

May 1, 2021

MAXPRO RENTAL TERMS AND CONDITIONS

By using the equipment rented ("Rental Equipment") from Maxpro Corporation ("Maxpro") under any rental order ("Rental Order"), you, the customer ("Customer"), expressly agree to be bound by the terms and conditions of this Maxpro Equipment Rental Terms and Conditions ("Terms and Conditions") applicable to your Rental Order; and Maxpro's rental of all Rental Equipment is expressly conditioned upon Customer's acceptance of the applicable terms contained herein. Further, the Terms and Conditions and any Rental Order which refers to the Terms and Conditions are intended to and are agreed to collectively constitute one agreement ("Agreement"). For purposes of this Agreement, each Rental Order is sometimes referred to as an "Order", and all Rental Equipment are sometimes referred to herein as "Equipment".

- a.) The Equipment shall be deemed acceptable by Customer for all purposes under this Agreement in its "as-is" condition.
- b.) The minimum term under the Agreement shall be one-week. The Customer may be extended in one-week increments, with Maxpro's consent. The Customer may terminate the Agreement at any time upon written notice. Notwithstanding termination, Customer shall pay the Payment and, if the Equipment is not returned prior to or on the last day of the term, Customer shall pay the Daily Fee for each day beyond the last day of the term that the Equipment is in Customer's possession.
- c.) The Customer agrees to pay Maxpro the amount of each invoice within 30 days after invoice date for rental of Equipment. any Rental Payments due to Maxpro not made in a timely manner shall accrue interest at a rate of 1.5% per month.
- d.) Customer, at its sole cost and expense, shall be responsible for the shipment of the Equipment to Maxpro's facility.
- e.) Maxpro makes no warranty expressed or implied. Maxpro is not Liable for any loss or damage caused or alleged to be caused by or to the Equipment.
- f.) Title to the Equipment shall remain with Maxpro at all times, and Customer, at its own cost and expense, shall protect and defend the title of Maxpro against any person claiming by or through Customer or whose claim arises as a result of any action by Customer.
- g.) Customer shall assume all liability or risk thereof arising during the term of this Agreement from or pertaining to the possession, operation or use of the Equipment.
- h.) Customer shall cause the Equipment to be operated for business purposes, in accordance with applicable manuals or instructions of Maxpro and with applicable governmental regulations, if any. Customer shall, at Customer's expense, maintain the Equipment in good and safe operating order, repair and condition.
- i.) During term of Agreement, Customer shall obtain and maintain in full force and effect insurance coverage of the types and in the amount's customary to the Equipment and to Customer's business.
- j.) Upon termination of this Agreement within 48 hours notification Customer shall return all Equipment to such location as Maxpro may designate in writing to Customer. Failure to return the Equipment and/or any piece and/or any part of Equipment within this time extends the term of this Agreement.
- k.) Customer shall not assign, transfer or encumber its leasehold interest under this Agreement in any of the Equipment without the prior written consent of Maxpro. Customer shall not part with the possession or control of, or suffer or sublease any of the Equipment, except with the prior written consent of Maxpro.
- l.) Customer shall comply with all laws, regulations and orders relating to the subject matter of this Agreement and the rental, use and purchase of the Equipment.
- m.) The Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof, supersedes any and all prior agreements or understandings between the parties, oral written, and may only be amended by a writing signed by Maxpro and Customer. The Agreement shall be binding upon the parties hereto and their respective successors and assigns.

A copy of these Terms and Conditions can be obtained upon request or at www.maxprocorp.com.

For questions or disputes with any provisions of the Agreement, email sales@maxprocorp.com.