

**NATIONAL POWER, LLC  
TERMS AND CONDITIONS FOR RENTAL EQUIPMENT**

**These Terms and Conditions for Rental Equipment (these “Terms”) govern the rental and lease of equipment, together with all replacements, repairs, additions, attachments and accessories thereto (“Equipment”), by National Power, LLC (the “Company”) and are binding on the customer renting the Equipment (“Customer”), whether or not they are included in the Company’s proposal, offer, quote, proposal, acceptance, rental agreement or similar instrument governing the rental of equipment between the Company and Customer (collectively, with any supplements and/or amendments thereto, the “Rental Agreement”). The rental of any Equipment by Customer is expressly conditioned upon Customer’s agreement to these Terms, which shall control over any additional, different, inconsistent or contrary provision in Customer’s request for proposal, specifications, order or other rental forms or other communication by the Customer. The Company hereby rejects any and all such additional, different, inconsistent or contrary provisions. Customer acknowledges that these Terms, together with the Rental Agreement, constitute the sole and complete agreement between the Company and the Customer with respect to the rental of the Equipment, and may not be modified, amended or supplemented, except in a separate agreement or amendment signed by the Company’s and the Customer’s authorized representatives. Customer’s rental of Equipment from the Company constitutes Customer’s acceptance of these Terms.**

1. **Rental Agreement.** The Equipment shall be leased by the Company to and rented by Customer pursuant to the Rental Agreement and these Terms, which are incorporated by reference into the Rental Agreement. Customer shall comply with the terms, conditions, covenants and obligations and restrictions set forth in the Rental Agreement (including these Terms).

2. **True Lease.** The Rental Agreement is a true lease under applicable law. The Company has and retains title to and ownership of the Equipment at all times. Customer obtains no ownership, title, property, right, equity or other interest in the Equipment other than its leasehold interest solely as lessee subject to the Terms and the Rental Agreement. Customer shall not attach the Equipment to any other property. Customer further intends and agrees that, if the Rental Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, the Rental Agreement shall be deemed a security agreement and shall be deemed to grant the Company a lien on and first priority security interest in the Equipment and all proceeds thereof, to secure the payment of Customer’s obligations under the Rental Agreement. Customer further agrees to execute, acknowledge and deliver, and authorizes the Company to file and record, such further documents (including precautionary UCC financing statements and other similar filings and recordings), and to do all such things and acts, necessary to ensure that such security interest in the Equipment would be a perfected first priority security interest under applicable law.

3. **Rent.** In consideration of Customer’s right to possess and use the Equipment during the lease term of the Rental Agreement, Customer shall pay the Company the rental rates (including any minimum rental) and other charges described in the Rental Agreement when due. Customer shall pay all amounts due under the Rental Agreement in U.S. dollars. If Customer does not pay any amount payable to Lessor under the Rental Agreement when due, Customer shall be subject to a late charge of 1.5% per month of delinquency (which shall be due in advance on the first day of each month of delinquency), but not in excess of any lawful rate. Payment of any late charge does not excuse Customer from any default under the Rental Agreement. Customer’s obligation to pay rent and other amounts under the Rental Agreement is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction or setoff for any reason.

4. **Permitted Use.** Customer agrees that all times during the Rental Period Customer will be, and the Company will not be, in control over the manner in which the Equipment is operated during the Rental Period. Customer represents and warrants that: (a) prior to use, Customer will inspect the Equipment to confirm that it is in good condition and without defects, includes readable decals and operating and safety instructions, and is suitable for Customer’s intended use; (b) the Company is authorized to deliver the Equipment to the address where the Equipment will be located (the “**Equipment Site**”) and to any apparent agent of Customer; (c) Customer shall immediately notify the Company if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any similar incident occurs; (d) Customer has received from the Company all information needed or requested regarding the operation of the Equipment; (e) the Company is not responsible for providing operator or other training unless such training is specifically requested in writing by Customer and agreed to in writing by the Company in its sole discretion; (f) only individuals who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired shall use and operate the Equipment; (g) the Equipment will be used in a careful manner, in compliance with all operational and safety instructions provided with the Equipment and all laws, permits and licenses; and (h) the Equipment shall be kept in a secure and appropriate location.

5. **Prohibited Use.** Customer shall not (a) except as otherwise expressly provided in the Rental Agreement or with the prior written consent of the Company, alter, remove, cover up or attach, or permit the same by any person, any decals, insignia or other marking of any kind on any Equipment; (b) alter or remove any operating, maintenance or safety instructions on or attached to any Equipment; (c) move the Equipment from the Site Address without the Company’s written consent; or (d) use the Equipment in a negligent, reckless, illegal, unauthorized, unintended, unsafe or abusive manner.

6. **Records and Inspection.** Customer, at its own expense, shall maintain all Equipment-related records, logs and other materials in a careful, comprehensive and accurate manner and as otherwise required by applicable law, and shall promptly furnish the Company with such records as may be requested by the Company. Customer shall provide to the Company and its representatives access to the Equipment Site to inspect the Equipment at any time and from time to time upon reasonable notice and during regular business hours. Customer represents and warrants that it has the authority to and hereby grants the Company the right to enter the Equipment Site for such purposes.

7. **Maintenance.** During the Rental Period, Customer shall, at its own expense, (a) perform routine maintenance on and cleaning of the Equipment in accordance with the manufacturer’s specifications and applicable law, and (b) keep the Equipment in serviceable and operable condition, free of broken, damaged, or missing parts, suitable for the commercial use originally intended, Ordinary Wear and Tear excepted, (c) pay the Company for the costs of any repair or replacement of the Equipment, or any part thereof, if it is lost, stolen, damaged beyond repair, or otherwise permanently rendered unfit for use. All other maintenance or repairs may only be performed by or at the direction of the Company, but the Company has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If the Company determines that repairs (other than Ordinary Wear and Tear) to the Equipment are required, Customer

will pay the full cost of repairs and contain to pay its rental obligations. **“Ordinary Wear and Tear”** means normal deterioration considered reasonable under ordinary, appropriate and safe usage conditions consistent with industry practices for similar equipment.

8. **Remedies Upon Breach.** In the event the Company breaches or defaults under any of its covenants under the Rental Agreement, Customer agrees that Customer’s sole remedy and the Company’s sole liability is for the Company to repair or replace the Equipment. In the event the Company breaches or defaults under any of its covenants, representations or warranties under the Rental Agreement, Customer agrees that the Company shall have all remedies provided in this agreement, cumulatively, as well as all remedies provided under applicable law, and that the Company shall have no obligation to terminate or suspend the Rental Period or any rental obligation, commence repairs or provide any replacement of Equipment unless and until such breach or default is cured in the determination of the Company and until Customer has paid all costs, expenses, losses and other damages resulting from its breach or default. the Company shall not be liable due to seizure of Equipment by order of governmental authority.

9. **Customer Liability.** DURING THE RENTAL PERIOD, CUSTOMER SHALL BE FULLY AND EXCLUSIVELY RESPONSIBLE FOR THE EQUIPMENT AND ASSUMES ALL RISK OF LOSS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION THEREOF, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, LOSS, DAMAGE, DESTRUCTION, THEFT, TAKING, CONFISCATION (PARTIAL OR COMPLETE), INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. In the event of any fine, citation, theft, accident, casualty, loss, cost, expense, damage, injury, death or damage to person or property claimed by any person directly or indirectly related to, resulting from or otherwise connected with the Equipment (any such event, an **“Incident”**), Customer shall (a) immediately notify the Company, Customer’s insurance carriers, and local law enforcement officials (if appropriate); (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until the Company or its representatives investigate; (c) immediately submit to the Company copies of all police or other third party reports; and (d) as applicable, pay the Company, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer’s list price of the lost or destroyed Equipment (or of equivalent Equipment, if the same equipment is no longer sold; or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. the Company shall have the immediate right, but not the obligation, to reclaim any Equipment involved in any Incident.

10. **NO WARRANTIES. THE COMPANY MAKE NO, AND DISCLAIMS ALL, WARRANTIES WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DURABILITY OR CONDITION, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. CUSTOMER ACKNOWLEDGES AND AGREES TO ACCEPTANCE OF THE EQUIPMENT ON AN “AS IS, WHERE IS, WITH ALL FAULTS” BASIS.**

11. **Indemnification.** To the fullest extent of the law, and irrespective of any insurance availability or limits, Customer agrees to indemnify, defend and hold harmless the Company and its affiliates, and their respective officers, directors, shareholders, managers, members, partners, employees, insurers and other agents and representatives (**“Indemnitees”**) from and against any and all lawsuits, actions, proceedings, losses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys’ fees) (collectively, **“Damages”**) arising out of or resulting from: (i) Customer’s lease, possession, maintenance, use, condition, repair, return, disposition, operation, storage or transportation of any Equipment, or any modifications thereto (including, without limitation, latent and other defects, whether or not discoverable by the Company or Customer, (ii) injuries to or death of any person or damage to property, including theft, in any way arising out of Customer’s use or possession of the Equipment; (iii) any breach of, default under, or other failure by Customer with respect to, any covenant, agreement or obligation of Customer under the Rental Agreement; (iv) any violation of any law, rule, order or other governmental or regulatory requirement by Customer; or (v) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of any third party; provided, however, that Customer’s indemnification obligations hereunder shall not apply to the extent that any Damages are directly caused by and arise solely due to the gross negligence, willful misconduct or illegal behavior of the Indemnitee. Customer specifically waives any immunity or limitation on liability provided against these indemnification obligations by an industrial insurance or workers’ compensation statute. These indemnification obligations of Customer shall survive and continue in full force and effect after and notwithstanding the expiration of the Rental Period and the termination of the Rental Agreement.

12. **Insurance.** During the Rental Period, Customer shall, at its own expense maintain and keep in full force and effect the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for Customer’s contractual liabilities hereunder and under the Rental Agreement, including indemnification; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the Manufacturer’s Standard List Price thereof; (c) worker’s compensation insurance as required by law; and (d) if the Equipment is to be used on any roadway, automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement, and uninsured/underinsured motorist coverage), with a combined single policy limit of \$1,000,000. All insurance policies shall be primary and non-contributory, contain a waiver of subrogation in favor of the Company, name the Company as an additional insured and loss and delivery payee, and require that the Company receive at least thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. At the Company’s request, Customer shall provide the Company with certificates of insurance evidencing the coverages required above prior to any rental and any time thereafter. the Company’s insurance will be considered excess to any insurance carried by Customer. THE INSURANCE REQUIRED UNDER THE RENTAL AGREEMENT (INCLUDING THESE TERMS) SHALL NOT OPERATE TO LIMIT OR RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, OBLIGATIONS, OR LIABILITY UNDER THE RENTAL AGREEMENT OR APPLICABLE LAW.

13. **Rental Rates.** The total charges specified in the Rental Agreement are: (a) estimated based upon Customer’s representation of the estimated Rental Period, and rental rates beyond the estimated Rental Period may change; and (b) for the Equipment’s use for “one shift,” being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates will not be prorated. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer’s use of the Equipment, including additional fees for more than “one shift” use; (ii) delivery and pickup costs to and from the Company; (iii) maintenance, repairs,

and replacements to the Equipment as provided herein; (iv) a cleaning fee, if cleaning is needed; (v) fees for lost keys; and (vi) fuel used during the Rental Period, provided that Customer may either (1) return the Equipment fully fueled or (2) be assessed a fuel charge, calculated to cover the Company's direct and indirect costs of refueling the Equipment, shall be assessed).

14. **Payment.** Customer shall pay in full all rent and other amounts estimated to be due for the Rental Period, without any offsets, at the time of rental, unless the Company approves Customer's credit application, in which case such credit Customers must pay such amount upon receipt of the Company's invoice. Customer must notify the Company in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice or Rental Agreement, or else Customer shall be deemed to have irrevocably waived its right to dispute any amounts shown to be due and payable. At the Company's discretion, any credit account with a delinquent balance may be placed on a cash basis, and the Company may, at its option, either require an additional deposit for the remainder of the Rental or pick up the Equipment (or require Customer to return the Equipment). The Company is only required to return any deposit the full amount of rent and any other amounts due from the Customer are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes the Company to charge the credit card all amounts due during the Rental Period as set forth in the Rental Agreement, as well as all charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

15. **Taxes.** Customer shall pay, and indemnify and hold the Company harmless from, all assessments, license fees, and sales, use, property, excise, and other taxes and charges (other than gross or net income taxes) imposed on or with respect to (a) the Equipment arising out of or in connection with the shipment, possession, ownership, use, delivery or operation of any Equipment, or (b) the Rental Agreement or the consummation of the transactions contemplated therein.

16. **Liens.** Customer shall keep the Equipment free and clear of all liens, mortgages, security interests, options, rights or other encumbrances (collectively, "**Liens**"). Customer shall effect the removal of any such Lien immediately upon written notice thereof from the Company or otherwise becoming aware of the existence of the Lien, provided that Customer shall not until the end of the Rental Term be required to effect the removal of a Lien which Customer is contesting diligently, in good faith, and by appropriate legal proceedings and which the Company determines in its sole discretion does not present a material danger of sale, forfeiture, or loss of Equipment or of a use of the Equipment that would violate any term of the Rental Agreement.

17. **Subleases.** Customer shall not enter into any sublease of any Equipment without the Company's prior written consent, which consent may be withheld in the Company's sole discretion. No permitted sublease shall relieve Customer of its obligations under the Rental Agreement, and Customer shall remain primarily liable under the Rental Agreement for the performance of all of the terms hereof and thereof to the same extent as if such Sublease had not occurred.

18. **Personal Property.** The Company and Customer intend that all Equipment at all times remain personal property and not a fixture under applicable law, even if the Equipment, or any portion thereof, may become affixed or attached to real property or any improvements. Upon the Company's written request, Customer shall obtain and provide to Lessor, from each real property landlord, mortgagee, or lienholder for each Location, a waiver of any interest that it may have in the Equipment arising from its interest in the real property.

19. **Return of Equipment.** The "**Rental Period**" shall commence on the date the Equipment is either picked up by Customer or delivered to Customer at the Site Address and shall continue and not expire until the later of (a) the date the Equipment is returned to and accepted by the Company as provided in these Terms and the Rental Agreement (provided that the Customer is in full compliance in all respects with the Rental Agreement) or (b) the date the Rental Period is intended to end, subject to any properly exercised renewals by Customer, as provided in the Rental Agreement; provided, however, that the Company shall have the right to terminate the Rental Agreement and the Rental Period at any time and for any reason by giving notice thereof to Customer. Customer shall, at its own cost and expense, timely return the Equipment to the Customer in the same condition it was delivered to Customer, less Ordinary Wear and Tear, and free of any hazardous materials and contaminants, as determined by the Company. Until such time, the Rental Period and the Rental Agreement shall continue in effect, rental charges shall continue to accrue and Customer shall continue to remain responsible for any loss of or damage to the Equipment. If the Company delivered the Equipment to Customer, Customer shall notify the Company that the Equipment is ready to be picked up at the Site Address and shall be responsible for coordinating the pick-up of the Equipment by the Company, but Customer shall not be charged for any rental charges from the date the Company confirms a pick-up date, provided Customer is otherwise in full compliance in all respects with the Rental Agreement. No pick-ups occur on Saturdays or Sundays. If the Equipment is not returned by the estimated end of the Rental Period specified on the Rental Agreement, Customer agrees to pay the applicable rental rate for the Equipment until the end of the actual Rental Period.

20. **Default.** Each of the following events shall constitute a "**Default**" under the Rental Agreement: (a) if Customer fails to pay any rent or any other charges or amounts when due; (b) if Customer breaches or defaults under any term, condition, covenant, agreement, representation, warranty or other provision of the Rental Agreement; (c) if Customer's interest, in whole or in part, passes on to any other person, whether by unpermitted assignment or sublease, by operation of law or otherwise; (d) if Customer (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; (e) if Customer sells, assigns, transfers or otherwise disposes of all or substantially all of its assets, business or ownership, or merges or consolidates with any other person; (f) if Customer places the Equipment at risk in the Company's reasonable opinion; (g) if Customer fails to return the Equipment at the expiration of the Rental Period or immediately upon the Company's earlier demand; or (h) if Customer is in default under any other agreement, contract or commitment with the Company. If a Default occurs, the Company shall have, in addition to all rights and remedies at law or in equity, the right to take any or all of the following actions: (i) repossess the Equipment, without demand or notice, without any judicial order other process o law, and without liability; (ii) terminate the Rental Agreement, in whole or in part; (iii) require Customer to deliver the Equipment in the condition required hereunder to a location designated by the Company; (iv) proceed by court action to enforce performance by Customer of the Rental Agreement and/or to recover all damages and expenses incurred by the Company by reason of the Default. Customer shall pay all of the Company's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The Company shall not be liable due to seizure of Equipment by judicial, police/sheriff's or governmental or regulatory authority's order.

**21. LIMITATION OF LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT, NOTWITHSTANDING ANY PROVISION OF THE RENTAL AGREEMENT TO THE CONTRARY, (A) THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOST REVENUES OR PROFITS OR LOST BUSINESS, PERSONAL INJURY, AND PROPERTY DAMAGE, IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS USE OR OPERATION, OR ANY DEFECT OR FAILURE THEREOF OR ANY BREACH OF OR DEFAULT UNDER THE COMPANY'S COVENANTS OR OBLIGATIONS IN THE RENTAL AGREEMENT, WHETHER ARISING OUT OF BEACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY ARISING UNDER OR IN CONNECTION WITH THE RENTAL OF EQUIPMENT EXCEED THE AGGREGATE AMOUNT OF RENT PAID BY CUSTOMER TO THE COMPANY UNDER THE RENTAL AGREEMENT. SUCH LIMITATION IS AN ESSENTIAL PROVISION OF ANY SALE BY THE COMPANY.**

**22. Compliance with Laws and Permits.** Customer shall comply with all applicable laws, rules and regulations and shall obtain and maintain in full force and effect all licenses, permits, authorizations and waivers pertaining to the Equipment and Customer's use, operation and renting thereof. Customer understands and agrees that removal of the Equipment from the United States is prohibited without the prior written consent of the Company, in its sole discretion.

**23. Assignment.** Customer shall not, in whole or in part, assign the Rental Agreement (including these Terms) or any of its rights or delegate any of its duties hereunder without the prior written consent of the Company. The Company may assign any its rights and delegate any of its obligations under these Terms to its affiliates. The Rental Agreement (including these Terms) shall be binding upon, enforceable by, and inure to the benefit of the Company and the Customer and their respective successors and permitted assigns. Any attempted assignment or delegation in violation of these Terms shall be null and void.

**24. General Provisions.** The Rental Agreement and these Terms, together with any Customer-executed credit application, constitutes the entire agreement and understanding between Customer and the Company regarding the Equipment and may not be amended, modified or supplemented except by written amendment signed by authorized representatives. The Company and Customer expressly and irrevocably agree: (a) the Rental Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, without regard to any choice or conflicts of law principles; (b) any action, claim, right, obligation or dispute arising with respect to the Rental Agreement, these Terms or any rental of Equipment shall be brought exclusively in a federal or state court in the state of North Carolina and the Company and Customer agree to submit to such jurisdiction and waive any objections thereto. If any provision of the Rental Agreement (including these Terms) is held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of such term in all other respects, and of the remaining provisions in all respects, will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions as nearly as possible. Any failure by the Company to insist upon strict performance of any provision of the Rental Agreement (including these Terms) shall not be construed as a waiver of any other provision or of the right of the Company to demand strict performance of such provision in the future.

**25. Updating of and Changes to Terms.** These Terms are subject to revisions, updates and other changes from time to time by the Company based on business, market, industry, economic and other factors.

**Revised: December 8, 2022**