

CUSTOMER ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS & CONDITIONS HAS BEEN MADE AVAILABLE TO THE CUSTOMER TERMS & CONDITIONS: Rental of Equipment from Titan Rental Equipment, LLC. PLEASE READ CAREFULLY. This agreement includes an indemnification clause, a class action and jury waiver, and limitations of Titan Rental Equipment, LLC's liability. By accepting delivery of the Equipment (defined below) or making payment(s) to Titan Rental Equipment, LLC for the same, Customer agrees to be bound by the Rental Terms even if the Rental Agreement has not been fully executed. Last Update: Jan 01, 2026.

DEFINITIONS "Agreement" means the Reservation Details (as defined below), together with any associated Rental Agreement (as defined below), including these Rental Terms which are incorporated by reference therein.

"Customer" means the person or entity identified in the Reservation Details or any representative, agent, officer or employee of Customer. "Titan Rental Equipment, LLC" "Equipment" means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to, telematics devices, air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Qualified Operator" means any individual who is permitted by Customer to operate the Vehicle. This includes individuals identified in the Rental Agreement as additional QUALIFIED OPERATOR(S). All Qualified Operators must have a valid operator's license (as applicable), and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer's obligations related to the Vehicle and for any obligations that the Rental Agreement imposes on a Qualified Operator of the Vehicle. "Rental Agreement" means the agreement made between Customer and Titan Rental Equipment, LLC for Titan Rental Equipment, LLC to rent Equipment, whether that Agreement is made in person at the Store Location, online, or at the time of Equipment delivery, and which incorporates by reference these Rental Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental Terms by reference. "Rental Period" means the period of time between the "Rental Out" and "Scheduled In," set forth in the Rental Agreement, except that the Rental Period may terminate earlier as provided in Sections 20 and 27 hereof or if Customer returns the Equipment earlier. "Credit Card" means the credit card provided by Customer as part of this Agreement or otherwise kept on file with Titan Rental Equipment, LLC. "Reservation Details" means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental Agreement, as the case may be. "Store Location" means the Titan Rental Equipment, LLC address set forth in the Rental Agreement. "Telematics Data" means data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. "Vehicle" means a motor vehicle identified as the rental item(s) in a Rental Agreement, reservation detail, or similar document; and "Vehicles" collectively refers to each such Vehicle. 2. AUTHORITY TO SIGN; FORM CONTRACTS Any individual signing the Agreement represents and warrants that he or she is of legal age 3. INDEMNITY / HOLD HARMLESS: To the fullest extent permitted by law, Customer will indemnify, defend and hold harmless LESSOR and its affiliated companies, and their respective directors, officers, managers, employees, agents, successors and assigns ("LESSOR ") from and against any and all loss, damage, cost (including cost of accident investigation), expense, penalty, violation, fine, lien, award or judgment, including attorney's fees and court costs arising out of or related to any claim, demand, suit, legal action or proceeding of any nature, including without limitation personal injury and property damage (including to any Equipment) (collectively a "Claim") made upon or against the LESSOR, or any of them, and caused by, or otherwise arises under or is related, directly or indirectly, to (A) any act or omission of Customer, (B) any violation of any law by Customer or (C) Customer's failure to observe and perform its obligations under this Agreement. If the indemnity obligations contained herein are not enforceable under applicable law, then, but only in such event, this Section will be modified, read, construed and enforced to the fullest extent permitted by law to provide maximum indemnification to LESSOR and any obligation that is enforceable will remain in full force and effect and be binding on Customer. Customer's indemnity obligations hereunder will be in addition to any other rights available to the LESSOR and will not be limited in any manner by any limitation on the amount or type of damages, compensation or benefits paid or payable by or for Customer under the applicable worker's compensation laws, constitutions, or any applicable employee benefit acts, disability benefit acts, or industrial insurance acts; and to the extent necessary to give full effect to Customer's indemnity obligations, Customer expressly waives all immunity and limitation of liability under any such laws, constitutions or acts. Customer's obligations contained herein are independent from, and not limited in any manner by, Customer's insurance obligations set forth in this Agreement. The provisions of this Section will survive the termination of this Agreement. 4. INSPECTION OF EQUIPMENT Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Titan Rental Equipment, LLC is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify Titan Rental Equipment, LLC. Customer shall abide by all 3rd party manufacturer requirements regarding repair, maintenance, and notice.

14. RENTAL PERIOD / CALCULATION OF CHARGES Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during Titan Rental Equipment, LLC's regular business hours or picked up by Titan Rental Equipment, LLC after Customer notifies Titan Rental Equipment, LLC that the Equipment is "off rent" and obtains an "off rent" confirmation number from Titan Rental Equipment, LLC. Pick-up and delivery by Titan Rental Equipment, LLC is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental Agreement. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed on the Rental Agreement. Additionally, Titan Rental Equipment, LLC shall invoice Customer for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by Customer to the Equipment; (ii) restoration of the Equipment to its original configuration; or (iii) transportation to and from an approved repair facility. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes (including, without limitation, the Estimated Personal Property Tax Reimbursement Charge) or other taxes, levies and assessments required to be collected by Titan Rental Equipment, LLC from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one
15. ORDER OF PRECEDENCE These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Titan Rental Equipment, LLC. In the event that Titan Rental Equipment, LLC signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.
16. CLASS ACTION WAIVER Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Titan Rental Equipment, LLC as a class plaintiff or

class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Titan Rental Equipment, LLC. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

17. **JURY WAIVER** The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on Titan Rental Equipment, LLC, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for Titan Rental Equipment, LLC. Titan Rental Equipment, LLC shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.
18. **DEPOSIT AND PAYMENT A. DEPOSIT:** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Titan Rental Equipment, LLC due to the breach. **B. PAYMENT:** All amounts due hereunder shall be payable within 30 days of invoice issue date by Customer. Customer acknowledges that timely payment of rental and service charges is essential to Titan Rental Equipment, LLC's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Titan Rental Equipment, LLC agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Where permitted by law, Titan Rental Equipment, LLC may impose a surcharge of up to 3.0% for credit card payments on charge accounts. This surcharge is not greater than Titan Rental Equipment, LLC's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental rates do not include sales tax, goods and services tax or other taxes, levies and assessments required to be collected by Titan Rental Equipment, LLC from Customer at any time upon, or in respect of, the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that Titan Rental Equipment, LLC reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s) or rental charges or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse Titan Rental Equipment, LLC for any Tax assessed that was attributable to Customer.
19. **TITLE / NO PURCHASE OPTION / NO LIENS** The Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Titan Rental Equipment, LLC. Unless covered by a specific supplemental agreement signed by Titan Rental Equipment, LLC, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.
20. **DEFAULT** Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Titan Rental Equipment, LLC anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, Titan Rental Equipment, LLC may do any one or more of the following: (i) terminate the Rental Period; (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (iii) cause Titan Rental Equipment, LLC's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Titan Rental Equipment, LLC in retaking and repossessing the Equipment; or (iv) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.
21. **MALFUNCTIONING EQUIPMENT** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Titan Rental Equipment, LLC. If such condition is the result of normal operation, Titan Rental Equipment, LLC will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. Titan Rental Equipment, LLC has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.
22. **RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Titan Rental Equipment, LLC's regular business hours or if Titan Rental Equipment, LLC has agreed to pick up the Equipment, Titan Rental Equipment, LLC shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies Titan Rental Equipment, LLC that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, less reasonable wear and tear (as defined below) and free of any hazardous materials and contaminants. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by Titan Rental Equipment, LLC including repair or replacement of tires and tubes. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Titan Rental Equipment, LLC for any reason whatsoever, Customer will pay Titan Rental Equipment, LLC the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Titan Rental Equipment, LLC the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Titan Rental Equipment, LLC shall be under no obligation to commence repair work until Customer has paid to Titan Rental Equipment, LLC the estimated cost therefor. Customer agrees that Titan Rental Equipment, LLC reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

23. **REASONABLE WEAR AND TEAR** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis (as defined in Section 14 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (ii) except where Titan Rental Equipment, LLC expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; and (vi) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.
24. **LATE RETURN** Customer agrees that if the Equipment is not returned by the end of the Rental Period, Titan Rental Equipment, LLC, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that Titan Rental Equipment, LLC reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

5 **LIMITATION OF LIABILITY:** In no such event will LESSOR be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, LESSOR's failure to deliver the Equipment as required hereunder, or LESSOR's failure to repair or replace non-working Equipment. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the equipment from the time the equipment is delivered to the Customer until the equipment is returned to LESSOR and will take all necessary precautions to protect all persons and property from injury or damage from the equipment. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE SUBSEQUENT USE OR RENTAL OF THE EQUIPMENT OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (d) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. 6. **CUSTOMER RESPONSIBILITIES** Customer shall provide Titan Rental Equipment, LLC with the information and the documentation Titan Rental Equipment, LLC requests to assess, plan, and provide the Equipment. All Equipment is provided based on information provided by Customer or others and Titan Rental Equipment, LLC is relying on the accuracy and completeness of such information in providing the Equipment. Customer recognizes that it is impossible for Titan Rental Equipment, LLC to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including Titan Rental Equipment, LLC and its employees, and for ensuring that any services are carried out in compliance with applicable laws. 7. **USE OF EQUIPMENT** Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel ("USLD") in equipment with tier 5 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD Titan Rental Equipment, LLC HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT AND ANY OTHER COSTS INCURRED BY Titan Rental Equipment, LLC DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify Titan Rental Equipment, LLC if Equipment needs repair or maintenance. Customer acknowledges that Titan Rental Equipment, LLC has no responsibility to inspect the Equipment while it is in Customer's possession. Titan Rental Equipment, LLC shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason. 8. **COMPLIANCE WITH APPLICABLE LAWS** Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or other materials, and security, traffic control and road crossings associated with the use of the Equipment. Customer shall ensure that the Equipment always remains movable personal property. Customer shall not allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture. 9. **WARRANTY / DISCLAIMER OF WARRANTIES** Titan Rental Equipment, LLC WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Titan Rental Equipment, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, Titan Rental Equipment, LLC DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, Titan Rental Equipment, LLC SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, Titan Rental Equipment, LLC SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE. shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to Titan Rental Equipment, LLC the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement. TIME IS OF THE ESSENCE OF THE AGREEMENT. 15. **DAMAGE WAIVER CHARGE** Unless Customer elects to opt out of the "DAMAGE WAIVER Charge" on this Agreement and Customer provides the Property Insurance referenced in Section 21B below, Customer agrees to pay a DAMAGE WAIVER Charge which is a percentage of the rental fee. THE DAMAGE WAIVER CHARGE IS NOT INSURANCE, NOR IS IT A WARRANTY. In exchange for this Charge, Titan Rental Equipment, LLC agrees to modify Section 11 of this Agreement and relieve Customer of liability in excess of \$1,000.00 for accidental damage to the Equipment on the contract, and for loss due to an act of mother nature, upset and riot, provided that the Customer promptly reports such loss or damage to Titan Rental Equipment, LLC. Customer shall be responsible for the first \$1,000.00 of the cost of repair or replacement. However, excluded from this waiver is any loss or damage due to theft, burglary, theft by conversion, mysterious disappearance, misuse or abuse, intentional damage, damage incurred transporting the rented item(s) on public or private roadways or any loss due to Customer failing to care for the Equipment per the provisions of this Agreement. The DAMAGE WAIVER is secondary to all Customer's insurance coverage and Customer agrees to assign all claims and proceeds from insurance coverage to Titan Rental Equipment, LLC per Section 21 of this Agreement. 16. **REFUELING SERVICE CHARGE** Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel. 17. **ENVIRONMENTAL SERVICE**

CHARGE Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, Titan Rental Equipment, LLC charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at Titan Rental Equipment, LLC's discretion. The Environmental Service Charge is up to 4.00% of the service charge. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

21. CUSTOMER INSURANCE COVERAGE: The Customer at its expense agrees to and will carry, maintain and provide the following insurance coverages before the Equipment's arrival on the job site; a) worker's compensation and employer's liability insurance applicable to Customer's employees, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c)

follow form excess/umbrella non-contributory insurance in the amount of at least \$5,000,000; said primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of LESSOR policies; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full replacement cost of the Equipment, including any boom or jib, for its loss or damage from any and all causes of loss; said insurance policy shall include loss of use coverage for Customer's Equipment, Leased, Rent, Borrowed, including Continued Rental Expenses coverage for at least \$500,000; e) riggers liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; f) the LESSOR and all affiliated partnerships, joint ventures, corporations and anyone else who LESSOR is required to name as an additional insured, are to be included as additional insureds on all liability insurance policies, including excess/umbrella policies on ISO endorsement forms CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, and CG 20 34 03 97. Customer must name LESSOR as a Loss Payee on all insurance policies, and Customer will provide all insurance certificates and insurance policies to LESSOR when requested; g) all of LESSOR's policies and the policies of anyone LESSOR is required to insure, are excess over all of Customer's policies. To the extent that the Customer may perform under this agreement without obtaining the above coverages, such an occurrence will not operate, in any way, as a waiver of the LESSOR's right to maintain any breach of contract action against Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights which may accrue to it or its insurers. Customer understands that this waiver will bind its insurers of all levels and agree to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this agreement. 22. NO ASSIGNMENT, LENDING OR SUBLETTING Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Titan Rental Equipment, LLC, and any such action by Customer, without Titan Rental Equipment, LLC's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless Titan Rental Equipment, LLC approves otherwise in writing. Titan Rental Equipment, LLC may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder. 23. ENTIRE AGREEMENT / ONLY AGREEMENT These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and Titan Rental Equipment, LLC with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of Titan Rental Equipment, LLC's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both Titan Rental Equipment, LLC and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

27. OTHER PROVISIONS

28. Any failure of Titan Rental Equipment, LLC to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of Titan Rental Equipment, LLC's right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against Titan Rental Equipment, LLC as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
29. Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by Titan Rental Equipment, LLC in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.
30. Customer shall pay the rental charges without any offsets, deductions or claims.
31. Customer consents to the collection, use and disclosure of his or her personal identification and financial information as described herein and in Titan Rental Equipment, LLC's Privacy Policy. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with Titan Rental Equipment, LLC and for Titan Rental Equipment, LLC to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties that support Titan Rental Equipment, LLC's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
32. Titan Rental Equipment, LLC shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Store Location; (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (iii) as otherwise set forth in this Agreement.
33. If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.
34. CRIMINAL WARNING The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

35. **COLLECTION OF DATA** Customer and Titan Rental Equipment, LLC each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment, including the Telematics Data. Customer agrees that Titan Rental Equipment, LLC owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.
36. **FORCE MAJEURE** Neither party shall be liable to the other party for failure to comply with the terms of the Rental Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.
37. **CHANGES TO THE RENTAL TERMS** Titan Rental Equipment, LLC reserves the right to modify or make changes to these Rental Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date above. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Rental Terms. Except for changes described here, no other amendment or modification of these Rental Terms will be effective unless in writing and signed by the parties.