



KRINNER EQUIPMENT RENTAL LIABILITY AGREEMENT

RENTAL EQUIPMENT SUBJECT TO THIS AGREEMENT. The Company shall rent to the Customer the handheld equipment (KR E) and Smart Cap equipment required.

PAYMENT TERMS. Payment for the rental period and security deposit shall be made in full for the expected duration of the rental term to confirm allocation of a rental unit to said customer. The payment terms of the rental are defined during online checkout. All sales are final. All overages will continue to be charged to the credit card on file.

NON-SUFFICIENT FUNDS. The Customer shall be charged \$50.00 for each payment that is returned to the Company for lack of sufficient funds.

SECURITY DEPOSIT. The Customer shall pay a refundable security deposit of \$500.00 at the time that this Rental agreement is accepted. This security deposit will be drawn against, for any unusual wear and tear and or damages that may be inflicted upon the Company's equipment. The security deposit shall not bear interest.

RISK OF LOSS OR DAMAGE. The Customer assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Company in the condition received from the Company, with the exception of normal wear and tear. The Company or its appointed agent will determine normal wear and tear. All determinations made by the Company or its appointed agent are final.

RENTAL TERM. This Rental shall begin on the online effective date (regardless of the date of pickup) and shall terminate upon the return of the equipment in fully working condition to the Company's facility. If repairs are to be conducted as a result of regular wear and tear, the Company will provide replacement equipment during the duration of the repair. The Rental Period will end only when the equipment has been returned in fully working condition to the Company's facility. At any time, the Company has the right to terminate the rental with 7 days' notice.

CARE AND OPERATION OF EQUIPMENT. *The equipment may only be used and operated in a careful and proper manner for the installation of exclusively Krinner products.* Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

MAINTENANCE AND REPAIR. The Customer shall maintain the equipment in good repair and fully working condition, allowing only for reasonable wear and tear.



The Customer shall pay all costs required to maintain the equipment in good repair and fully working condition. Such costs shall include labor, material, parts, and similar items.

COMPANY'S RIGHT OF INSPECTION. The Company shall have the right to inspect the equipment during Customer's normal business hours.

RETURN OF EQUIPMENT. At the end of the Rental Period, the Customer shall be obligated to return the equipment to the Company at the Customer's expense and in accordance with 'Rental Term' above. Any freight, insurance or customs charges related to the rented equipment incurred during or at the end of the rental will be billed to the Customer's account.

OVERDUE EQUIPMENT. If the Customer is not in default or violation upon the expiration of this Rental term, the Customer shall have the option to extend the rental term of the equipment by using the online portal. If the equipment is not available for the desired time frame, the equipment **MUST** be returned to the pickup location. Any overdue equipment will be billed at \$250 per day.

ACCEPTANCE OF EQUIPMENT. The Customer shall inspect each item of equipment delivered pursuant to this Rental. The Customer shall immediately notify the Company of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Customer fails to provide such notice in writing within 24 hour(s) after the delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

FAILURE TO PERFORM

If the equipment fails to perform after the initial acceptance it will be the responsibility of the Customer to cover costs associated with repair and correction of the problem. The Company will not be held responsible for the failure of equipment for any reason and the equipment will remain on Rental unless a dispensation is granted in writing by the Company to waive the Rental Fees for the period of non-performance. The Company will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

OWNERSHIP AND STATUS OF EQUIPMENT. The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Company shall be deemed to have retained title to the equipment at all times. The Customer shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the equipment.



WARRANTY. The Company makes no warranties; express or implied, as to the equipment rented. The Customer assumes the responsibility for the condition of the equipment. Without limiting the generality of this provision, the Company specifically disclaims any responsibility or liability in relation to structural engineering or any aspect thereof or any calculation related thereto, and in relation to any role, advice, communication or participation in any project with respect to which the equipment is used or in which the Customer is involved or any activity of any third party, including any professional or non-professional whether or not engaged by the Company. THE CUSTOMER FURTHER AGREES THAT THE COMPANY HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUITABILITY, DURABILITY, FITNESS FOR USE AND MERCHANTABILITY OF ANY SUCH EQUIPMENT, THE PURPOSES AND USES OF THE CUSTOMER THE CHARACTERIZATION OF THIS AGREEMENT FOR TAX, ACCOUNTING OR OTHER PURPOSES, COMPLIANCE OF THE EQUIPMENT WITH APPLICABLE GOVERNMENTAL REQUIREMENTS, OR OTHERWISE. The Customer specifically waives all rights to make claim against the Company herein for breach of any warranty of any kind whatsoever. The Company shall not be liable to the Customer for any loss, damage or expense of any kind or nature caused directly or indirectly by any equipment leased hereunder or for the use or maintenance thereof, or for the failure of operations thereof, or for the repairs, service or adjustment thereto, or by any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof or for any loss of business or any other damage whatsoever and howsoever caused. No defect or unfitness of the equipment shall relieve the Customer of the obligation to pay rent, or to perform any other obligation under this Agreement. The parties hereto exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

USE, OPERATION AND MAINTENANCE. The Customer shall use the equipment in the manner for which it was designed and intended, solely for the Customer's business purposes, exclusively in the endeavor of installing Company / KRINNER products, in accordance with all manufacturer manuals and instructions and in compliance with all applicable laws, regulations and orders. The

Customer may not make any such alterations, modifications or additions to the equipment that the customer may deem desirable without express written approval of the Company.

THE CUSTOMER SHALL KEEP THE EQUIPMENT FREE AND CLEAR FROM ALL LIENS, CHARGES, ENCUMBRANCES, LEGAL PROCESS AND CLAIMS. NEITHER THIS AGREEMENT NOR ANY INTEREST IN THE EQUIPMENT IS ASSIGNABLE OR TRANSFERABLE BY THE CUSTOMER BY OPERATION OF LAW. THE CUSTOMER AGREES NOT TO WAIVE ITS RIGHT TO USE AND POSSESS THE EQUIPMENT IN FAVOR OF ANY PARTY OTHER THAN THE COMPANY AND FURTHER AGREES NOT TO ABANDON THE EQUIPMENT TO ANY PARTY OTHER THAN THE COMPANY. SO LONG AS THE CUSTOMER FAITHFULLY PERFORMS AND MEETS EACH AND EVERY MATERIAL TERM AND CONDITION TO BE PERFORMED OR MET BY THE CUSTOMER UNDER THIS



AGREEMENT, THE CUSTOMER'S QUIET AND PEACEFUL POSSESSION OF THE EQUIPMENT WILL NOT BE DISTURBED BY THE COMPANY OR ANYONE CLAIMING BY, THROUGH OR ON BEHALF OF THE COMPANY.

LOST OR DAMAGED EQUIPMENT. The Customer hereby assumes and shall bear the risk of loss for destruction of or damage to the equipment from any and every cause whatsoever, whether or not insured, until the equipment is returned to the Company. In event of damage to or theft, loss or destruction of the equipment (or any item thereof), the Customer shall promptly notify the Company in writing of such fact and of all details with respect thereto, and shall, pay the Company an amount equal to the sum of (i) all rent accrued to the date of such payment, plus (ii) the "Stipulated Loss Value" as set forth in the schedule, exhibit or appendix to any agreement between the Company and the Customer, whereupon this Agreement shall terminate. Any

insurance proceeds received with respect to the equipment (or any item thereof) shall be applied in reduction of the then unpaid obligations, including the Stipulated Loss Value, of the Customer to the Company, if not already paid by the Customer, or, if already paid by the Customer, to reimburse the Customer for such payment.

LIABILITY AND INDEMNITY. The Customer acknowledges and agrees that it is solely liable for any and all loss or damage to property, injuries, disabilities, and deaths of individuals and other persons caused by operating, handling, or transporting the equipment during the term of this Rental, and the Customer hereby indemnifies and holds the Company harmless from and against any losses, expenses or damages arising in relation to same. Customer shall maintain general liability insurance of at least \$2,000,000.00 unless this obligation is waived in writing by the Company.

INSURANCE AND INSURANCE CERTIFICATE. The Customer shall insure the equipment for its full replacement value as stated in Appendix A under an ALL RISKS POLICY. A copy of the insurance certificate shall be provided to the Company prior to the commencement of the Rental. The sole beneficiary of the insurance will be stated on the certificate as the Company. Failure of the insurance company to honor a claim in no way changes the obligation of the Customer to compensate the Company for the full new replacement value of the equipment. The minimum paid up term of the insurance must be for the initial period of the Rental plus one (1) month.

TAXES AND FEES. During the term of this Rental, the Customer shall pay all taxes, assessments, and license and registration fees on the equipment. The currency of all payments hereunder shall be the currency of the jurisdiction in which the Customer's head office is located.



RIGHTS ON DEFAULT. (a) The Customer shall be in default hereunder if: (i) the Customer fails to return the rented equipment with the stipulated timeline or provide notice of desire to extend rental term (ii) installs with the equipment any screws other than KRINNER SCREW PRODUCTS without the prior written approval of the Company (where "KRINNER SCREW PRODUCTS" means the Company's line of products, for distribution, sale and installation in association with KFS, as modified, added to, or deleted from time to time by KFS.; (iii) the Customer defaults under any other obligation to the Company; or (iv) the Company terminates any other agreement (including without limitation any Krinner Foundation Systems LP KFS Agreement) between the Company and the Customer. (b) If the Customer is in default, the Company shall have the right to take any one or more of the following actions: (i) proceed by appropriate court action or actions at law or in equity to enforce performance by the Customer of the terms and conditions of this Agreement and/or recover damages for the breach thereof; and/or (ii) by written notice to the Customer declare due and payable, and the Customer shall without further demand, forthwith pay to the Company an amount equal to any unpaid rent then due as of the date of such notice plus, as liquidated damages or loss of the bargain and not as a penalty, an amount equal to the Stipulated Loss Value. The Customer shall return the equipment to the Company. Should the Customer fail to return the equipment within fifteen (15) days of receipt of legal notice, the Company may, personally, or by its agents, and with or without notice of legal process, enter upon the premises where the equipment is located, without liability for trespass or other damages and repossess the equipment free from all claims by the Customer. The Customer shall be liable for all reasonable legal and collection fees, costs and expenses arising from the Customer's default and the exercise of the Company's remedies hereunder, including costs of repossessions, storage, repairs, reconditioning and sale or re-leasing of the equipment.

NOTICE. All notices required or permitted under this Rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party in this Agreement.