



## Master Terms & Conditions – Rental

- 1) **RENTAL PERIOD:** The rental period shall commence on the date of shipment of the equipment (hereafter “Equipment”) covered by this Agreement from the point of shipment and shall continue until the Equipment is returned to the receiving point of CARRIER CORPORATION or one of its subsidiary wholly-owned entities including, without limitation (individually and collectively hereinafter “CARRIER”) or such other location as CARRIER may designate in writing. For purposes of this Agreement, unless otherwise agreed in writing, the minimum rental period (“Minimum Rental Period”) shall be one (1) week. Further, a week is defined as seven (7) calendar days and a month is defined as twenty-eight (28) calendar days.
- 2) **CALCULATION OF RENTAL CHARGES – GENERATORS:** Generator rental charges are based on usage: Stand-by Shift: run-time 0 to 7 hours/week or up to 28 hours/month; Single Shift: run-time between 8 to 40 hours/week or 29 to 160 hours/month; Double Shift: run-time between 41 to 80 hours/week or 161 to 320 hours/month or 1.5(x) times the Single Shift rate; Triple Shift: run-time over 80 hours/week or over 321 hours/month or 2.0(x) times the Single Shift rate.
- 3) **PAYMENT:** CUSTOMER agrees to pay CARRIER the rental rates set forth in the order attached hereto. Payment for the Minimum Rental Period is payable prior to the delivery of the Equipment to the CUSTOMER or its agent or carrier. Unless otherwise agreed to in writing, payments for Agreements with a Minimum Rental Period of one (1) week shall be net seven (7) days from date of invoice and payments for Agreements with a Minimum Rental Period of one (1) month shall be net thirty (30) days from date of invoice. If any payment is not tendered when due, CUSTOMER agrees to pay a late charge from the date such payment becomes due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due, together with all costs (including, but not limited to, attorneys’ fees) incurred by CARRIER to collect overdue amounts. Notwithstanding the foregoing, CUSTOMERS who have been denied credit by CARRIER or had credit rescinded by CARRIER shall be invoiced on a weekly basis. The CUSTOMER acknowledges that CARRIER incurs certain mobilization costs to facilitate the delivery of Equipment and agrees to pay CARRIER all reasonable costs associated with such mobilization should the rental be cancelled prior to the delivery of the Equipment.
- 4) **TAXES AND FEES:** CUSTOMER shall pay all taxes and fees which may now or hereafter be imposed upon the installation, possession, lease, operation or use of the Equipment, including but not limited to, personal property taxes, licenses fees, registration fees, operating fees and operating permits. CUSTOMER shall promptly notify CARRIER of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning taxes, fees or assessments.
- 5) **TRANSPORTATION, LOADING AND UNLOADING:** The CUSTOMER shall be responsible for all transportation, loading and unloading costs, including the cost of transporting the Equipment from the original point of shipment to the CUSTOMER’s receiving point, the cost of its subsequent return to CARRIER’s designated receiving point and all associated unloading/loading costs. The cost of transporting may include, but is not limited to, the cost of transportation, handling, tolls and applicable permits and fees. The CUSTOMER shall also be responsible and pay for any incurred detention or demurrage charges.
- 6) **INSPECTION:** Before the Equipment is loaded for shipment to the CUSTOMER’s receiving point, the CUSTOMER may require an inspection thereof by a qualified inspector. If the CUSTOMER does not inspect the Equipment before it is loaded for transit, the CUSTOMER is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and in a clean and unmarred condition. CARRIER shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
- 7) **USE AND MAINTENANCE:** CUSTOMER shall not use, operate, maintain or store the Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of CUSTOMER’s business. CUSTOMER, at its own expense, shall maintain the Equipment in good operating order, repair and condition and shall perform maintenance at least as frequently as stated in the applicable operator’s guide, service manual or maintenance guide. CUSTOMER shall immediately notify CARRIER of any known or suspected condition of the Equipment, including broken or worn parts, that impairs or may impair the Equipment’s ability to operate in such good order. Unless otherwise agreed in writing, CUSTOMER, at its own expense, shall supply and install all necessary fluids, fuel, lubricants and anti-freeze protection, as required to operate the Equipment in such good order, repair and condition and shall be responsible for the proper disposal of all such fluids, fuel, lubricants, anti-freeze protection and any other material generated during the term of this Agreement. Notwithstanding any provisions contained herein to the contrary: If the Equipment requires maintenance or repair while in CUSTOMER’s possession and (i) CUSTOMER elects to return the Equipment to CARRIER, CARRIER may provide for the replacement of the Equipment, if available, and CUSTOMER shall be responsible for all applicable transportation costs incurred by CARRIER in providing such replacement Equipment; or (ii) CUSTOMER requests that CARRIER perform the required maintenance, CUSTOMER shall be charged travel time, mileage, labor and parts associated with such maintenance provided by CARRIER. CUSTOMER shall not alter the Equipment or affix any accessory to it if doing so will impair its originally intended function or use or reduce its value. Any alteration



made or accessory affixed shall be the sole responsibility of, and at the sole risk of, the CUSTOMER. The CUSTOMER shall return the Equipment to its original configured state by reversing any such alteration to and/or removing any such accessory from the Equipment along with cleaning the Equipment prior to its return to CARRIER. CUSTOMER shall not sublease the Equipment, permit the use of the Equipment by anyone other than CUSTOMER or change the use or location of the Equipment specified in the Agreement, without the prior written consent of CARRIER.

- 8) **DAMAGE TO EQUIPMENT:** CUSTOMER shall be liable to CARRIER for all loss or damage to the Equipment in its possession. In the event the Equipment is damaged beyond repair while in CUSTOMER's possession or control, CUSTOMER shall be responsible for the full replacement cost of the Equipment.
- 9) **AIR QUALITY:** CUSTOMER shall comply with all laws, rules and regulations with regard to the installation, possession, lease, operation and use of the Equipment under any local, state or federal air quality legislation.
- 10) **RECALLING AND RETURNING NOTICE:** CARRIER may recall any or all Equipment upon three (3) business days prior written notice to the CUSTOMER and the CUSTOMER may return any or all Equipment upon like notice to CARRIER. All costs associated with the recall of the Equipment shall be the responsibility of the CUSTOMER as set forth in "TRANSPORTATION, LOADING AND UNLOADING."
- 11) **WARRANTY: CARRIER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The remedies of the CUSTOMER shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, remedies, or this limitation will be binding upon CARRIER unless in writing, signed by a duly authorized officer of CARRIER. CUSTOMER acknowledges and agrees that the Equipment rented hereunder is of a size, design and make selected by CUSTOMER and is suitable for CUSTOMER's purposes. CUSTOMER expressly disclaims any reliance upon any statement or representations made by CARRIER. Should CARRIER announce a product modification program (or product recall or any similar type of action), CUSTOMER will use reasonable efforts to cause such program or action to be carried out with respect to all equipment and/or services purchased, installed and/or in use by CUSTOMER, and to cause the program's intended result to be accomplished as rapidly and as thoroughly and as completely as practicable.
- 12) **INDEMNIFICATION:** CUSTOMER shall indemnify, defend and hold harmless CARRIER, its officers, directors, employees and agents, parent and subsidiary corporations, against any and all loss, expense, liability or penalty which may arise out of any act or omission of CUSTOMER, CUSTOMER's employees, agents, assigns, subcontractors or any third party not employed by or under the control of CARRIER arising out of this Agreement, including the possession, installation, operation, use, handling, maintenance or transportation of the Equipment.
- 13) **INSURANCE:** CUSTOMER shall, at its own expense, maintain insurance to protect the CUSTOMER and CARRIER against damage to property or persons from the installation, operation, handling or transportation of the said Equipment during the rental period, including (i) Workers' Compensation Insurance, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed; (ii) Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; (iii) Commercial General Liability Insurance including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence; (iv) Privacy and Network Security (Cyber) insurance, in an amount not less than \$1,000,000 per claim, which insurance shall include, at a minimum, protection for privacy breach, system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems; (v) Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$2,000,000 for any one occurrence; and (vi) All-Risk Property Insurance for all Equipment including coverage for borrowed, leased or rented property at full replacement cost. CUSTOMER shall maintain such insurance covering Equipment in transit, including loading and unloading; and shall maintain such other insurance as may be requested by CARRIER. All such insurance shall be issued by companies authorized to do business under the laws of the state or jurisdiction in which all or part of the work is performed and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to CARRIER. Certificates evidencing such insurance and endorsements naming CARRIER as an additional insured and, in the case of All-Risk Property Insurance, naming CARRIER as a loss payee, shall be filed with CARRIER upon execution of the Agreement and prior to the rental period, and where changes to such policies are issued. To the extent permitted by law, CUSTOMER and its insurer(s) agree that subrogation rights against CARRIER are hereby waived; such waiver shall be reflected on the insurance certificate. CARRIER's failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive CUSTOMER's obligations hereunder. Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above will be assumed by, for the account of, and at the sole risk



of CUSTOMER. In no event will the CUSTOMER's liability be limited to the extent of the insurance required herein. CUSTOMER shall require its subcontractors to maintain insurance in the amounts and types required by this Section.

- 14) **EXCUSEABLE DELAY / FORCE MAJEURE:** CARRIER shall not be liable for delays due to any cause beyond the control and without the fault or negligence of CARRIER, including but not limited to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively, "Force Majeure Events"). CARRIER agrees to notify CUSTOMER in writing as soon as practicable of the causes of such delay. In the event that any services or Equipment to be provided by CARRIER under this Agreement become permanently unavailable as a result of a Force Majeure Event, CARRIER shall be excused from furnishing such services or Equipment.
- 15) **LIABILITY LIMITATION:** Under no circumstances shall CARRIER be held liable for any special, punitive, indirect, incidental, collateral, or consequential damages, including but not limited to loss of revenue or profit, recalls, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. CARRIER's aggregate liability for any reason, whether founded in contract, statute, or tort (including negligence), arising out of, or resulting from: (i) this Agreement or the performance or breach thereof; (ii) the design, manufacture, delivery, sale, repair, replacement, or the use of any Equipment; or (iii) the furnishing of any service; will be limited to the value of the payments received by CARRIER under this Agreement.
- 16) **OWNERSHIP AND ENCUMBRANCES:** Title to and ownership of the Equipment is, and shall at all times remain with CARRIER, and CUSTOMER shall have no right, title or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of the Agreement. CUSTOMER shall not remove or deface any plate or marking on the Equipment identifying CARRIER as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall at all times remain personal property notwithstanding its use or manner of attachment to any other personal or real property. CUSTOMER shall keep the Equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give CARRIER prompt notice of any attachment or judicial process affecting the Equipment.
- 17) **TERMINATION OF THIS AGREEMENT:** Should the CUSTOMER: (i) fail to make payment in accordance with the terms of this Agreement and such failure shall continue for a period of five (5) days; (ii) become bankrupt, become insolvent or make an assignment for the benefit of its creditors; (iii) fail to maintain and/or operate or to return the Equipment as provided by this Agreement; (iv) fail to maintain the insurance required herein; or (v) violate any material provision hereof, then CARRIER may, after three (3) days notice in writing of such event, terminate this Agreement, take possession of the Equipment wherever it may be found without becoming liable for damages or for trespass, and, in addition to any other remedies, CARRIER may recover all rental fees due together with any damages for injury to the Equipment and all expenses incurred in returning and repossessing the Equipment.
- 18) **ACCEPTANCE:** If for any reason CUSTOMER shall fail to return to CARRIER signed copies of this Agreement, any conduct by CUSTOMER which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute unqualified acceptance by CUSTOMER of the terms and conditions of this Agreement. The terms of this Agreement shall constitute the complete and exclusive statement of the Agreement between the parties hereto and may be modified only by written instrument executed by the authorized representative of both parties. Any terms proposed by the CUSTOMER, including but not limited to the terms of the CUSTOMER's purchase orders, which add to, vary from, or conflict with the terms herein are hereby objected to. This Agreement, whether used as an offer, an acceptance of an offer, or a confirmation of a contract, is conditioned on and limited to its terms. By acceptance of the Equipment or services described on the face of this Agreement or by acknowledging receipt of this Agreement, CUSTOMER assents to all its terms and conditions. Any reference by CARRIER to CUSTOMER's purchase order is solely for the purpose of incorporating the description and specifications of the Equipment and services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this Agreement.
- 19) **AMENDMENTS:** No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
- 20) **ASSIGNMENT:** CUSTOMER may transfer or assign all or a portion of this Agreement only with CARRIER's prior written consent. However, CARRIER may transfer or assign all or part of this Agreement upon written notice to CUSTOMER.
- 21) **SEVERABILITY:** If any provision or provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and all other provisions will be interpreted and deemed modified so as to be enforceable to the extent allowed by law.
- 22) **GOVERNMENT PROCUREMENTS:** The Equipment, components and services provided by CARRIER under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such Equipment, components and services are based on CARRIER's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations).



As such, CARRIER will not agree to provide or certify cost or pricing data, nor will CARRIER agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by CARRIER.

- 23) **CUSTOMER CONSENT:** CUSTOMER grants to CARRIER and its successors and/or assigns the right to photograph CUSTOMER's premises where the equipment and/or services were installed or performed. CUSTOMER further grants to CARRIER and its successors and/or assigns the right to use those photographs and videos, CUSTOMER's name and nature of CUSTOMER's relationship with CARRIER in all forms of media for CARRIER marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.
- 24) **GOVERNING LAW AND CIVIL ACTIONS:** This Agreement shall be governed by the laws of the State of New York. Both parties agree that any civil action or lawsuit arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be commenced within two (2) years from the date such claim or cause of action arose.
- 25) **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations (except those written representations expressly incorporated in this Agreement). There are no other agreements, understandings, terms or conditions and neither party has relied upon any representation or warranty, express or implied, not contained in this Agreement.
- 26) **CALIFORNIA SPECIFIC PROVISIONS:**
- a) **FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
  - b) **FOR CONTRACTS AWARDED BY THE STATE OF CALIFORNIA:** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 27) **DATA PRIVACY:** CARRIER processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If CUSTOMER provides CARRIER with personal data, CUSTOMER will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal data it provides to CARRIER. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.
- 28) **ANTI-DISCRIMINATION POLICY:** The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: [https://www.carrier.com/rentals/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm111-109848.pdf](https://www.carrier.com/rentals/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm111-109848.pdf).
- 29) **ADDITIONAL TERMS AND CONDITIONS – CANNABIS INDUSTRY:** If CUSTOMER is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions are available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein and shall apply.
- 30) **INTERNATIONAL TRADE COMPLIANCE:** Sales and distribution of commodities, materials, hardware, software, services, and technology CUSTOMER receives from CARRIER pursuant to this Agreement (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities,



including the European Union and its Member States, the United States, and the United Kingdom (collectively, "**Trade Control Laws**").

- a) CUSTOMER will conduct all activities under this Agreement in compliance with Trade Control Laws.
- b) CUSTOMER will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. Belarus, Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan, (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country, (iv) an entity owned or controlled by a party in (i)-(iii), or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.
- c) CUSTOMER shall conduct reasonable diligence to verify its CUSTOMERS' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). CUSTOMER's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. CUSTOMER shall promptly notify CARRIER of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.
- d) Notwithstanding any other provision of this contract, CARRIER will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or in violation of Trade Control Laws. If CUSTOMER extends to its clients any warranty that is broader in scope than the limited warranty provided by CARRIER, CUSTOMER shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty. Upon request, CUSTOMER shall promptly provide CARRIER with information about CUSTOMER's export of Products, including, without limitation, description, volume, value, CUSTOMER and/or end-user, transaction dates, and service details.
- e) Upon request, CUSTOMER shall promptly provide CARRIER with information about CUSTOMER's export of Products, including, without limitation, description, volume, value, CUSTOMER and/or end-user, transaction dates, and service details.
- f) CUSTOMER represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.
- g) CARRIER can terminate this Agreement effective immediately upon any of the following: 1. CUSTOMER becomes a Denied Party; 2. CUSTOMER violates Trade Controls or this clause with respect to any of the activities subject to this Agreement; or 3. CARRIER reasonably determines that its Trade Control Laws compliance obligations prohibit CARRIER's performance (each a "Trade Controls Event"). Termination under this clause shall be deemed a termination for just cause, relieving CARRIER of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to CUSTOMER.
- h) CUSTOMER shall hold CARRIER harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify CARRIER for all costs, expenses, damages, and losses incurred by CARRIER arising from a Trade Controls Event or violation of this section. In no event shall CARRIER be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on CUSTOMER by relevant governmental authorities, arising in connection with CARRIER's performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.