



Rental Policy

Credit Account: All rental customers must have an account established with Scott Powerline and Utility Equipment (Scott Powerline or SPL) to be eligible to rent equipment and conduct other credit-based transactions. An account may be requested by submitting a SPL credit application - this application is subject to credit acceptance. The information provided by the customer shall be kept in strict confidence and will not be shared with anyone outside the credit acceptance process unless expressly authorized to do so. Accounts must be maintained in good standing in order to transact any equipment rentals.

Terms of the Rental Agreement: Typically, the rental term commences with the delivery of the equipment to the Customer and terminates upon SPL's acknowledgment of receipt of the return of the equipment. The rental agreement contemplates the continuous rental of the equipment at the rate of rental agreed upon regardless of inability of Customer to use the equipment because of breakdown, weather conditions or any other cause. All rentals are based on the applicable daily, weekly, or monthly term. Periods of use or operation of the property are on the basis not to exceed nine hours per day, 45 hours per week, or 180 hours per month; no deductions shall apply if the equipment is used for a lesser period. Furthermore, the mileage of motor vehicles less than 25,000 lbs. rated GVWR shall not exceed 600 miles per week or 2,400 miles per month; motor vehicles with a rated GVWR of 25,000 lbs. or greater, shall not exceed 1,250 miles per week or 5,000 miles per month (excluding in-bound or outbound transit to/from SPL facility). Except for additional rental charges required as a result of excess hours of usage or mileage, the rental rates to be paid shall not be calculated or determined on an hourly usage basis.

All rental units remain the property of Scott Powerline and are subject to sale at any time. If sold, SPL may elect to trade the rental piece with an acceptable equivalent unit at no additional expense to the Customer.

Billings: All rental invoicing will be made in advance commencing at the start of the rental period and continuing every 30 days thereafter. All invoices are due upon receipt.

Weekly rates are computed at the rate of one third the stated monthly rate. Three weeks rental constitutes one month. Daily rates are computed at the rate of one third the stated weekly rate. Three days rental constitutes one week. SPL reserves the right to determine minimum rental terms and charges.

Overtime charges will be assessed by the hour calculating the normal monthly rate divided by 180 hours; excess mileage will be charged at \$1.25/mile for every mile in excess of the limitations stated above. Lessor may inspect the hour meter and/or odometer of equipment at any time during the rental period for the purpose of determining whether overtime rental is due the Lessor. Lessee will pay overtime use upon being invoiced by Lessor, in accordance with the terms of the invoice. Double shift use (360 hours per month, 90 hours per week) will be charged at 1.5 times the normal rate.

Insurance: The Customer must have on file with Scott Powerline evidence of acceptable insurance for all rental equipment. Evidence of such coverage shall be furnished prior to delivery and customer receipt of the equipment and must remain in force for the duration of the rental.

Self-insurance by the Customer may be accepted by SPL only upon the receipt of duly endorsed Customer correspondence stating their intention to self-insure, and the review and approval of the Customer's most recent audited financial statement. This process must be renewed every twelve months to remain valid. All stated coverage requirements shall remain in force.

Delivery Charges: All equipment shipments shall be FOB the Scott Powerline facility at which the equipment is located and returned to an SPL approved location. The Customer shall pay any assembly / disassembly charges necessary for the operation and/or legal shipment of the Equipment. Unless otherwise stated by an authorized agent of SPL, all transportation charges are to be paid by the Customer.

The customer shall be responsible for unloading the delivered equipment from the transport vehicle and erecting it at jobsite and for dismantling equipment and reloading on the transport vehicle at jobsite. If requested, SPL will furnish a service technician on site for technical assistance during the assembly or dismantling process for a fee payable by the Customer. Scott Powerline will not bear any responsibility for loading equipment on transport vehicles.

In the event the rental agreement is terminated, the Customer shall remain responsible for rent until the equipment is returned to SPL.

Fuel Charges: All equipment should ship from the SPL location or be delivered to the Customer jobsite full of fuel (Please notify the Scott Powerline rental staff if this is not the case); likewise, equipment being returned at conclusion of the rental is to be filled with fuel. Any fuel added to equipment upon return will be charged to the Customer at contract closure.

Maintenance and Operation: All equipment must be inspected and greased thoroughly on a daily basis; service should be conducted on all unit systems in accordance with the respective manufacturer's guidelines. Fuel, grease, filters, oil, and anti-freeze shall be the responsibility of the Customer as well as any ground-engaging attachments / components or other items subject to excessive wear or extreme conditions / use. For new rental fleet units in their base warranty period, Scott Powerline will conduct or coordinate factory-mandated inspections and service at its sole expense. Customer shall employ only competent operators and shall assume full responsibility for the equipment during the rental period. Customer shall ensure proper care for and not permit it to be used beyond its rated capacity. For a fee payable by the Customer, SPL shall provide qualified personnel, either on-site or at a Scott Powerline facility, to conduct product orientation for Customer operators and technicians in accordance with the manufacturer's operation manual – this training is orientation only and Scott Powerline shall bear no responsibility for subsequent operator or product performance relating to that training. Should the Customer discover any defect in the equipment, Customer shall notify the Lessor immediately and, if so instructed by SPL, shall cease using the equipment.

Repair: Should the equipment experience some type of failure during the rental period, the Customer may at its own expense elect to repair such failure if experienced in doing such. If the repair is felt to be beyond the expertise of the Customer, the closest Scott Powerline facility should be notified to repair the equipment. In the event of the Customer purchasing the equipment using a rental purchase option (RPO), any repairs that are required to be made by the SPL during the rental period may be added to the Rental Purchase Option Price.

Dirty, Damaged, or Lost Equipment: All Scott Powerline equipment provided shall be clean, current on all applicable inspections and official documentation, and in good working condition (Please notify the Scott Powerline rental staff if this is not the case). An outbound condition report and photos shall be on file at the Scott Powerline location from which the equipment is rented - if there is damage not noted on the condition report, please notify Scott Powerline immediately. Equipment shall be returned to SPL at the end of the rental period in a cleaned condition and in the same mechanical condition as received, less ordinary wear and tear. Furthermore, the Customer agrees to return the said equipment complete with any accessories, attachments, operation/service manuals, titles, plates, registration and similar documentation that may be contained in the rented equipment at the commencement of or during the term of the lease. Any replacement costs or repair of damage to the equipment will be charged to the Customer to return the equipment back to similar condition prior to the rental. The Customer shall also expect to pay a reasonable cleaning charge for equipment returned extremely dirty. Under typical circumstances, Scott Powerline shall report such damages to the Customer within 72 hours (3 business days) of SPL's receipt of the rental equipment and shall provide a written repair estimate within another three working days thereafter. Scott Powerline shall grant the Customer a reasonable amount of time to review the repair estimate and/or inspect the damaged equipment – this review/inspection period shall not exceed seven working days from the date of the estimate. In certain damage/repair cases, the Customer may be responsible for rent while the damaged unit is either satisfactorily repaired or replaced. The Customer is to immediately notify Scott Powerline in the event of an accident or loss or disappearance of the equipment.

Miscellaneous: Scott Powerline rental equipment may be equipped with a GPS monitoring system – if so, the Customer agrees to keep it connected to the equipment and in good working condition at all times.

Certain rental units may require periodic official or safety inspections – it is the responsibility of the Customer to notify Scott Powerline of pending inspection due dates and coordinate those inspections, whether by SPL or with an accepted third party. The Customer further agrees to forward any third party inspection documentation to nearest Scott Powerline location.

In select circumstances, Scott Powerline may elect to re-rent equipment, either from a Scott Companies affiliate or other third party, to satisfy a customer need. Scott Powerline will conduct a thorough out-bound inspection of the particular unit and make every effort to conform the re-rent to the above stated policy; however, certain aspects of the asset owner's rental policy (i.e., billing period, rental rate) may supersede; finally, the party from which the said equipment was re-rented will carry full authority for the inspection and approval of returned equipment.

The Customer shall not sub-lease rented equipment without the express written consent of Scott Powerline.

No modifications (to include conditions, promises, or warranties), verbal or otherwise, to this policy (and/or the equipment rental agreement and its addenda) shall be binding unless duly executed in writing by an officer of Scott Powerline. Executive management reserves the right to amend and/or interpret the aforementioned policy as deemed necessary.