



EQUIPMENT RENTAL AGREEMENT AND GENERAL TERMS

Black Peak Equipment LLC

This Equipment Rental Agreement and General Terms (the "Agreement") governs each rental of equipment, machinery, attachments, accessories, or trailers (collectively, "Equipment") from Black Peak Equipment LLC ("BPE") to the customer identified in the applicable Rental Order ("Customer"). The customer-specific Quip order, quote, reservation, invoice, or similar transaction record that identifies the Equipment, rental dates, rates, approved location, and selected charges is the "Rental Order." This Agreement and the applicable Rental Order must be read together.

By signing or electronically accepting this Agreement or a Rental Order, approving an estimate, making payment, accepting delivery, picking up the Equipment, or taking or continuing possession or use of the Equipment after receiving access to these terms, Customer agrees to this Agreement and the applicable Rental Order. A person accepting on behalf of a business represents that the person has authority to bind that business. Electronic records, signatures, and acceptances have the same effect as paper originals to the extent permitted by law.

If a Rental Order expressly conflicts with this Agreement, the Rental Order controls only for that transaction and only as to the specific conflicting term. No employee or representative may waive or change these terms except as stated in Section 28.

1. Equipment Condition Inspection and Acceptance

- A. Pre-Rental Inspection.** BPE will make the Equipment available in serviceable condition, subject to ordinary wear, and may document its condition by inspection, photographs, video, meter readings, or a condition report.
- B. Customer Inspection.** Before use, Customer must inspect the Equipment, confirm that it is suitable for the intended work and conditions, and promptly report any visible damage, missing items, safety concern, or operational problem. Customer must not use Equipment that appears unsafe or unsuitable.
- C. Acceptance.** Acceptance, pickup, delivery, or use of the Equipment confirms that Customer had a reasonable opportunity to inspect it and received it in the condition documented by BPE, except for conditions promptly reported to BPE before use or latent conditions not reasonably discoverable during an ordinary inspection.
- D. Condition Records.** BPE's time-stamped photographs, videos, meter readings, inspection records, delivery records, and return records may be used to establish the Equipment's condition, location, possession, use, and return, but Customer may provide contrary evidence.
- E. Orientation Is Not Qualification.** Providing operating information, a manual, or a general equipment orientation does not make Customer or any operator qualified. Customer is responsible for ensuring each operator has the training, experience, licenses, and certifications, if any, required for the specific Equipment and work being performed.

2. Equipment Rental Charges and Rental Periods

- A. Equipment Rental Charges.** "Equipment Rental Charges" means the charge for possession and permitted use of the Equipment during the rental period. It does not mean the total amount of the transaction. "Total Charges" means Equipment Rental Charges plus transportation, Damage Waiver, environmental fees, fuel or DEF, cleaning, taxes, excess-meter charges, damage, and any other additional charges authorized by this Agreement or the Rental Order.

- B. Rental Period.** The rental period begins at the date and time shown on the Rental Order or, if none is shown, when the Equipment is delivered to or picked up by Customer. It ends only as provided in Section 15. Time in Customer's possession counts whether or not the Equipment is being used, except for approved downtime relief under Section 8.
- C. Standard Periods and Meter Allowances.** Unless the Rental Order states otherwise, a four-hour rental allows up to four meter hours; a one-day rental is up to 24 consecutive hours and eight meter hours; a one-week rental is up to seven consecutive days and 40 meter hours; and a 30-day rental is up to 30 consecutive days and 160 meter hours. The calendar time or meter allowance, whichever is reached first, controls.
- D. Excess Use.** Use beyond the included meter allowance will be charged at the rate shown on the Rental Order or product listing. If no rate is shown, the excess-meter rate is generally calculated at 1.5 times the applicable standard hourly-equivalent rate for the Equipment.
- E. Late or Continued Possession.** Unapproved possession after the rental period may be billed in additional rental increments at BPE's then-applicable rate and does not create an approved extension. Customer remains responsible for all other charges and obligations during continued possession.
- F. Rates.** The Rental Order controls the Equipment Rental Charges for that transaction. Locked cycle rates remain fixed during the approved order unless Customer changes the Equipment, duration, location, or other material order term and BPE confirms a different rate.

3. Rental Extensions and Changes

- A. Request Required.** Customer must request an extension or other material change before the current rental period ends. A request may be made by phone, text, email, or through Quipli and is not effective until received and approved by BPE.
- B. Approval and Availability.** Extensions depend on Equipment availability, payment status, account standing, and BPE approval. Customer may not assume an extension was approved merely because the Equipment has not yet been collected or BPE has not demanded its return.
- C. Confirmation.** BPE may confirm an approved extension, revised rate, or other change through an updated Quipli order, Rental Order, invoice, email, or text message. Customer does not need to sign a new copy of this entire Agreement for each approved extension.
- D. Effect.** The revised dates and charges shown in BPE's confirmation apply to the extension. All other terms of this Agreement and the Rental Order remain in effect, including payment, care, risk, insurance, Damage Waiver, and return obligations.

4. Payment Terms and Payment Methods

- A. Initial Payment.** For rentals with Equipment Rental Charges under \$100, the full estimated amount is due before release or delivery. For all other rentals, thirty percent of the estimated Total Charges is due after Customer accepts the Rental Order and BPE approves the rental, unless the Rental Order expressly states a different amount.
- B. Final Balance at Return.** Unless BPE has approved Customer for different written account terms, the remaining rental balance and any fuel or DEF, routine cleaning, excess-meter, late-return, transportation, and other charges BPE can reasonably determine at return are due when the final return invoice is completed. BPE may charge that amount to the payment method on file and will provide Customer an itemized invoice or receipt..
- C. Thirty-Day Cycle Billing.** A rental continuing beyond an initial 30-day period is billed in successive 30-day cycles. Cycle invoices are issued and due according to the Rental Order and Customer's approved payment terms. Approved on-account terms, including any Net 30 term, change when an invoice is due; they do not change the 30-day rental cycle or the charges earned for each cycle.
- D. Payment Methods.** Customer must maintain a valid payment method or approved credit account as required by BPE. Payment processing may be performed by Quipli, Stripe, or another processor. BPE does

not retain the full payment-card number or card security code when the processor tokenizes that information.

- E. Stored Payment Method and Automatic Final Charge.** Customer authorizes BPE and its processor to keep the payment method provided for the rental on file and use it for the initial payment and final return invoice described in subsection B. BPE may process the final return invoice without additional approval after the Equipment is returned or picked up. This authorization does not include a later damage or loss invoice under subsection F unless Customer separately authorizes that charge.
- F. Damage and Other Later-Discovered Charges.** Damage, loss, recovery, or another charge requiring investigation, a repair estimate, or information not reasonably available when the final return invoice is completed may be invoiced separately. BPE will provide an itemized invoice or written notice. The amount is due Net 3, meaning within three calendar days after the invoice date. BPE will not automatically charge the stored payment method for that invoice unless Customer separately authorizes the charge.
- G. Late Amounts and Collection Costs.** Past-due amounts may accrue a finance charge of 1.5% per month (18% per year), calculated on the unpaid invoice balance excluding previously assessed finance charges, or the maximum lawful rate, whichever is less. Customer is responsible for reasonable collection costs, court costs, and attorney fees to the extent permitted by law. BPE may require prepayment for future rentals if an account is past due.
- H. Payment Plans and Account Terms.** Any payment plan, credit limit, or special account term must be approved by BPE in writing. A payment plan does not waive default or other remedies unless the writing expressly says so.

5. Environmental Fee Taxes and Tax Exempt Customers

- A. Environmental Fee.** BPE charges an environmental fee equal to 5% of Equipment Rental Charges for rented machines. The fee does not apply to trailers unless the Rental Order expressly states otherwise. This is a BPE fee, not a government tax, and helps offset environmental compliance, handling, and disposal-related business costs.
- B. Taxes.** BPE will collect sales tax and other applicable taxes only on charges taxable under applicable law. A charge's label or inclusion in this Agreement does not by itself make that charge taxable or non-taxable.
- C. Tax Exemption.** A customer claiming exemption must provide a complete and valid exemption certificate before the transaction is processed and allow BPE to review and accept it. Customer is responsible for taxes, interest, penalties, or costs resulting from invalid, incomplete, expired, or inapplicable exemption documentation.

6. Security Deposits

- A. When Required.** BPE may require a refundable security deposit when disclosed on the Rental Order or before release of the Equipment. The initial payment described in Section 4 is not a security deposit unless specifically identified as one.
- B. Use of Deposit.** BPE may apply a security deposit to unpaid Equipment Rental Charges, fuel, cleaning, damage, loss, recovery, transportation, taxes, or other amounts due under this Agreement. Application of a deposit does not limit Customer's responsibility for amounts exceeding the deposit.
- C. Return of Unused Deposit.** BPE will generally release or refund the unused portion within 10 Business Days after the Equipment is received and inspected. If BPE reasonably needs additional time to obtain a repair estimate, investigate damage or loss, or determine charges, BPE will notify Customer of the delay and provide an update when reasonably available.

7. Cancellations and No Shows

- A. Cancellation at Least 24 Hours Before Scheduled Release.** If Customer cancels at least 24 hours before the scheduled pickup or delivery time, BPE will refund amounts paid, except for any nonrefundable special-order, third-party, mobilization, or committed cost disclosed before acceptance.

- B. Cancellation Within 24 Hours Before Loading or Dispatch.** If Customer cancels less than 24 hours before scheduled pickup or delivery but before BPE loads or dispatches the Equipment, BPE may retain or charge the lesser of the initial payment or one day of Equipment Rental Charges, plus any disclosed nonrecoverable third-party cost.
- C. Cancellation After Loading or Dispatch.** If Customer cancels after BPE has begun loading, mobilization, or dispatch, Customer is responsible for reasonable loading, driver, mileage, transportation, and cancellation costs actually incurred, in addition to the amount allowed under subsection B.
- D. After Release or Delivery.** Once Customer has picked up or accepted delivery of the Equipment, the transaction is governed by the rental-period, off-rent, and return provisions rather than the cancellation policy. No cancellation refund is required for unused time except as BPE approves under Section 8 or otherwise agrees in writing.
- E. No Show.** If Customer does not appear or is unavailable at the scheduled time and no later arrangement is approved, BPE is not required to continue holding the Equipment. BPE may make it available to another customer and may assess the charges permitted under subsections B and C, including reasonable preparation or transportation costs incurred.
- F. Weather and Emergencies.** BPE may waive, reduce, credit, or reschedule cancellation charges for severe weather, emergencies, or other circumstances when BPE determines that doing so is reasonable. Any accommodation is transaction-specific and does not change this Agreement for future rentals.
- G. BPE Unavailability.** If BPE cannot provide the reserved Equipment, BPE may offer reasonably comparable Equipment, reschedule, issue a credit, or refund amounts paid for the unavailable Equipment. Customer is not required to accept materially different or unsuitable Equipment.

8. Equipment Breakdowns Repairs and Downtime

- A. Stop Use and Notify.** Customer must stop using the Equipment if it malfunctions, appears unsafe, is damaged, or displays a warning that may indicate a material problem. Customer must promptly notify BPE, protect the Equipment from further damage, and follow reasonable instructions. Use may resume only after BPE authorizes it.
- B. Unauthorized Repairs.** Customer may not repair, alter, disassemble, or arrange service for the Equipment without BPE's prior approval. Reasonable emergency measures may be taken to prevent personal injury or additional property damage, but Customer must notify BPE as soon as practicable. BPE is not responsible for unauthorized repair expenses.
- C. Equipment Issue Not Caused by Customer.** If Equipment becomes materially unusable through no fault of Customer, BPE will make commercially reasonable efforts to provide a fair solution within its capacity. Depending on availability and circumstances, BPE may repair the Equipment, provide suitable replacement Equipment, extend the rental period, reduce Equipment Rental Charges, issue a rental credit, or agree to another reasonable resolution acceptable to both parties. Customer is not required to accept materially different or unsuitable replacement Equipment.
- D. Customer-Caused Service and Repair.** Customer is responsible for reasonable service-call, travel, diagnosis, labor, parts, recovery, and repair costs caused by misuse, abuse, negligence, improper operation, overload, contamination, wrong fuel or fluids, failure to perform required checks or routine maintenance, unauthorized repair, or continued operation after a warning or known problem. Ordinary wear, latent defects, and BPE-authorized maintenance are not customer-caused damage.
- E. Access.** Customer must provide BPE reasonable, safe, and lawful access to inspect, service, replace, or recover Equipment. If access is delayed, obstructed, unsafe, or requires special equipment, Customer is responsible for resulting reasonable costs and continued charges to the extent caused by that condition.
- F. Downtime Notice.** Any approved downtime adjustment is measured from when BPE actually receives notice of the problem, unless BPE agrees otherwise. No downtime credit is due for Customer-caused conditions, lack of required access, unsuitable jobsite conditions, or time the Equipment remains reasonably usable for the intended work.

9. Fuel Cleaning and Return Condition

- A. Return Condition.** Customer must return the Equipment in substantially the same condition as received, ordinary wear excepted, and remove personal property, trash, and excessive debris.
- B. Cleaning.** Ordinary cleaning from normal use is included. Routine additional cleaning may be charged at \$20 to \$50. Excessive mud, grease, concrete, asphalt, paint, adhesives, waste, upholstery stains, odors, hazardous substances, or other abnormal contamination may be charged at BPE's reasonable labor, material, disposal, and third-party cost.
- C. Fuel and DEF.** Customer must return the Equipment with the same fuel and DEF levels shown at release. If returned with less, BPE may charge the amount reasonably required to restore the levels. Fuel is charged at BPE's then-current per-gallon fuel cost plus \$2.00 per gallon. DEF is charged at BPE's current replacement rate. Applicable taxes may be added.
- D. Correct Products.** Customer must use only the fuel, DEF, lubricants, and other fluids specified by the manufacturer or BPE. Customer is responsible for contamination and damage caused by incorrect or mixed products.
- E. Hazardous Materials.** Customer may not expose or use the Equipment with asbestos, biohazards, regulated waste, chemicals, corrosive materials, or other hazardous substances without BPE's prior written approval. Customer is responsible for lawful decontamination, testing, handling, and disposal arising from Customer's use.
- F. Return Inspection.** BPE may inspect the Equipment after return and provide an itemized description or supporting documentation for assessed cleaning, fuel, damage, missing-item, or other return charges. A completed return or pickup does not waive conditions that could not reasonably be identified immediately.

10. Authorized Operators and Proper Use

- A. Authorized Operators.** An operator must be at least 18 years old, hold a valid driver license when applicable, have Customer's permission, be familiar with and capable of operating the Equipment, possess any required training, certification, or license, and not be impaired. Customer is responsible for every person who uses, possesses, transports, or controls the Equipment with Customer's permission, whether or not that person was identified to BPE.
- B. Inspection and Instructions.** Customer and each operator must inspect the Equipment before each use and operate it only for its intended purpose, within rated capacity, and in accordance with manufacturer instructions, warnings, BPE instructions, and the law where the Equipment is operated.
- C. Prohibited Use.** Customer may not permit operation by a minor or unqualified person; unlawful, reckless, abusive, or unsafe use; use beyond rated capacity; racing, speed testing, unauthorized passengers, or unauthorized towing; disabling safety devices; use in water, corrosive conditions, or hazardous-material work without approval; or any use reasonably likely to damage the Equipment or endanger persons or property.
- D. Jobsite and Utilities.** Customer is solely responsible for jobsite access, ground and slope conditions, overhead and underground utilities, clearances, traffic control, permits, spotters, and a safe operating area. Customer must use available utility-location services and required precautions before digging, drilling, lifting, or operating near utilities or structures.
- E. Approved Location and Interstate Use.** Customer must keep BPE reasonably informed of the Equipment's location and may use or move the Equipment only at or between locations approved by BPE. An out-of-state location identified on the Rental Order, delivery record, or other written communication from BPE is considered approved. Customer may not move the Equipment to another state, country, or materially different location not previously disclosed to BPE without BPE's prior written approval. Customer may not transfer possession or control of the Equipment except to an authorized operator working for or under Customer's direction.

- F. No Transfer of Responsibility.** BPE's knowledge of an operator, location, or use does not transfer Customer's responsibilities or constitute approval unless BPE expressly approves it as required by this Agreement.

11. Damage Waiver and Customer Insurance

- A. Election and Charge.** When offered and shown on the Rental Order, Damage Waiver is an optional contractual limitation on Customer's responsibility for certain covered accidental physical damage. For machines, the Damage Waiver charge is 8% of Equipment Rental Charges for each billing cycle. It is not calculated on transportation, taxes, environmental fees, fuel, cleaning, or other charges.
- B. Trailers.** Damage Waiver is not required or automatically applied to trailers. It may be offered for selected trailers, including certain enclosed trailers, only when shown on the Rental Order.
- C. Not Insurance.** Damage Waiver is not insurance, liability coverage, or protection against third-party claims. It does not cover Customer's liability to other persons or property and does not replace legally required vehicle, commercial, or other insurance.
- D. Covered Damage.** Subject to this section, Damage Waiver applies only to sudden, accidental, direct physical damage to covered Equipment during proper use by an authorized operator at an approved location.
- E. Customer Share.** For each covered occurrence, Customer pays the actual covered repair cost if it is less than \$500. Otherwise, Customer pays 10% of the covered repair cost, subject to a minimum of \$500 and a maximum of \$2,500. Customer also remains responsible for covered loss above the \$80,000 per-occurrence Damage Waiver limit.
- F. Exclusions.** Damage Waiver does not cover: theft, mysterious disappearance, abandonment, or failure to return; unsecured Equipment; intentional, reckless, abusive, or prohibited use; an unauthorized or impaired operator; rollover, overload, or operation on unsafe terrain; submersion or water damage; vandalism, civil disturbance, fire unrelated to ordinary Equipment operation, or natural disaster; wrong fuel, fluid, or contamination; unauthorized repair or alteration; damage during transportation, loading, unloading, or towing not performed by BPE; contact with underground or overhead utilities, bridges, structures, or clearance hazards; use at an unapproved location; continued operation after a warning, damage, or known problem; failure to perform required checks or routine maintenance; missing attachments, accessories, keys, manuals, or parts; ordinary wear; or damage confined to tires, tracks, undercarriage, glass, cutting edges, teeth, or ground-engaging tools unless directly caused by an otherwise covered occurrence.
- G. Commercial Customer Insurance Option.** A commercial Customer may decline Damage Waiver only by providing a current certificate of insurance and any reasonably requested supporting documentation showing rented-equipment coverage at full replacement value and appropriate liability coverage, with BPE identified as additional insured and loss payee when requested. BPE or an authorized manager must review and approve the documentation before release. Uploading a certificate alone is not approval. If approved coverage expires, is cancelled, is materially inadequate, or cannot be verified during the rental, Damage Waiver may be applied prospectively where permitted. BPE's review does not guarantee that a claim will be covered.
- H. Reporting and Cooperation.** Customer must promptly report damage, preserve evidence, provide truthful information, cooperate with investigation and repair, and make the Equipment available. Damage Waiver does not waive duties to stop use, report incidents, protect the Equipment, pay excluded amounts, or meet any other obligation under this Agreement.

12. Risk of Loss and Incident Reporting

- A. Period of Responsibility.** Customer's responsibility begins when Customer receives or takes control of the Equipment and continues until BPE physically receives or recovers it. An off-rent notice, stopped use, or pickup request does not end Customer's duty to safeguard Equipment that remains in Customer's possession or at Customer's jobsite.

- B. Loss and Damage.** Subject to applicable Damage Waiver and insurance, Customer is responsible for theft, disappearance, destruction, and damage during the period of responsibility, except to the extent directly caused by BPE's negligence, a latent defect, a mechanical failure not caused by Customer, or ordinary wear.
- C. Serious Incidents.** Customer must immediately notify BPE of theft, fire, rollover, collision, vandalism, serious injury, environmental release, utility strike, law-enforcement contact, seizure, or other significant event and notify police, fire, utility, or other authorities when appropriate or legally required.
- D. Cooperation and Admissions.** Customer must preserve the scene and evidence when safe, identify witnesses, provide reports and photographs, and cooperate with BPE and insurers. Customer may not admit liability, release a claim, or settle on BPE's behalf.
- E. Determining Loss.** Recoverable loss may include reasonable repair or replacement cost, recovery and transportation, inspection, cleanup, missing items, and other authorized amounts. BPE will credit payments received from applicable Damage Waiver, insurance, responsible third parties, or salvage to avoid duplicate recovery for the same loss.

13. Third Party Claims and Indemnification

- A. Customer Responsibility.** To the fullest extent permitted by law, Customer will defend, indemnify, and hold harmless BPE and its owners, members, employees, and agents from third-party claims, damages, losses, fines, penalties, and reasonable legal expenses arising from: Customer's or an operator's possession, transportation, loading, unloading, storage, or use of Equipment; jobsite conditions or utilities; violation of law or permit requirements; bodily injury, death, or property damage caused by Customer or an operator; Customer's breach of this Agreement; or hazardous materials introduced or handled by Customer.
- B. BPE Fault.** Customer has no duty to indemnify BPE for the portion of a claim finally determined to have been caused by BPE's negligence, willful misconduct, or other liability that cannot lawfully be shifted to Customer. This section will not be interpreted more broadly than applicable law permits.
- C. Claim Procedure.** BPE will provide reasonably prompt notice of a covered claim when practicable. Customer may participate in or control the defense with counsel reasonably acceptable to BPE, but may not settle a claim in a way that admits wrongdoing by BPE, imposes a nonmonetary obligation on BPE, or fails to release BPE without BPE's written consent.
- D. Insurance and Survival.** Insurance does not limit Customer's obligations under this section. This section survives return of the Equipment and termination of the rental.

14. Ownership and Protection of Equipment

- A. Ownership.** The Equipment remains the personal property of BPE or its applicable supplier. Customer receives only a temporary right of possession and use under this Agreement. No rental payment creates ownership, equity, or a purchase option unless a separate written purchase agreement expressly states otherwise.
- B. No Transfer or Encumbrance.** Customer may not sell, assign, sublease, lend, pledge, mortgage, encumber, or create or permit any lien or security interest in the Equipment. Customer must keep the Equipment free of claims arising through Customer and promptly satisfy or bond off any such claim.
- C. Identification and Fixtures.** Customer may not remove, conceal, alter, or disable serial numbers, ownership markings, safety labels, or GPS or telematics devices. Customer may not attach the Equipment to real or personal property in a manner that makes it a fixture or impairs BPE's ownership or recovery rights.
- D. Seizure or Legal Process.** Customer must immediately notify BPE of any levy, seizure, impound, lien, bankruptcy, insolvency proceeding, or legal process affecting the Equipment and must reasonably assist BPE in protecting its ownership and recovering possession.

15. Off Rent Notice and Return

- A. Scheduled End and Notice.** No additional off-rent notice is required when the Equipment will be ready at the date, time, and location stated on the Rental Order. Customer must contact BPE by phone, text, or email for an early end, extension, location change, or if the Equipment will not be ready as scheduled. Notice is effective when received and must reasonably identify Customer, the Rental Order or Equipment, and the requested off-rent time or change.
- B. Ready for Return or Pickup.** Equipment is ready only when it is shut down, reasonably clean, accessible, in a safe location for loading, and accompanied by all keys, attachments, accessories, manuals, and other provided items. Customer is responsible for reasonable costs and continued charges if Equipment is inaccessible, unsafe to load, still being used, or otherwise not ready.
- C. When Billing Stops.** For a scheduled end, Equipment Rental Charges stop at the agreed end time if the Equipment is ready as required. For an approved early off-rent, charges stop when BPE receives the notice and the Equipment is ready. For Customer-returned Equipment, charges continue until BPE physically receives it. Charges also continue during an unapproved extension or while Equipment is not ready. An estimated pickup time is not a guarantee of immediate pickup and does not itself extend billing when Customer has timely satisfied this section.
- D. Custody Until Receipt.** Customer must continue to safeguard and refrain from using the Equipment until BPE physically receives it, even if Equipment Rental Charges have stopped under subsection C.

16. Default and Remedies

- A. Default.** Customer is in default if Customer fails to pay when due; breaches this Agreement or a Rental Order; provides materially false information; permits prohibited use or an unauthorized transfer; fails to maintain required insurance; refuses lawful access or return; abandons, conceals, damages, or threatens the Equipment; becomes insolvent or subject to proceedings that materially endanger BPE's rights; or BPE reasonably believes the Equipment or public faces an immediate material risk.
- B. Immediate Protective Action.** Without waiting for a cure period, BPE may suspend use or recover Equipment when it is stolen, abandoned, concealed, unlawfully transferred, intentionally damaged, used in a way presenting imminent danger, or otherwise at material risk of loss or seizure.
- C. Remedies.** After default and any notice or opportunity to cure required by law, BPE may cancel or refuse an extension; suspend account privileges; require immediate payment; require return; enter a jobsite or other lawful location to inspect or recover Equipment; use lawful remote-disable or recovery tools when available; recover reasonable repossession, transportation, repair, collection, and legal costs; and pursue any other lawful remedy. BPE will not breach the peace or enter a dwelling without lawful permission or process.
- D. Charges and Credits.** Equipment Rental Charges and other authorized amounts continue until return or lawful recovery to the extent caused by Customer's default. BPE will apply deposits, insurance, resale or salvage proceeds, and other recoveries as required by law and will not recover duplicate amounts for the same period or loss.
- E. Cooperation.** Customer must identify the Equipment's location and provide reasonable access for inspection, return, or recovery. Customer may not obstruct, conceal, move, or damage Equipment after a return or recovery demand.
- F. Recall Without Customer Default.** BPE may recall Equipment without Customer default upon at least 10 days' notice when reasonably necessary for safety, legally required service, ownership rights, or business needs. BPE will refund or credit prepaid Equipment Rental Charges for the unused approved period. If immediate recall is reasonably required for safety or law, BPE may shorten the notice and will work in good faith on a reasonable return plan.
- G. Cumulative Remedies.** Rights and remedies are cumulative. A delay or partial exercise does not waive another right or later enforcement.

17. Transportation and Customer Pickup

- A. BPE Transportation.** Delivery and pickup dates and times are estimates unless BPE expressly guarantees a time in writing. Customer must provide accurate access information, safe loading and unloading conditions, and an authorized person when required. Additional trips, waiting time, difficult access, or failed delivery or pickup caused by Customer may be charged at reasonable rates.
- B. Customer Transportation.** Customer pickup or transport requires BPE approval. Customer is responsible for using a lawful vehicle, hitch, trailer, load securement, permits, route, and operator with adequate rating and capacity. Customer must follow BPE loading instructions and inspect securement during travel. BPE may refuse release if the proposed transport appears unsafe or unlawful.
- C. Loading and Unloading.** Responsibility for loss or damage during loading, unloading, or transport follows the party performing or controlling that activity, subject to the other terms of this Agreement. Customer must not unload or load Equipment in unsafe conditions or by an unqualified person.
- D. Transportation Charges.** Quoted transportation charges may be based on mileage, zone, equipment type, access, timing, or required vehicle. Tolls, permits, escorts, waiting time, extra trips, and Customer-requested changes may be added when disclosed or reasonably incurred because of Customer's request or condition.

18. Trailer Rentals and Towing Requirements

- A. Approved Tow Vehicle.** Customer must use a tow vehicle with the manufacturer-rated towing capacity, hitch, ball size, electrical connection, brake controller, and other equipment required for the loaded trailer. BPE may inspect the setup and refuse release, but Customer remains responsible for legal and safe towing.
- B. Driver and Compliance.** The driver must be properly licensed, capable, and legally permitted to tow the trailer and load. Customer is responsible for registration, permits, route restrictions, speed limits, lighting, brakes, breakaway system, chains, load distribution, and securement.
- C. Inspection.** Before travel and periodically during use, Customer must inspect tires, wheels, lug nuts, coupler, latch, jack, chains, lights, brakes, breakaway system, doors, ramps, and load securement. Customer must stop and notify BPE if a material issue arises.
- D. Loading.** Customer must not exceed gross vehicle weight, axle, tire, hitch, tongue-weight, or cargo ratings. Loads must be centered, balanced, and secured. Customer is responsible for cargo and for damage caused by overload, improper loading, unsecured cargo, or unsuitable tow equipment.
- E. Tires and Roadside Events.** Customer must stop promptly after a tire warning, vibration, impact, or visible problem. Ordinary tire wear is BPE's responsibility, but Customer is responsible for damage caused by curb or object strikes, overload, underinflation after a known warning, improper use, or continued travel after a problem becomes apparent.
- F. Damage Waiver and Vehicle Insurance.** Damage Waiver is not automatically applied to trailers and is available only when offered and shown on the Rental Order. Customer is responsible for confirming that the tow vehicle's insurance and any other required coverage applies to the trailer, cargo, and towing activity.
- G. Trailer Tire Maintenance Fee.** When a trailer is rented without other Equipment, BPE charges a tire maintenance fee equal to 3% of the trailer's Equipment Rental Charges for each billing cycle. The fee helps offset ordinary tire inspection, maintenance, wear, and replacement. It is not insurance or Damage Waiver and does not eliminate Customer's responsibility for tire damage caused by overloading, improper loading, curb or object impact, misuse, continued operation after a warning, or another condition within Customer's control.
- H. Accidents and Separation.** Customer must immediately stop, protect the scene, contact emergency authorities when required, and notify BPE after an accident, trailer separation, cargo loss, rollover, or similar event. Customer must not continue towing an unsafe trailer.

19. GPS Telematics and Equipment Data

- A. Devices and Data.** Equipment may contain GPS, telematics, hour meters, diagnostic systems, cameras, or similar technology that records location, movement, operating hours, fault codes, fuel or battery status, impact events, and equipment condition.
- B. Permitted Uses.** BPE may use this data to administer the rental, locate and recover Equipment, plan service and transportation, verify hours and approved locations, investigate loss or misuse, respond to emergencies, enforce this Agreement, and comply with law. BPE may share relevant data with its service providers, insurers, owners or suppliers, law enforcement, or other persons as reasonably necessary for those purposes or as required by law.
- C. No Disablement or Privacy Expectation.** Customer may not remove, cover, disable, interfere with, or tamper with a device. Customer must inform authorized operators that the Equipment may be monitored. Customer should not expect location or operating privacy in rented Equipment, subject to rights that cannot lawfully be waived.
- D. Data Limitations.** Telematics may be delayed, incomplete, or inaccurate and is not a substitute for Customer's inspections, supervision, safe operation, or required reporting. BPE is not required to continuously monitor Equipment or alert Customer to every condition.

20. Additional Charges

- A. General Rule.** In addition to Equipment Rental Charges, Customer is responsible for reasonable, documented, and authorized charges arising under this Agreement or the Rental Order, including transportation, waiting time, fuel or DEF, cleaning, environmental fees, taxes, excess meter use, missing items, recovery, repairs, and third-party costs.
- B. Labor Travel and Service.** When Customer is responsible for a service event, BPE may charge reasonable travel time, mileage, labor, parts, supplies, outside vendor charges, and recovery or transportation costs. BPE will not charge Customer for ordinary wear, latent defects, or repairs that are BPE's responsibility.
- C. Tire Service.** A Customer-responsible tire service event may include a \$20 tire service fee plus reasonable travel, labor, repair, replacement, towing, or third-party cost. This event charge is separate from the trailer tire maintenance fee in Section 18, which relates to ordinary tire wear and maintenance.
- D. Government and Third Party Charges.** Customer is responsible for tolls, citations, impound charges, permits, fines, penalties, utility repair charges, environmental response costs, and other third-party charges resulting from Customer's possession, transport, location, or use, except to the extent caused by BPE.
- E. Documentation and No Duplication.** BPE will provide reasonable itemization or supporting information for a materially disputed additional charge and will not recover twice for the same cost or loss.

21. Equipment Selection and Disclaimer of Warranties

- A. Customer Selection.** Customer selects the Equipment and is responsible for confirming that its type, capacity, dimensions, attachments, reach, power source, ground pressure, transportation needs, and other characteristics are appropriate for the intended work and site. BPE may provide information but does not control Customer's job, methods, or site.
- B. No Guaranteed Result.** BPE does not guarantee that the Equipment will achieve a particular production rate, result, schedule, compatibility, or fitness for an undisclosed purpose.
- C. Disclaimer.** EXCEPT FOR BPE'S EXPRESS OBLIGATIONS IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EQUIPMENT IS RENTED AS IS AND WITH ALL FAULTS, AND BPE DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER IMPLIED WARRANTIES.
- D. Preserved Obligations.** This disclaimer does not eliminate BPE's obligations concerning disclosed condition, no-fault breakdowns, authorized repairs, or any warranty or duty that applicable law does not permit BPE to disclaim.

- E. Manufacturer Information.** BPE may provide manufacturer manuals or warranty information and may reasonably assist with an available manufacturer claim, but BPE does not adopt a manufacturer's separate warranty as its own.
- F. No Oral Warranty.** An oral statement, estimate, recommendation, or product description is not a warranty or guarantee unless expressly included in the Rental Order or a written amendment authorized under Section 28.

22. Limitation of Liability and Consequential Damages

- A. Breakdown Remedies.** For a no-fault Equipment problem, Customer's remedies are those stated in Section 8, subject to rights that applicable law does not permit the parties to limit.
- B. Excluded Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BPE IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST CONTRACTS, BUSINESS INTERRUPTION, PROJECT DELAY, IDLE WORKERS, ADDITIONAL LABOR, SUBSTITUTE EQUIPMENT, MISSED DEADLINES, LOST PRODUCTION, OR CONTRACT PENALTIES, EVEN IF BPE WAS ADVISED THAT SUCH DAMAGES WERE POSSIBLE.
- C. Customer Business Commitments.** Customer is responsible for scheduling, backup plans, labor, subcontractors, project commitments, and other business risks that depend on Equipment availability or performance.
- D. Claims Not Excluded.** This section does not exclude Customer's direct damages to the extent finally determined to have been caused by BPE's negligence or willful misconduct resulting in physical injury or physical property damage, fraud, or any liability that applicable law does not permit BPE to exclude or limit.
- E. No Duplicate Recovery.** This section does not authorize duplicate recovery and does not reduce credits or remedies expressly owed under another section of this Agreement.

23. Compliance With Laws Permits and Jobsite Requirements

- A. Compliance.** Customer must comply with all federal, state, local, and tribal laws, regulations, ordinances, orders, and safety requirements applicable to Customer, the operator, the jobsite, transportation, and use of the Equipment.
- B. Permits and Qualifications.** Customer is responsible for permits, licenses, certifications, registrations, inspections, route approvals, traffic control, excavation notices, and qualified personnel required for the work or location.
- C. OSHA and Workplace Duties.** Customer controls the jobsite and is responsible for employer, workplace, training, supervision, fall protection, trenching, excavation, lifting, personal protective equipment, and other occupational-safety duties that apply to Customer's work. BPE does not assume control of the jobsite by delivering, inspecting, servicing, or recovering Equipment.
- D. Environmental and Land Rules.** Customer must comply with environmental, emissions, spill, dust, noise, fire, land-use, and protected-area requirements and must obtain landowner or agency permission for use.
- E. Out of State Use.** Customer is responsible for additional laws, permits, taxes, registrations, transportation rules, and insurance requirements in every jurisdiction where approved Equipment is transported or used.

24. Assignment No Waiver and Severability

- A. Assignment.** Customer may not assign this Agreement, a Rental Order, or possession or control of Equipment without BPE's prior written approval. BPE may assign receivables or its rights to an owner, lender, purchaser, or affiliated or successor business, subject to Customer's nonwaivable rights.
- B. No Waiver.** A waiver is effective only for the specific event and only if clearly communicated by the waiving party. Delay, partial enforcement, acceptance of payment, or a prior accommodation does not waive later enforcement.

C. Severability. If any provision of this Agreement is held invalid or unenforceable, that provision will be enforced to the fullest extent permitted by applicable law or, if it cannot be lawfully enforced, severed from this Agreement. The remaining provisions will continue in effect.

25. Events Beyond Reasonable Control

- A. Covered Events.** Neither party is responsible for delay or failure caused by an event beyond its reasonable control, including severe weather, wildfire, flood, earthquake, epidemic, war, terrorism, civil disturbance, government order, road closure, utility or communications outage, labor disruption, transportation interruption, or supplier failure not caused by that party.
- B. Duties During Event.** The affected party must give notice when reasonably practicable and make commercially reasonable efforts to reduce delay and resume performance. Customer must continue to safeguard Equipment and comply with safety, incident-reporting, and return instructions.
- C. Payment and Resolution.** This section does not excuse payment already earned or costs already incurred. If a covered event materially prevents the rental from continuing, BPE and Customer will work in good faith on return, rescheduling, credit, or another reasonable resolution based on the circumstances and Equipment availability.

26. Notices and Electronic Communications

- A. Transactional Communications.** Customer consents to receive Rental Orders, invoices, receipts, reminders, disclosures, extension confirmations, service messages, and other rental communications electronically at the phone number, email address, or Quipli account Customer provides.
- B. Current Contact Information.** Customer must keep contact and billing information current and promptly notify BPE of a change. BPE may rely on the most recent information provided by Customer.
- C. When Communications Are Effective.** Routine rental communications from BPE are effective when transmitted to Customer's designated contact information unless BPE receives a delivery-failure notice. Customer communications requiring receipt—such as an extension request, location change, dispute, or early off-rent notice—are effective when delivered to BPE's designated telephone number, email address, Quipli account, or authorized representative without a delivery-failure notice. An extension or other requested change remains subject to BPE's approval when approval is required under this Agreement.
- D. Formal Notices.** A formal default, claim, legal, or cancellation notice may be delivered personally, by recognized courier, certified mail, email with delivery confirmation, or another method permitted by law to the addresses shown on the Rental Order or later updated in writing.
- E. Marketing.** Consent to transactional communications does not require consent to marketing messages. Customer may manage marketing preferences without stopping communications necessary to administer an active rental or account, subject to law.
- F. Records.** The parties may retain and use electronic communications and system records as evidence of notices, approvals, changes, and transactions, subject to applicable law.

27. Governing Law and Dispute Location

- A. Governing Law.** Utah law governs this Agreement and each Rental Order, without regard to conflict-of-law rules, except to the extent federal law or the mandatory law of another jurisdiction applies.
- B. Good Faith Resolution.** Before filing suit, the parties will make a reasonable good-faith effort to discuss and resolve the dispute, unless immediate action is reasonably necessary to protect persons, property, Equipment, a limitations period, or another legal right.
- C. Courts and Venue.** Subject to any mandatory law, an action arising from this Agreement or a Rental Order must be brought in a state or federal court with jurisdiction in or serving Box Elder County, Utah. Each party consents to personal jurisdiction and venue there.
- D. Small Claims and Other Rights.** This section does not prevent a qualifying claim in small claims court or limit a right or remedy that applicable law does not permit the parties to waive.

28. Entire Agreement Changes and Interpretation

- A. Entire Agreement.** This Agreement, together with the applicable Rental Order and any attachment or written addendum expressly incorporated into it, is the entire agreement for that rental and replaces prior or contemporaneous oral or written discussions about the same transaction.
- B. Relationship of Documents.** This Agreement supplies the general terms. The Rental Order supplies transaction-specific information such as Equipment, dates, rates, approved location, selected Damage Waiver, transportation, and other charges. If they expressly conflict, the Rental Order controls only for that transaction and only as to the specific conflicting term.
- C. Approved Changes and Extensions.** BPE may document an approved extension or transaction-specific change through an updated Quipli order, Rental Order, invoice, email, or text. The change becomes effective when accepted through payment, continued possession after clear notice, electronic approval, or other clear conduct showing agreement. A new signature on this entire Agreement is not required for each approved extension.
- D. No Unauthorized Oral Changes.** An employee's or representative's oral statement does not amend this Agreement unless BPE confirms the change in an authorized written or electronic record.
- E. Future Revisions.** BPE may revise its general terms prospectively. A revision applies only to a Rental Order accepted after the revised terms are provided or to an existing rental when Customer expressly agrees. A later website posting alone does not retroactively change an existing Rental Order.
- F. Interpretation.** Headings are for convenience and do not limit a provision. "Including" means including without limitation. Examples are illustrative, not exhaustive. Singular and plural terms include each other when the context reasonably requires.
- G. Electronic Copies and Counterparts.** Electronic copies and counterparts are treated as originals and together form one agreement to the extent permitted by law.
- H. Survival.** Payment, loss and damage, indemnification, ownership, dispute, evidence, and other provisions that by their nature should continue remain effective after return, cancellation, expiration, or termination.

29. Customer Acknowledgment and Acceptance

- A. Customer Acknowledgments.** Customer acknowledges that Customer: (1) received or had access to this Agreement and the applicable Rental Order before acceptance; (2) reviewed the Equipment, rental dates, rates, location, Damage Waiver selection, transportation, fees, and Total Charges shown on the Rental Order; (3) had an opportunity to inspect the Equipment and ask questions; (4) understands that only qualified, authorized operators may use the Equipment; and (5) agrees to the payment, return, risk, insurance, and other obligations stated in these documents.
- B. Payment Acknowledgment.** Customer authorizes the payments expressly described in Section 4, the Rental Order, and any separate payment authorization. This acknowledgment does not create broader authority than those records provide.
- C. Authority.** A person accepting for a company or other entity represents that the person has authority to bind that entity. The representative is not personally liable solely because the representative accepted in a disclosed representative capacity, unless the representative separately guarantees payment or liability.
- D. Electronic Acceptance.** Electronic signature or acceptance, estimate approval, payment, pickup, delivery acceptance, or possession or use after access to these terms constitutes acceptance to the extent stated in the opening of this Agreement and permitted by law.
- E. Copies.** Customer may download, print, or request a copy of the Agreement and Rental Order. BPE may retain electronic copies in the ordinary course of business.