

Welcome and thanks for booking your equipment rental through TecShares.com.

Please be sure to read this rental agreement, as well as the [Definitions of Terms](#), [Refund Policy](#) and our Site [Terms of Use](#) and [Privacy Policy](#).

By checking the box below this agreement you are acknowledging and agreeing to the following for this specific equipment:

- 1. BOOKING TRANSACTION** – You as the Renter of Equipment (“Customer”) are entering into a rental agreement directly with the Owner (“Supplier”) or agent of the rental equipment you are Booking (your “Equipment Rental”). “TecShares” is simply acting as a neutral venue. It is ultimately the equipment Supplier and not TecShares.com, who is responsible for the handling of payments, refunds and service, including, but not limited to, the condition of the Rental Equipment and delivery of Rented Equipment. TecShares will be unable to make substitutions or refunds.
- 2. RENTAL AGREEMENT.** Supplier and Customer enter into an Equipment Rental Agreement. Supplier agrees to rent to Customer and Customer agrees to rent from Supplier the equipment (Items) described in the TecShares booking transaction.
- 3. TERM.** The obligations of Customer under this Rental Agreement regarding an Item of Equipment will commence on the shipping pick up date and shall continue for the period indicated on the TecShares Schedule (“Term”). Any extensions must be evidenced by a new Schedule executed by both parties or evidenced by an extension of the Schedule approved by Supplier through TecShares. This Rental Agreement is effective from the Booking date and shall remain in effect for the duration of the Rental period.
- 4. PAYMENT TERMS & CANCELLATION** – The order details and balance due is displayed in the TecShares Cart prior to submission of credit card details. Following the submission of payment details your order is placed and will be reviewed by a TecShares representative. Additional charges for freight are subject to an operator quote. Freight and other applicable fees are calculated and included in your final invoice. You will receive an “Order Booked” confirmation email with a link to your TecShares customer portal displaying your final invoice details for your review prior to processing payment. Select “Pay Online” to process payment. Select Request Cancellation if you wish to cancel the booking. Additional fees may include adjustments to applicable sales and use tax, restocking fee, etc. Refunds after payment processed are per the terms of the Refund policy.
- 5. EQUIPMENT USE RULES** – Use of Rental Equipment shall be consistent with manufacture specifications. In some instances, the supplier may have specific rules regarding equipment use beyond, such as location of use, etc. Supplier equipment use rules are detailed in the Equipment description section of the Equipment Rental listing and are incorporated into this Rental Agreement. Please review these terms carefully, as violation may result in additional fees or cancellation of rental without refund. TecShares is not authorized to make exceptions to these rules.
- 6. SUPPLIER’S DISCLAIMER OF WARRANTIES.** SUPPLIER REPRESENTS THAT THE EQUIPMENT IS IN GOOD WORKING ORDER AT THE TIME OF DELIVERY. OTHER THAN THE FOREGOING, SUPPLIER MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER CONDITIONS, WARRANTIES, STIPULATIONS, REPRESENTATIONS OR OTHER STATEMENTS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY STATUTE, AT COMMON LAW OR OTHERWISE HOWSOEVER, RELATING TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CONDITIONS, WARRANTIES, STIPULATIONS, REPRESENTATIONS AND STATEMENTS REGARDING THE PERFORMANCE, USE, QUALITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT.

- 7. DELIVERY AND ACCEPTANCE** – Once your booking has been paid in full, a TecShares representative will confirm delivery location and freight logistics. Your TecShares representative will provide pre-delivery communication at least 10 days prior to shipment of equipment.
- 7.1. CUSTOMER agrees to take possession of the Equipment at shipping address as provided in the Cart page in the “Choose a Location” section. Customer is responsible for all transportation charges, including but not limited to shipping, freight and customs from the Point of Delivery and for complying with all import, export and customs documentation and formalities. Customer is also responsible for other extra transportation costs, if delineated in the listing details under “Extra Transportation Costs”. Customer will inspect the Equipment upon delivery, and Customer agrees to execute and deliver to Supplier at the time of delivery a certificate evidencing Customer’s inspection and acceptance of each unit of Equipment (see certificate form under Documents on TecShares site menu bar). Notwithstanding the foregoing, all Items of Equipment will be deemed accepted within ten (10) days of delivery, unless Customer notifies Supplier that an Item is not in good working order prior to the end of such ten day period.
- 8. LOCATION; INSPECTION; USE.** Whenever requested by Supplier, Customer will advise Supplier as to the exact location of an Item of Equipment. Supplier or its duly authorized agent or representative will have the right to inspect an Item of Equipment at Supplier’s sole cost and expense and observe its use during normal business hours without disruption to Customer’s operations, and Customer will use its best efforts to ensure Supplier’s ability to enter into and upon the premises where the Item may be located for such purpose. The Equipment will at all times be used solely for commercial or business purposes, and operated in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Customer under the terms of this Rental Agreement and all manufacturer’s specifications, instructions, maintenance schedule and warranty requirements as provided by Supplier.
- 9. ALTERATIONS.** Without the prior written consent of Supplier, Customer will not make any alterations, additions or improvements (an “Alteration”) to an Item of Equipment. If Customer makes permitted Alterations, then at the end of Term, Supplier may require Customer to restore the Item to its original condition at Customer’s sole expense, or Supplier may elect to accept such Alterations without compensation to the Customer, in which case such Alterations shall become the property of Supplier free of any security interest.
- 10. MAINTENANCE AND REPAIRS.** Customer, at its own expense, will maintain the Equipment in good repair, condition and working order to the standard and in accordance with the maintenance schedule recommended by the Equipment manufacturer, will furnish all parts, mechanisms, devices and labor required to keep the Equipment in good repair, condition and working order and will pay all costs of the Equipment’s operation.
- 11. LOSS AND DAMAGE; CASUALTY VALUE.** Customer hereby assumes and will bear the entire risk of loss, theft, requisition, expropriation, damage or destruction of each Item of Equipment from any cause whatsoever (collectively “Casualty Occurrence”) until Customer re-delivers the Item to Supplier in accordance with paragraph 12 below. No Casualty Occurrence to the Equipment or any Item thereof will relieve Customer from its obligation under this Rental and the applicable Schedule including the obligation to pay rent. In the event of a Casualty Occurrence, Customer will promptly give Supplier notice thereof and will thereafter place the affected Item of Equipment in good repair, condition and working order, provided, however, that if the item is determined by Supplier to be lost, stolen, destroyed or damaged beyond repair or is requisitioned or expropriated or suffers a constructive total loss as defined in any applicable insurance policy carried by Customer in accordance with paragraph 14.1 below, then at Customer’s option, Customer will (a) replace the Item with the same equipment in new or like new condition, or with a mutually agreed equivalent of such equipment in good repair, condition and working order and transfer clear title to such replacement equipment to Supplier whereupon such replacement equipment will be deemed such Item for all purposes hereof; or (b) pay Supplier the “Casualty Value” of such Item as set forth in the Schedule / Item details, and upon such payment this

Rental Agreement will terminate with respect to the Item so paid for (but this Rental Agreement shall continue as to all other Items).

- 12. RE-DELIVERY.** Upon the expiration or earlier termination of this Rental Agreement with respect to the Equipment or an Item of Equipment, Customer will promptly return the Equipment or Item of Equipment, properly packed and crated with freight prepaid, to Supplier "Point of Delivery" or such place and by such reasonable means as may be designated by Supplier in good working order and condition, except for reasonable wear and tear resulting from the proper use thereof. Upon the return of the Equipment or Item of Equipment, Supplier will perform its standard tests, inspections in accordance with restocking procedures and if Supplier is of the reasonable opinion that the Equipment or Item of Equipment is not in good working order or condition. Supplier will make any repairs necessary and replace parts and accessories that Supplier, deems necessary or appropriate in order to restore the Equipment or Item of Equipment to good working order and condition. Customer shall pay all applicable costs, expenses and fees incurred by Supplier including but not limited to all time and materials costs, all testing, inspection, and any third party expenses.

There shall be no retention, detention or holding over by Customer of the Equipment after expiration or termination of the Rental Agreement period; however, in the event such should occur, the first five (5) days thereof shall be at regular daily rate as prescribed in the Booking Transaction, and all days thereafter shall be at twice such regular daily rate ("double rent"); provided that if an event of Force Majeure prevents Customer from returning the Equipment, Customer shall only be obligated to pay the regular daily rate (and not the double rent). Force Majeure is defined as Customer's inability to perform the terms of this Rental Agreement or any applicable Schedule when performance is hindered or prevented by strikes, lockouts, or other labor difficulty, war or acts of war, riots or civil unrest, fire, storm, flood, earthquake, terrorism, vandalism, interference by any governmental authority or any other cause beyond the reasonable control of Customer.

- 13. TAXES.** For non-exempt customers the rental payments set forth in the Booking Transaction include a sales and use tax of 8.25%. Depending on the Customers state of operation, there may be differences in the quoted rate and customer tax obligation. Adjustments to taxes owed may be required prior to processing of payment. Customers with Tax Exempt status shall indicate Tax Exempt on the Sign-Up form or otherwise provide written notification to TecShares of Exempt status.

14. INSURANCE / DAMAGE WAIVER

- 14.1. Equipment Supplier Loss or Damage Waiver (DW):** In instances where a participating Equipment Supplier elects to offer a Loss or Damage Waiver on equipment marketed for rent on the TecShares site, The Customer will have the option of paying the Damage Waiver Fee in lieu of procuring Loss or Damage insurance as detailed in 14.2 below. Customer indicates option preference at checkout and related DW charges will be added to a separate invoice. If the Customer elects to decline the Damage Waiver, the Customer will be bound by section 14.2 of this agreement and provide to TecShares relevant proof of Loss or Damage insurance consistent with requirements of section 14.2 of this agreement.
- 14.2. Loss or Damage Insurance:** Customer will procure and continuously maintain and pay for (a) all risk insurance against loss of or damage to the Equipment from any cause whatsoever for not less than the Casualty Value as set forth on the Schedule, naming Supplier as loss payee and (b) combined public liability and property damage insurance with a limit of at least USD \$1,000,000. All such insurance must be in a form and with companies and underwriters subject to the reasonable approval of the Supplier, must designate Supplier as an additional insured and loss payee under the policy, must provide at least fifteen (15) days advance written notice to Supplier of cancellation, change or modification in any material term, condition or amount of protection provided therein and must provide that the coverage is "primary coverage" (does not require contribution from Supplier's or any other applicable coverage). Customer will provide Supplier with a policy or certificate evidencing such insurance prior to delivery of the Equipment. Customer shall punctually pay all premiums and other sums payable in respect of such insurances and, if required by the Supplier, provide Supplier with all relevant receipts. In the event of an assignment of this Rental Agreement by Supplier of which Customer has notice,

Customer will cause such insurance to provide the same protections to the assignee as its interest may appear. Customer will promptly notify any relevant insurer, such assignee and Supplier of each and every occurrence which may become the basis of a claim or cause of action against the insured and provide Supplier and such assignee with all data pertinent to such occurrence. The proceeds of such insurance, at the option of Supplier or such assignee, as appropriate, will be applied towards (a) the repair or replacement of the appropriate Item or Items of Equipment, (b) payment of the Casualty Value thereof, or (c) payment of, or as provision for, satisfaction of any other accrued obligations of Customer hereunder. Customer hereby appoints Supplier as Customer's attorney-in-fact with full power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts, necessary or advisable to secure payments due under any policy contemplated hereby on account of a Casualty Occurrence. In the event any of the Equipment is not covered by the required all-risk and public liability insurance at any time while this Rental Agreement is in effect, Supplier shall have the right to cover the Rental Equipment with the required insurance and to recover from Customer the premiums paid for such insurance.

- 15. INDEMNITY AND HOLD HARMLESS.** Customer hereby assumes liability for and will indemnify, defend, release, protect, save and keep harmless Supplier and / or TecShares from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, but not limited to, any claim or liability for personal injury or damage, incurred or sustained by you and/or anyone you authorize to use or operate the rental equipment. To also include court costs and legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against Supplier and / or TecShares (whether or not also indemnified against by any other person) in any way relating to or arising out of this Rental Agreement or applicable Schedule or the purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Equipment by Supplier or Customer, including, without limitation, (i) any claim alleging latent and other defects, whether or not discoverable by Supplier or Customer, and (ii) any other claim arising out of strict liability in tort, whether or not in either instance relating to an event occurring during the term of this Rental Agreement. Customer agrees to give Supplier and Supplier agrees to give Customer notice of any claim or liability hereby indemnified against promptly following learning thereof. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Rental Agreement, whether by expiration of time, by operation of law, or otherwise. Customer is an independent contractor and nothing contained in this Rental Agreement shall authorize Customer or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Supplier or dba TecShares.
- 16. CUSTOMER'S DEFAULT.** Any of the following will constitute an event of default ("Event of Default") under this Rental Agreement: (a) Customer's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof; (b) Customer's breach or default in performing any other obligation, term or condition of this Rental Agreement, provided such breach or default will have continued for more than fifteen (15) days after Customer has been notified in writing; (c) any writ of seizure and sale, writ of distress or order of attachment or execution or other legal process being levied on or charged against any Item of Equipment and not being released or satisfied within ten (10) days; (d) Customer's failure to comply with its obligations under paragraph 14 above or any attempted assignment of Customer's interest in this Rental Agreement or to an Item of Equipment in violation of paragraph 19 below; (e) the voluntary or involuntary making of an assignment or composition of a substantial portion of its assets by Customer for the benefit of creditors, appointment of a provisional liquidator, judicial manager, receiver, manager, receiver and manager or trustee for Customer or for any of Customer's assets, institution by or against Customer of any type of winding-up, insolvency or bankruptcy proceeding or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding-up of the affairs of Customer, Customer's cessation of business activities or the passing of a resolution for the winding-up of the Customer or the making by Customer of a transfer of all or a material portion of Customer's assets or inventory not in the ordinary course of business; (f) the

occurrence of any event described in (e), hereinabove with respect to any guarantor or other party liable for payment or performance of this Rental Agreement; (g) any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Customer or any guarantor or other party liable for payment or performance of this Rental Agreement proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified; (h) a transfer of effective control of Customer, if an organization; or (i) a default or breach shall occur under any other Schedule, or agreement entered into by Customer and held or serviced by Supplier, which default or breach is not cured within any applicable cure or grace period provided in such Rental Agreement.

- 17. SUPPLIER'S REMEDIES.** Upon the occurrence of an Event of Default under this Rental Agreement by Customer, Supplier, at its option, may exercise any one or more of the following remedies: (a) sue for and recover all rent and other payments, then accrued or thereafter accruing, with respect to any or all Items of Equipment; (b) take possession of and render unusable any or all Items of Equipment, without demand or notice, wherever same may be located, without any court order or other process of law and without liability for any damages occasioned by such taking of possession (any such taking of possession will not constitute a termination of this Rental Agreement as to any or all Items of Equipment unless Supplier expressly so notifies Customer in writing); (c) require Customer to assemble any or all Items of Equipment at the location therefor, such location to which such Equipment may have been moved with the prior written consent of Supplier or such other location in reasonable proximity to either of the foregoing as Supplier will designate; (d) terminate this Rental Agreement as to any or all Items of Equipment (e) utilize any other remedy available to Supplier at law or in equity.

A termination hereunder will occur only upon written notice by Supplier to Customer and only with respect to such Items of Equipment as Supplier specifically elects to terminate in such notice. Except as to such Items with respect to which there is a termination, this Rental Agreement will remain in full force and effect and Customer will be and remain liable for the full performance of all its obligations hereunder including without limitation the payment of rent.

No right or remedy conferred herein is exclusive of any right or remedy conferred herein or by law; but all such rights and remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time. In the event that Supplier brings any action of law or equity to enforce its rights under this Rental Agreement, or as result of an alleged breach or default under this Rental Agreement, Supplier will be entitled to recover from Customer its legal fees, costs and disbursements on a full indemnity basis. In the event of a payment default by Customer, Customer will pay Supplier all costs and expenses (including legal fees, costs and disbursements on a full indemnity basis) related to the collection of amounts due hereunder.

- 18. SUPPLIER'S EXPENSES.** Customer will pay or reimburse Supplier for all costs, expenses, including repossession and court costs, legal fees, costs and disbursements on a full indemnity basis and Equipment disposition, incurred by Supplier in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. The obligation includes the payment or reimbursement of all such amounts on a full indemnity basis whether an action is ultimately filed or whether an action filed is ultimately withdrawn or discontinued. Customer shall also pay or reimburse Supplier for all non sufficient funds charges and similar charges incurred by Supplier in connection with payments made or attempted to be made pursuant to this Rental Agreement.
- 19. ASSIGNMENT.** Without the prior written consent of Supplier, Customer will not sublet any item of equipment or otherwise assign, transfer, pledge or hypothecate this Rental Agreement, any Item of Equipment or any interest in this Rental Agreement or in and to the equipment or permit its rights under this Rental Agreement to be subject to any lien, charge or encumbrance of any nature. Customer's interest herein is not assignable and will not be assigned or transferred by operation of law. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by Customer or any other person. All rights of Supplier hereunder and in and to the Equipment may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Customer but always, however, subject to the rights of Customer under this

Rental Agreement. If Customer is given notice of any such assignment, Customer will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. Subject always to the foregoing, this Rental Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

- 20. OWNERSHIP; PERSONAL PROPERTY.** The Equipment is, and all times will remain, the sole and exclusive property of Supplier. Customer will have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Rental Agreement. Notwithstanding the foregoing, if despite the intent of the parties this Rental Agreement is construed to be a financing as to any of the Equipment, Customer will be deemed to have granted Supplier a first security interest in such Equipment. Customer will keep the Equipment free and clear of all liens, encumbrances and charges of any nature. If at any time during the term hereof Supplier supplies Customer with labels, plates, decals or other markings stating that the Equipment is owned by Supplier, Customer will affix and keep the same prominently displayed on the Equipment or will otherwise mark the Equipment, at Supplier's request, to indicate Supplier's ownership of the applicable Equipment. The Equipment is, and at all times will remain, personal property notwithstanding that the Equipment or any Item may now be, or hereafter become, in any manner affixed or attached to, or embedded in or permanently resting upon real property or any improvement thereon or attached in any manner that may be permanent.
- 21. LATE CHARGE.** If Customer fails to pay any rent or any other sum to be paid by Customer to Supplier hereunder within five (5) days after the due date thereof, Supplier may charge Customer interest on such unpaid sums, before as well as after judgment, at a rate equal to the lesser of (i) 18% per annum compounded monthly and (ii) the maximum amount permitted under applicable law.
- 22. FEES & ADDITIONAL SERVICES –** Your equipment Supplier is required to disclose all mandatory booking-related fees in the Equipment Rental listing (see detailed listing information by clicking on item name in the equipment catalog to expand item details and information), however your equipment Supplier may have optional fees and services. Should you opt into any of these services and related fees beyond options provided during checkout, your Equipment Supplier and/or TecShares will provide payment details.
- 23. CANCELLATIONS BY YOUR EQUIPMENT SUPPLIER –** In the event that your Equipment Supplier has to cancel your booking for any reason you will be notified as quickly as possible and refunded 100% of any amounts paid. TecShares is not responsible or liable for cancellations by your Equipment Supplier.
- 24. FALSIFIED BOOKINGS –** If your booking was made under false pretence, including, but not limited to, a falsified name, you will be subject to immediate cancellation of booking and forfeiture of all amounts paid.
- 25. GENERAL TERMS –** If any section, clause, paragraph or term of the Rental Agreement is held or determined to be void, invalid or unenforceable, for any reason, all other terms, clauses or paragraphs herein shall be severed and remain in force and effect.