal and necessary adjustments and lubrication in accordance with the manufacturer's manual, and contacting Houghton Building Supply or a third-party maintenance provider approved in writing whenever the equipment requires service or repair. You will bear the cost of all maintenance and repairs, except to the extent the equipment is covered by a service contract with Houghton Building Supply or an approved third-party provider.

You are responsible for any undue wear or damage resulting from accidents, misuse, abuse, failure to follow the manual, or negligence, except to the extent such events constitute a breach by Houghton Building Supply of any applicable service contract. All replacement parts, service, and repairs must be obtained from Houghton Building Supply unless prior written approval is provided. You may not make any additions or alterations to the equipment without our written consent. Houghton Building Supply may inspect the equipment at any time and may require that repairs be made to maintain the equipment in the condition required under this Agreement. Should the equipment become unsafe, malfunction, or require repair, you must notify Houghton Building Supply within 24 hours and immediately cease using the equipment until the issue is resolved.

The equipment must be returned in the same condition as when rented. Equipment returned excessively dirty will incur a cleaning fee of no less than $110 per hour until it is restored to its original standard. All equipment is provided with a full tank of fuel unless otherwise noted and must be returned full; failure to do so will result in a refueling charge of $10 per gallon or a flat fee of $15, whichever is greater. If the equipment is returned in unacceptable condition, you agree to pay upon demand all charges for cleaning, servicing, repairs, and replacement necessary to restore the equipment to its original condition. Smoking is strictly prohibited in all rentals, and equipment returned with smoke contamination or damage will incur a cleaning fee of $110 per hour until it is returned to a non-smoking condition. This will be charged to either your account or card on file.

In the event of an equipment breakdown occurring after normal business hours, the renter shall contact Wards Power Equipment at 906-231-2655, which is the sole authorized repair service provider for the rented equipment. The renter shall not authorize or arrange for repairs by any other person or service provider without the prior written authorization of the Rental Company. Depending upon the nature, cause, and circumstances of the breakdown, the renter may be responsible for all, or a portion of the costs associated with inspection, service, parts, labor, transportation, or repairs. Wards Power Equipment is an independent third-party service provider and is authorized solely

to provide repair services. The renter shall not contact Wards Power Equipment regarding rental extensions, changes to the rental period, order modifications, pricing, or any other rental-related matters. All requests for rental extensions or changes to the rental agreement must be directed exclusively to Houghton Building Supply Equipment Rentals.

4. TITLE. The equipment shall remain the sole and exclusive property of Houghton Building Supply, or if the equipment is leased by a third party, the property of that third party. You, or anyone else, will not acquire any ownership interest in the equipment, other than the right to use it in accordance with this Agreement. You are responsible for taking all necessary steps to prevent any person or entity from obtaining rights in or to the equipment, other than Houghton Building Supply or the third-party owner, if applicable. You must always keep the equipment free of any liens.

5. INSURANCE. During the period when the Equipment is in your possession or in transit to or from you, you shall maintain in force the insurance described in this contract. Prior to taking possession of the Equipment, you shall furnish us with one or more certificates evidencing such policies and evidencing that each such policy may not be cancelled or materially modified except with thirty (30) days prior written notice to us.

(a) A commercial general liability insurance policy for bodily injury and death, personal injuries, and property damage (including contractual liability) with liability limits of $1,000,000 per occurrence and $1,000,000 in the aggregate. Each such policy shall name us, our employees and agents ("Our Insured Parties") as additional insureds and insure us as a primary, regardless of other insurance carried by us, against liability for bodily injury and property damages sustained by any person or persons as a result of the ownership, maintenance, use, operation, storage, erection, dismantling, servicing or transportation of the Equipment while the Equipment is in your possession or control, in transit to or from you under this Agreement, arising out of your operation of the Equipment, or otherwise related to this Agreement. You agree to abide by the provisions of each such policy and to make a written report to us and the insurer as soon as practical after any accident or occurrence involving the Equipment. (b) Workers compensation insurance as required by law. (c) Primary all risk (including earthquake and flood) physical damage or loss insurance (including loss of use and damages caused in transit) on the Equipment and naming Our Insured Parties as additional insureds and loss payees, with limits acceptable to us. Such policy shall provide that no act, omission or breach of warranty by you shall give rise to any defense against payment of the insurance proceeds. (d) If the Equipment will be used on a marine vessel or on an onshore or offshore terminal, port or platform (or any other marine application), Marine Insurance that covers onshore and offshore exposed property; Hull Insurance; Marine Casualty and Marine Liability Insurance as appropriate to the application shall be provided. Each policy of insurance maintained by LESSEE as required by this Rental Agreement, shall provide that the insurer shall give LESSOR not less than 30 days prior written notice before such policy of the coverage afforded shall be altered, terminated, or canceled, and provide that Houghton Equipment Rental's interest under such policy shall not be adversely affected by any act or omission, whether or not negligent, willful, contrary to the terms of such policy or applicable law or otherwise of LESSEE or anyone acting or purporting to act on its behalf, and that Houghton Building Supply Equipment Rental may, but shall not be obligated to, pay any premiums or other sum payable in respect thereof. (e) If a Commercial General Liability Insurance Policy is not an option; a damage liability waiver is available for an additional 15% of the total rental costs on certain equipment. This does not include a $2,500 deductible responsible by the renting party (f) Proof of valid insurance coverage is required for the rental of any trailer. A copy of the Renter's current insurance policy or declarations page must be provided prior to the release of any trailer.

6. RISK OF LOSS. You are responsible for all damage to or loss of the equipment resulting from any accident, theft, seizure, or destruction, whether or not you caused it. This includes, without limitation, damage caused by the failure of any device or material used to hitch the equipment to a towing vehicle. Your liability for damage or loss is limited to the full value of the equipment at the time of loss or damage, minus its salvage value, plus an administrative fee and any related expenses, including but not limited to loss of use, appraisal fees, recovery costs, and attorneys' fees.

7. INDEMNITY. You agree to release, indemnify, and hold harmless Houghton Building Supply, its shareholders, officers, directors, agents, employees, affiliates, successors, assigns, and third-party suppliers (collectively, "Indemnified Parties") from and against any and all claims, debts, actions, causes of action, suits, demands, fines, penalties, judgments, omissions, damages, or expenses of any kind, including attorneys' fees and costs. This indemnification applies to any claims arising out of or related to: (a) any breach by you of any representation, warranty, covenant, term of this agreement, or applicable law; (b) any damage to or destruction of property, or injury or death of persons, caused or

alleged to have been caused, in whole or in part, by any intentional, reckless, negligent, or other act or failure to act by you or your shareholders, officers, directors, agents, employees, affiliates, or successors; or (c) any losses, damages, or injuries caused by your products or services, or resulting from improper application or use of the equipment by you or your shareholders, officers, directors, agents, employees, affiliates, or successors.

8. LIMITED WARRANTY/LIMITATION OF LIABILITY. We warrant that the Equipment will perform in accordance with the manufacturer's specifications when used for its intended purpose. This warranty does not apply to damage caused by transit, negligence, abuse, abnormal use, misuse, accidents, environmental or natural conditions, failure to follow the Manual, or improper installation, storage, or maintenance.

Our sole and exclusive obligation under this warranty, and your sole and exclusive remedy, shall be, provided you notify us in writing within 24 hours of the Equipment's failure, at our option: (a) to repair the Equipment, (b) to replace the Equipment, or (c) to terminate this Agreement. If we are unable to provide Equipment that performs as warranted or an agreed-upon substitute, we will refund you for the unused rental period. Any additional refunds will be considered on a case-by-case basis at our discretion.

This express warranty is exclusive and replaces all other warranties, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. We disclaim and exclude all other express or implied warranties, except where prohibited by applicable law. To the extent certain implied warranties cannot be disclaimed, those limitations may not apply to you. This warranty grants you specific legal rights, and you may have additional rights that vary by state.

Any oral or written description of the Equipment is for identification purposes only and shall not be considered an express warranty. You are responsible for determining the suitability of the Equipment for your intended use and assume all associated risks and liabilities.

To maintain our stated pricing, our total liability under this Agreement and for any defective Equipment shall be limited to the amount paid to us for the use of the Equipment. In no event shall we be liable for incidental, special, consequential, punitive, or other indirect damages, including lost profits. Some states and countries may not allow the exclusion or limitation of certain damages, so these limitations may not apply to you.

9. EVENTS OF DEFAULT. You will be considered in default under this Agreement if any of the following events occur (bankruptcy, "Events of Default"): (a) you fail to timely pay any amount due to us; (b) you fail to return the Equipment when required or in its original condition; (c) you fail to maintain the insurance coverage required under Section 9; (d) you violate or fail to perform any other term of this Agreement; (e) you cease operations or otherwise discontinue your business, including but not limited to dissolution, merger, or sale of assets; or (f) you become insolvent, assign your assets for the benefit of creditors, or initiate or become subject to a bankruptcy proceeding, whether voluntary or involuntary.

10. REMEDIES. Upon the occurrence of an Event of Default and so long as such Event of Default continues, we may, at our option and to the extent not prohibited by applicable law, exercise any one or more of the following remedies: (a) terminate this Agreement, in which case your right to use the Equipment shall immediately cease; (b) require you to return the Equipment to our location in the same condition in which it was received; (c) peaceably enter the premises where the Equipment is located, take possession of, and remove the Equipment, without liability to us, our employees, agents, or contractors for such entry (you hereby waive, to the extent permitted by law, any right to notice or hearing prior to repossession or replevin of the Equipment by us, our employees, agents, or contractors); (d) initiate court proceedings to enforce your obligations under this Agreement or pursue any other remedies available to us at law, in equity, or under any applicable statute, including recovery of any damages incurred; and (e) recover from you (i) any unpaid rental payments due for periods prior to repossession of the Equipment, together with any applicable interest under Section 5, and (ii) all costs and expenses incurred in locating, taking, removing, storing, repairing, restoring, refurbishing, leasing, or selling the Equipment. No failure or delay on our part in exercising any right or remedy shall constitute a waiver, and no single or partial exercise of any right or remedy shall preclude further exercise of that right or the exercise of any other right or remedy. All rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies available to us at law, in equity, or under statute. You shall also be responsible for all costs and expenses, including attorneys' fees, incurred by us in connection with any Event of Default under this Agreement.

11. ASSIGNMENT; SURVIVAL. You shall not sell, transfer, assign, sublease, convey, or otherwise transfer any of your rights or obligations under this Agreement or in the Equipment without our prior written consent. We may sell, assign, sublet, or otherwise

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transfer all or any part of our rights, title, and interest in the Equipment and/or this Agreement. Additionally, we may pledge, mortgage, or grant a security interest in the Equipment and assign this Agreement as collateral. Your obligations, representations, and warranties, as well as our rights, shall survive the expiration, cancellation, or termination of this Agreement.

12. MISCELLANEOUS. Any claims by you must be brought within one year of the act or omission giving rise to the claim. Any notice required under this Agreement shall be sent by registered or certified mail, return receipt requested, to 1550 Brickyard Ln #1, Houghton, MI 49931. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles. Any cause of action, claim, suit, or demand arising out of or related to this Agreement or the relationship of the parties shall be brought exclusively in a court located in Houghton, Michigan, and both parties irrevocably consent to the venue and jurisdiction of such court. This Agreement may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original. The individual signing this Agreement on your behalf represents and warrants that they are duly authorized to do so. The invalidity or unenforceability of
any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

13. ENTIRE AGREEMENT. This document is our complete agreement. It replaces and supersedes (and you should not rely on) any prior oral or written representations or agreements. We object to and reject any additional, different or varying terms proposed by you. If you wish to negotiate with anyone or more different terms than those contained in this document, including higher liability limits, you may do so. However, any such change to this document or these terms must be in writing and signed by authorized representatives for you and us. Any terms, conditions, negotiations or understandings which are not contained in this Agreement shall have no force and effect unless made in writing and signed by each party's authorized representative. To the extent permitted by law, this Agreement is irrevocable, independent of your acceptance of the Equipment.

This Agreement may be amended or modified only in writing, signed by both parties. By signing below, you acknowledge that you have read, understood, and agree to all the terms and conditions contained in this Agreement, particularly the provisions regarding indemnification and limitation of liability. A copy of this agreement will be provided upon acknowledgement.

HOUGHTON BUILDING SUPPLY
EQUIPMENT RENTAL:

_____ (signature)
_____ (print full name)
_____ (print title)
_____ (date)
_____ (purchase order)

CUSTOMER:

_____ (signature)
_____ (print full name)
_____ (print title)
_____ (date)