

KAIRFREE RENTAL TERMS AND CONDITIONS

These KAirFree Rental Terms and Conditions of (“Terms and Conditions”), together with the Master Rental Agreement (“MRA”) into which these Terms and Conditions are incorporated, collectively form the rental (“Rental”) of the personal property items described above in the MRA, including any components included therewith (each individually an “Item,” and collectively the “Equipment”) between the Company and the Renter. Company hereby rents to Renter, and Renter hereby rents from Company, the Equipment, and the parties mutually agree as follows:

1. **Delivery; Rent; Payments.** (a) Company will deliver the Equipment to Renter’s facility. Renter must move the Equipment to the location of Renter’s choosing within that facility. Once Renter places the Equipment at that location, Company will install the Equipment at that location. Rigging, offloading, and onloading of certain Equipment is addressed in Section 28 below.

(b) Renter agrees to pay rent for the Equipment in amounts as calculated under this Rental agreement. The first rent payment for the Equipment shall be the Delivery & Start-up Fee identified in the MRA and shall be paid upon execution of this Rental. Should Equipment need to be right-sized, Company will credit or charge to Renter’s account any reduction or increase, respectively, in the Delivery & Start-up Fee for right-sized Equipment. Subsequent rent payments shall be invoiced and due on a monthly basis, beginning one month after the Commencement Date (as defined in Section 2) and continuing on the same day of each month thereafter during the term of this Rental. For KAirFree 5 through KAirFree 20 Equipment systems, each rent payment after the first shall be equal to the hourly Usage Rate for the Equipment identified in the MRA (as it may be adjusted under Section 2) multiplied by the number of operating hours on the Equipment during the month immediately preceding the date the applicable invoice is generated (with a minimum monthly billing of forty (40) operating hours; an “operating hour” means an hour when the Equipment motor is on, including idling during cool-down). For all other KAirFree Equipment systems, each rent payment after the first will be equal to the monthly rent identified in the MRA (as it may be adjusted under Section 2). Renter shall permit Company entry to the facility where the Equipment is located from time to time to measure usage of the Equipment. All payments hereunder shall be due whether or not Renter has received any notice that such payments are due. Rent payments (including the Delivery & Start-up Fee) are non-refundable.

(c) For each rent payment and other amount that becomes due under this Rental, Company will charge the invoiced amount to Renter using the credit card, debit card or bank account number that Renter has provided to Company (such card or account is referred to as Renter’s “Payment Account”); Company will automatically initiate and process payment using Renter’s Payment Account within five (5) to seven (7) days after each invoice date. **Renter hereby authorizes Company to charge Renter’s Payment Account for each rent payment and other amount that becomes due under this Rental. Renter agrees that Company, or its authorized agent or payment processor, may retain and store Renter’s Payment Account information so that it may charge rent and other amounts that become due under this Rental to the Payment Account when they become due, and Renter hereby consents to the storage of such information.** Renter agrees to keep the Payment Account open and available to accept all charges under this Rental, and to ensure the Payment Account has sufficient funds to pay all amounts charged under this Rental, until all rent payments and other amounts that become due under this Rental have been paid in full.

(d) This Rental is a net Rental, and all rent payments and other amounts due hereunder shall be paid unconditionally by Renter when due without setoff, regardless of any claim, counterclaim, recoupment, defense, or other right that Renter may have against Company, whether under this Rental or otherwise. Interest at the Default Interest Rate shall be charged on all past due rent and any other overdue amounts under this Rental and paid by Renter upon demand; the “Default Interest Rate” shall be the lesser of (a) the rate of one and one-half percent (1.5%) per month; or (b) the highest rate allowed by applicable law.

2. **Rental Term.** The initial term of this Rental is one year commencing on the “Commencement Date”, which is the earlier of (a) the date of start-up of the Equipment or (b) the date thirty (30) days after the

date of delivery of the Equipment to Renter. Thereafter this Rental shall automatically renew for additional term(s) of one year each unless and until this Rental is cancelled or terminated as provided herein. Company shall have the right to adjust the rent payable during each one-year renewal term by providing Renter with written notice of the adjusted Usage Rate or monthly rent amount due, as applicable, at least thirty (30) days prior to the start of the renewal term. Either party may terminate this Rental for convenience, without cause, by providing the other party thirty (30) days' advance written notice. In the event of such a termination, Renter must continue to pay rent and comply with its other obligations through the date of termination. This Rental may also be cancelled and terminated by Company at any time if there is an Event of Default, as provided in Section 18 below. The initial term and any and all renewal term(s) are collectively referred to herein as the "term of this Rental".

3. **Insurance.** (a) Renter shall, at its sole expense, obtain and maintain throughout the term of this Rental an insurance policy insuring the Equipment at all times against all risks of loss, theft, destruction, or damage from any cause for the full replacement value thereof and in an amount not less than the aggregate Insurance Value of Equipment of all Equipment identified in the MRA. The Company shall be named as the loss payee of such policy. Such policy of insurance shall provide for at least thirty (30) days' prior written notice to Company of cancellation, lapse, or material change in coverage or deductibles. The proceeds of such insurance with respect to the Equipment shall be payable solely to Company and shall be applied by Company toward the payment of Renter's obligations hereunder, with any balance belonging to Company. Renter shall be responsible to pay any deductible amounts.

(b) Renter shall, at its sole expense, obtain and maintain public liability or commercial general liability insurance with respect to the Equipment and the use thereof throughout the term of this Rental, covering bodily injury (including death), property damage, and contractual liability under this Rental, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance policy shall name Company as an additional insured thereunder and shall be endorsed to grant Company a waiver of subrogation. The proceeds of any public liability or commercial general liability insurance shall be payable first to Company to the extent of its liability, if any, and the balance, if any, to Renter.

(c) Renter shall, at its sole expense, obtain and maintain workers' compensation insurance in accordance with the laws of the state(s) where the Equipment will be operated. Such insurance shall be endorsed to grant Company a waiver of subrogation.

Renter shall supply Company with a Certificate of Insurance evidencing that all insurance requirements set forth in this Rental are being satisfied, prior to commencement of the initial term of this Rental and thereafter automatically upon the renewal or replacement of any of the required policies.

4. **Title; Depreciation and Tax Benefits.** (a) This is a rental only. Title to the Equipment shall remain with Company at all times and Renter shall have no right, title, or interest therein except the right to use the Equipment during the term, and subject to the provisions, of this Rental. The Equipment is and shall remain personal property, irrespective of its use or manner of attachment to realty, and Renter agrees not to permit any of the Equipment to become a fixture or to be permanently attached to any realty or to any other personal property. Company may file a financing statement with respect to this Rental so as to give public notice to any interested parties of Company's interests. Any such filing shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. This Rental is a true Rental and an operating Rental, and the parties intend for it to be construed as such.

(b) As the owner of the Equipment, Company shall be entitled to claim all items of deduction, including depreciation, on the Equipment that are consistent with ownership for tax purposes. Renter shall not, whether by action or omission, cause this Rental not to be treated as a true Rental (i.e., an operating Rental) for federal, state, and local tax purposes. If by any action or omission Renter causes this Rental not to be treated as a true Rental for tax purposes, in whole or in part, Renter shall defend, indemnify, and hold harmless Company from any and all losses (including loss of tax benefits), liabilities, damages, penalties, claims, demands, actions, costs, and expenses (including attorneys' fees and legal expenses) resulting therefrom.

5. **Loss or Damage.** Renter shall bear the entire risk of loss, theft, or destruction of or damage to the Equipment from any cause whatsoever (hereinafter, a “Loss”), throughout the term of this Rental and until the Equipment has been removed by and returned to Company. Renter shall promptly notify Company in writing of any Loss or any accident involving any Item of Equipment. No Loss shall impair any of the obligations of Renter under this Rental, all of which shall continue in full force and effect, notwithstanding the Loss. Upon the occurrence of a Loss, Renter, at Company’s option and Renter’s expense, shall within fifteen (15) days either (a) place the affected Equipment in good repair, condition, and working order; (b) replace the affected Equipment with like equipment in good repair, condition and working order, good title to which replacement equipment shall be vested in Company; or (c) pay Company an amount equal to (i) the Insurance Value of Equipment for the affected Equipment as identified in the MRA, plus (ii) all rent and other amounts that are then past due hereunder, less (iii) the net amount of the recovery, if any, actually received by Company from Renter’s insurance for such Loss. This Section shall survive the termination or cancellation of this Rental.
6. **Renter’s Responsibilities.** Renter shall not move the Equipment from the location where it is installed by Company without Company’s prior written consent. Renter agrees that it shall use the Equipment in accordance with this Rental, and in conformity with all applicable federal, state, and local laws, ordinances, rules, and regulations, and all applicable insurance policies. Renter shall make certain that all those who operate the Equipment are competent, experienced, and properly trained and supervised in its use. Renter shall use the Equipment only in its business, and only for the purposes for which the Equipment was designed. Renter shall be responsible at its sole expense for all electrical disconnect, discharge piping, connections to the Equipment, and proper care of the Equipment during the term of this Rental.
7. **Maintenance, Repairs, Alterations, Attachments.** Renter shall keep the Equipment in good repair, appearance, and condition, normal and reasonable wear and tear excepted, and in working order; it being understood that Company shall perform all routine maintenance and repairs on the Equipment at no cost to Renter (except for repair of damages caused by the negligence, willful misconduct, or improper operation or abuse of the Equipment of or by Renter or its employees, agents, or contractors, or by other Excluded Events (as defined below), in which case Company shall repair such damages and charge Renter for all related costs, and Renter shall pay such costs on demand). Company will provide up to two (2) weeks’ notice prior to performing routine maintenance and repairs and shall perform the same during Renter’s normal business hours. Renter shall give Company free access to the Equipment to perform such maintenance and repairs. Renter acknowledges that Equipment must be offline for a minimum of four (4) hours during maintenance and repairs, and that Service Warranty Reimbursement does not apply to routine maintenance and repairs. Renter shall not make or add any alteration or attachment with respect to the Equipment without the prior written consent of Company. All additions, attachments, accessories, replacement parts, and repairs at any time made or attached to, placed upon, or incorporated in the Equipment shall become part of the Equipment and shall be the sole property of Company. As used herein, “Excluded Events” means acts of God; earth movement; fire; explosion; flood; storm or other severe weather event; accident, collapse, or collision; virus, bacteria, or any other infectious agent, disease, or contamination; terrorist activity or threats; the use or threatened use of any nuclear, biological, chemical, or radioactive agent, material, device or weapon; modifications to Equipment made by Renter; the negligence, willful misconduct, or improper operation or abuse of Equipment of or by Renter or its employees, agents, or contractors; failure or disruption of any utility service; blocked airways; environmental conditions; plant shutdown; or any other event beyond Company’s reasonable control and not due to Company’s negligence.
8. **Right-sizing Equipment.** Company is entitled to right-size all Equipment selections for performance.
9. **Cellular Data Requirement.** Cellular data coverage is a requirement of this Rental. If for any reason wireless or cellular data coverage is not available at Renter’s premises at time of startup, this Rental will be terminated and Renter’s Delivery & Start-up Fee will be refunded.
10. **Warranty by Company; Disclaimer.** THE SERVICE WARRANTY IN SECTION 11 SHALL APPLY SUBJECT TO ITS TERMS AND EXCLUSIONS. COMPANY MAKES NO OTHER WARRANTY UNDER

THIS RENTAL, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY OTHER MATTER WHATSOEVER, INCLUDING AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUBJECT TO THE SERVICE WARRANTY IN SECTION 11, RENTER RENTS THE EQUIPMENT "AS IS."

11. **Service Warranty.** Subject to the exclusions set forth below, and except with respect to KAirFree 5 Equipment, Company warrants to Renter that should the Equipment experience a component malfunction or failure, Company shall promptly initiate measures, at its expense, to repair such Equipment as quickly as reasonably possible ("Service Warranty"). Renter agrees to give Company free access to perform repairs under this Service Warranty. In the event Company is unable to repair such Equipment within two standard production hours of the commencement of the service interruption, Company's sole obligation and Renter's sole and exclusive remedy shall be a Service Warranty Reimbursement credit to Renter's account with Company in an amount equal to the Service Warranty Reimbursement Rate listed on the MRA for each standard production hour after the second full production hour of service interruption. Renter's maximum credit per occurrence shall not exceed a total Service Warranty Reimbursement for thirty-four (34) standard production hours. Service Warranty Reimbursement credits shall not be provided for any period not within Renter's standard production hours. Service interruptions resulting from any Excluded Event, and delays in Company's repair efforts caused by Excluded Events, are specifically excluded from this Service Warranty.
12. **Labels; Inspection.** At Company's request, Renter shall affix labels (provided by Company) stating that the Equipment is owned by Company; Company will not remove any such labels or any labels affixed by Company. Company shall maintain any equipment logs as may be instructed by Company. Company shall have the right to inspect and photograph the Equipment from time to time during Renter's normal business hours, and Renter shall provide Company free access to the Equipment for such purposes.
13. **Surrender.** Upon cancellation or termination of this Rental, or upon demand by Company made pursuant to the terms of this Rental, Renter shall surrender all the Equipment to Company. Company, at its expense, shall arrange for removal and return of all Equipment to Company. If due to an Excluded Event, the Equipment is not in good repair, appearance, and condition (normal and reasonable wear and tear excepted), or is not in working order, when it is removed by Company, the Company may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in working order and in a state of good repair, appearance, and condition (normal and reasonable wear and tear excepted). Company will make or have made said repairs within a reasonable time after taking possession of the Equipment and will give Renter written notice of and invoices for said repairs. Upon receipt of such invoices, the Renter will immediately reimburse the Company for the actual expense of those repairs.
14. **Taxes; No Liens.** Renter shall reimburse Company (or pay directly if instructed by Company) and shall indemnify and hold harmless Company on an after-tax basis from all charges, fees, and taxes, together with any penalties or interest thereon or other additions thereto, which may now or hereafter be imposed or levied by any foreign, federal, state, or local taxing authority upon this Rental or upon the sale, purchase, ownership, leasing, subleasing, shipment, delivery, possession, or use of the Equipment or any Item, or upon any rent or other amount payable hereunder, or otherwise in connection with the transactions contemplated by this Rental, excluding, however, any taxes on or measured by Company's net income. Renter shall at its expense keep the Equipment free and clear of all levies, liens, claims, security interests, and encumbrances, and discharge any such levies, liens, claims, security interests, or encumbrances that may be placed upon the Equipment.
15. **Company's Payment.** If Renter fails to provide or maintain insurance, to pay taxes, charges, or fees, or to discharge any levies, liens, claims, security interests and encumbrances made, caused, or allowed by Renter, in each case as required under this Rental, Company shall have the right, but shall not be obligated, to obtain and pay for such insurance, pay such taxes, charges, and fees, or effect such discharge; and all sums so paid or incurred by Company and any reasonable attorneys' fees and legal expenses incurred by Company in connection therewith, shall be additional rent under this Rental and

be payable by Renter to Company on demand. Interest at the Default Interest Rate shall be charged on all such additional rent and paid by Renter upon demand.

16. **Quiet Enjoyment.** Company shall not disturb Renter's quiet enjoyment of the Equipment so long as no Event of Default has occurred and is continuing.

17. **Events of Default.**

Each of the following shall constitute an "Event of Default" under this Rental:

- a. Renter fails to pay any rent or other amount required herein to be paid by Renter when due and payable, including without limitation if any attempt by Company to initiate payment when due from Renter's Payment Account as described in Section 1(c) above is rejected, reversed, prevented, or otherwise not completed, or if Renter's Payment Account is closed or has insufficient funds to pay a rent payment or other amount when due hereunder;
- b. Renter fails to maintain any insurance it is required to maintain hereunder;
- c. Renter ceases doing business as a going concern, is or becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or receivership as debtor, is subject to an involuntary petition in bankruptcy or receivership as debtor which is not dismissed within sixty (60) days of the institution thereof, is adjudicated bankrupt or insolvent, makes a bulk transfer of furniture, furnishings, fixtures, other equipment, or inventory, or files or has filed against it a petition seeking any reorganization, liquidation, arrangement, or composition, under any present or future statute, law, or regulation;
- d. Renter makes, allows, or causes a levy, lien, claim, security interest, or encumbrance to be recorded or filed against the Equipment or any Item, and does not within fifteen (15) days secure a written release and discharge of such levy, lien, claim, security interest, or encumbrance at its expense; or
- e. Renter breaches or fails to perform any other term, covenant, or condition of this Rental or any other document, agreement, or instrument executed pursuant hereto or in connection herewith and does not cure such breach or failure within ten (10) days after written notice from Company.

18. **Remedies.**

If an Event of Default occurs and is continuing, Company shall have the right, with or without notice to or demand upon Renter, to pursue and enforce, successively or concurrently, any one or more of the following remedies to protect the interests and reasonably expected profits and bargains of Company:

- a. Company may remotely shut down the Equipment and render it inoperable, and if Renter subsequently cures the Event of Default, Company may charge (and Renter shall pay) up to \$500 to re-start the Equipment;
- b. Company may take possession of the Equipment or any Item or Items wherever located, and for this purpose enter upon any premises of Renter and remove the Equipment, without incurring liability to Renter thereby and without any suit, proceeding, or action, and without affecting any of the obligations of the Renter under this Rental; Renter agrees to (i) permit Company to enter the premises and remove the Equipment, and (ii) pay Company's charge for the cost of removal and return of the Equipment, not to exceed \$1,000, and reimburse Company under Section 13 (Surrender) for any repair expenses that are necessary;
- c. Company may cancel and terminate this Rental upon written notice to Renter with respect to any Item or Items, or all or any part of the Equipment;

- d. Company may use, hold, sell, re-rent, or otherwise dispose of the Equipment or any one or more Items in a commercially reasonable manner without affecting any of the obligations of the Renter under this Rental; and
- e. Company may pursue any other remedies available at law or in equity, including but not limited to through an action seeking damages, specific performance, and/or an injunction.

In addition, upon the occurrence of an Event of Default, Renter shall, upon demand by Company, pay to Company as liquidated damages an amount equal to (i) any unpaid, past due rent and interest and other amounts due under this Rental; (ii) the Insurance Value of Equipment for all Items of Equipment as identified in this Rental (as reasonably reduced for normal depreciation by Company); (iii) if not previously paid by Renter under this Section 18, any and all costs incurred by Company in repossessing, transporting, storing, repairing, preparing for disposition, and selling, re-leasing, or otherwise disposing of the Equipment; (iv) any attorneys' fees and legal expenses incurred by Company in connection with enforcing Company's rights under this Rental to the extent permitted by applicable law; and (v) any other liabilities of Renter under this Rental. However, Company will offset against the total amount paid by Renter pursuant to this paragraph the present value of the net proceeds realized by Company resulting from the disposition of the Equipment, if any, whether by sale or re-rent, using a commercially reasonable discount rate chosen by Company.

No right or remedy herein conferred upon or reserved to Company is exclusive of any other right or remedy in this Rental, at law, in equity, by statute or otherwise provided or permitted; but each shall be cumulative of every other right and remedy given under this Rental, now or hereafter existing at law, in equity, by statute, or otherwise, and may be enforced concurrently therewith or from time to time. Company shall attempt in good faith to mitigate its damages, but Company shall not be obligated to attempt to sell or re-rent Equipment if it would not be commercially reasonable to do so.

- 19. **Company's Expenses.** Renter shall pay or reimburse Company upon demand (in addition to all other amounts specified herein) for all costs and expenses, including, without limitation, attorneys' fees and legal expenses, the fees of collection agencies, and other out-of-pocket expenses incurred by Company in enforcing any of the terms, conditions, or provisions of this Rental or in protecting Company's rights herein and in the Equipment. Interest at the Default Interest Rate shall be charged on all such amounts and paid by Renter upon demand.
- 20. **Indemnification.** Renter shall indemnify, defend, and hold harmless Company, its affiliates, and each of its and their respective directors, officers, employees, and agents, from and against any and all claims, losses, liabilities (including without limitation negligence, tort and strict liability), damages, demands, judgments, settlements, suits, and all legal proceedings and any and all costs and expenses incurred in connection therewith (including attorneys' fees and legal expenses) that in any way relate to, result from, or arise out of (a) this Rental or the transactions contemplated hereby; (b) any Item or the Equipment or its use, condition, operation, failure to operate, or repair; (c) the negligence or willful misconduct of Renter; or (d) breach of this Rental by Renter. This Section, and all other indemnification obligations of Renter under this Rental, shall survive the termination or cancellation of this Rental.
- 21. **No Assignment by Renter.** This Rental shall not be assigned, sublet, or transferred by Renter, in whole or in part, whether voluntarily or by operation of law, without Company's prior written consent. Renter shall not assign, sublet, or transfer any Equipment without Company's prior written consent. This Rental shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and permitted assigns.
- 22. **Limitation of Company's Liability.** Company shall have no obligation or liability under this Rental except as expressly set forth herein. Company shall not be subject to any other obligations or liabilities, whether imposed by statute or arising out of breach of contract or warranty, negligence, strict liability or other tort, or under other theories of law or equity, with respect to this Rental or its performance or breach, or the rental of the Equipment or any Item thereof to Renter. Without limiting the generality of the foregoing, Company specifically disclaims liability for property and personal injury damages; third

party claims; delay damages; penalties; special or punitive damages; damages for lost profits or lost revenues; down-time; lost production or lost output; cost of capital; cost of rental or substitute equipment; lost goodwill; or any other forms of economic losses. **COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, REGARDLESS WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

Company's maximum liability arising out of or resulting from this Rental or its performance or breach, or the Rental of the Equipment, shall not exceed in the aggregate the amount of rent payments actually paid by Renter to Company hereunder.

23. **Entire Agreement; Independent Contractors; Days.** This Rental constitutes the entire agreement between Company and Renter governing the Rental of the Equipment and the other matters addressed herein, superseding all prior oral and written understandings and agreements regarding such subject matters. This Rental shall not be amended, altered, or changed except by a written amendment signed by the parties hereto. Renter and Company are each independent contractors, and nothing contained in this Rental shall authorize Renter or any other person or entity to operate any Item of Equipment so as to incur or impose any liability or obligation for, on, or on behalf of Company. References in these Terms and Conditions to "days" mean calendar days unless expressly stated otherwise.
24. **Irrevocable Payment Obligations; Survival.** This Rental is irrevocable until the aggregate rent payments provided for, and the other amounts due hereunder, have been paid by Renter. Rent payments shall not abate on the basis that Renter's right to possession of the Equipment has terminated. All of Renter's payment obligations under this Rental, along with the Surrender, Remedies, and Limitation of Company's Liability sections, and all other provisions of this Rental that by their express terms or nature are intended to survive termination or cancellation of this Rental, shall so survive.
25. **Joint and Several Liability.** If more than one Renter is named in this Rental, the liability of each of them under this Rental shall be joint and several.
26. **Severability.** If any provision of this Rental is held by a court of competent jurisdiction to be invalid under any applicable law or unenforceable, such provision shall be inapplicable and deemed omitted, but the remaining provisions of this Rental shall be and remain effective in accordance with their terms.
27. **No Waiver.** Any failure of either party to require strict performance by the other party of any provision of this Rental shall not be construed as a waiver.
28. **Rigging, Offloading, and Onloading.**

The following provisions shall apply with respect to any Items of Equipment that are compressed air rental enclosures or air utility stations ("Subject Equipment"):

- a. **Renter Responsibility for Rigging, Offloading, and Onloading:** Renter is solely responsible for the safe and proper rigging, offloading, and positioning of all Subject Equipment upon delivery to Renter, and for the safe and proper rigging and onloading of all Subject Equipment upon return to Company. This includes ensuring that appropriate and qualified personnel, tools, equipment, and techniques are utilized for these tasks. Renter must ensure the site is prepared and accessible for offloading, rigging, and onloading activities, including providing clear access to the designated area for delivery, setup, and return. Renter shall verify that the location designated for Subject Equipment installation can accommodate the size, weight, and operational requirements of the Subject Equipment, including but not limited to ensuring stable ground conditions and sufficient clearance.

b. Qualified Personnel: Renter must ensure that all rigging, offloading, and onloading activities are conducted by qualified and experienced personnel who are trained and certified in accordance with applicable safety regulations and industry standards. Renter must adhere to all federal, state, and local laws, ordinances, rules, and regulations in connection with the rigging, offloading, onloading, and handling of the Subject Equipment.

c. Equipment and Tools: Renter is responsible for providing and maintaining all necessary tools, equipment, and safety gear required for rigging, offloading, and onloading activities, including but not limited to cranes, forklifts, rigging gear, and personal protective equipment (PPE). Any personal injuries (including death) and any damages to the Subject Equipment, other equipment or tools, surrounding property, or third parties caused during the rigging, offloading, or onloading processes shall be the sole responsibility of Renter.

d. Site Readiness and Safety: Prior to the arrival or removal of the Subject Equipment, Renter must ensure the site is free of obstructions, hazards, and other conditions that could pose a risk during offloading, rigging, or onloading operations. Renter is responsible for securing the site and maintaining a safe working environment for all personnel involved in or present during the rigging, offloading, and onloading processes.

e. Liability and Insurance: Renter assumes all liability for any and all injuries (including death), damages, and losses arising from the rigging, offloading, and/or onloading of the Subject Equipment. In addition to its other insurance obligations under this Rental, Renter must maintain adequate insurance coverage, including but not limited to commercial general liability insurance and workers' compensation insurance, to cover potential risks associated with these activities. Renter shall indemnify, defend, and hold harmless Company from and against any and all claims, demands, damages, expenses (including attorneys' fees and legal expenses), and losses arising from the Renter's rigging, offloading, and onloading activities.

f. Inspection and Reporting: Upon delivery and prior to offloading, Renter must inspect the Subject Equipment for any visible damage. Any damage discovered during this inspection must be reported to Company immediately. Failure to report damage prior to offloading may result in Renter being held responsible for any subsequent repair costs.

g. Responsibility after Offloading: Once Subject Equipment is offloaded and positioned, Renter is responsible for securing it against any potential hazards, including theft, vandalism, and environmental damage.

By accepting delivery of the Subject Equipment, Renter acknowledges and agrees to the above terms and conditions regarding its responsibilities for rigging, offloading, and onloading activities. Failure to comply with these responsibilities may result in additional charges or liability to Renter and/or termination of this Rental.

29. Equipment Data. Renter acknowledges and agrees that the Equipment may be equipped with operations and telematics hardware and software ("Telematics") for the purpose of recording, compiling, synthesizing, reading, interpreting, and transmitting Equipment Data (as that term is defined in, and in accordance with, Company's [Privacy Policy](#) and Company's [Notice of Equipment Data Collection](#)) about the condition and operation of the Equipment. Equipment Data may be transmitted by the Telematics to and collected by Company, Company's parent company, the subsidiaries and other affiliates of Company or its parent company, and Company's distributors, dealers, and resellers (collectively, the "Company Recipients"). If Telematics is activated, Renter agrees and consents that the Company Recipients, without further notice to Renter, have the right to access, use, collect, store, transmit, disclose, and transfer Equipment Data in accordance with Company's [Privacy Policy](#) and Company's [Notice of Equipment Data Collection](#). If the Equipment Data includes Renter's Personal Data (as that term is defined in Company's [Privacy Policy](#)), Renter consents to the collection, use, and disclosure of such Personal Data in accordance with Company's [Privacy Policy](#). Renter represents and

warrants that before it allows its employees, equipment operators or users, or other third parties to use Equipment with a Telematics system, Renter has obtained or will obtain any necessary consents from those persons, including (a) consent to the transfer of Equipment Data to other jurisdictions; (b) any consent needed to comply with any and all applicable privacy laws and contractual agreements with such employees, operators, users, or third parties; and (c) consent to permit the Company Recipients to access and use the Equipment Data as contemplated in this Rental, Company's [Privacy Policy](#), and Company's [Notice of Equipment Data Collection](#). Renter shall not use the Telematics to track any person's location unless Renter has first obtained any necessary approvals from such person to permit Renter or the Company Recipients to track such location. Renter shall not remove, modify, or disable any of the Telematics without Company's prior written consent. Renter hereby confirms that it has read, understands, and agrees to Company's [Privacy Policy](#) and Company's [Notice of Equipment Data Collection](#).

30. **Governing Law; Jurisdiction for Disputes.** This Rental shall be governed by the laws of the Commonwealth of Virginia (without giving effect to principles of conflicts of law thereof). Any action, suit, or legal proceeding of any nature by one party hereto against another party hereto arising out of this Rental shall be brought in the state or federal courts located in the state where the Equipment is delivered to Renter; and the parties hereby submit to and accept the jurisdiction of such courts for purposes of any such action, suit, or proceeding; provided, however, that Company may bring proceedings against Renter or its property or assets in the competent courts of any other jurisdiction or jurisdictions.

© 2026 Kaeser Compressors, Inc. - All Rights Reserved