

EQUIPMENT RENTAL AGREEMENT TERMS AND CONDITIONS

This Equipment Rental Agreement (“Agreement”) is entered into by and between SEIGE LLC, an Idaho limited liability company, as the equipment owner and rental provider (“Lessor”), and the customer, individual, company, entity, or authorized representative identified on the rental contract cover page, signature page, invoice, quote, checkout portal, or related rental documentation (“Lessee”).

Lessor agrees to rent to Lessee the equipment, attachments, accessories, trailers, tools, and related items listed on the rental contract cover page, signature page, invoice, quote, checkout portal, order notes, equipment list, or related rental documentation, subject to the terms and conditions of this Agreement.

IMPORTANT NOTICE TO LESSEE:

By executing the signature page, rental contract cover page, electronic signature field, checkout authorization, or other electronic acceptance associated with this rental contract, Lessee acknowledges and agrees that such signature or acceptance applies to and incorporates all terms and conditions contained in this entire Equipment Rental Agreement, including all subsequent pages, attachments, policies, payment authorizations, damage waiver elections, and related rental documentation referenced herein.

This Agreement is intended to be read together with the rental contract cover page, signature page, invoice, quote, checkout portal, order notes, equipment list, and any related rental documentation provided by SEIGE LLC.

KEY TERMS SUMMARY

This summary is provided for convenience only and does not limit or replace the full terms of this Agreement.

- Lessee is responsible for the Equipment from the time of pickup, delivery, or possession until the Equipment is returned to and accepted by Lessor.
- Lessee is responsible for damage, theft, loss, misuse, improper operation, transport damage, downtime, recovery costs, cleaning, fuel, repairs, and collection costs.
- Any optional Damage Waiver / Buy-Up Protection must be shown as accepted on the signature page, invoice, checkout portal, or related rental documentation. The Damage Waiver is not insurance.
- Damage Waiver / Buy-Up Protection is not available for trailers.
- Damage Waiver / Buy-Up Protection does not cover theft, misuse, negligence, transport damage, tires, tracks, glass, undercarriage, wear items, hydraulic hoses, improper fueling, environmental contamination, downtime, recovery, or violations of this Agreement.
- Equipment may contain GPS, telematics, hour meters, remote diagnostics, and location tracking technology.
- Lessee authorizes Lessor to charge payment methods provided by Lessee for amounts owed

under this Agreement.

- Late balances may incur a one-time 10% late fee plus 2.0% per month simple interest.
 - If Lessee is signing for a company or entity, the signer may also be personally guaranteeing payment and performance obligations under this Agreement unless Lessor expressly agrees otherwise in writing.
 - Disputes shall be governed by Idaho law, with venue in Bonneville County, Idaho.
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1. Definitions

For purposes of this Agreement:

“Lessor” means SEIGE LLC, including its owners, employees, agents, representatives, successors, assigns, insurers, and affiliates where applicable.

“Lessee” means the customer, renter, individual, company, entity, authorized representative, signer, operator, agent, employee, or person taking possession of or using the Equipment.

“Equipment” means all rented machines, attachments, accessories, trailers, tools, components, buckets, forks, hydraulic attachments, parts, keys, manuals, safety equipment, and related items provided by Lessor.

“Rental Period” means the entire period beginning when Equipment is picked up, delivered, made available to Lessee, or placed under Lessee’s custody or control, and ending only when the Equipment is returned to and accepted by Lessor.

“Ordinary Wear and Tear” means normal, minor deterioration resulting from proper use of the Equipment in accordance with manufacturer guidelines. Ordinary wear and tear does not include damage, misuse, abuse, impact damage, bent parts, broken parts, tire damage, track damage, glass damage, undercarriage damage, hydraulic damage, contamination, improper fueling, excessive wear, negligent operation, or failure to maintain fluids, lubrication, greasing, or routine checks.

“Rental Documentation” means the rental contract cover page, signature page, invoice, quote, checkout portal, order notes, equipment list, payment authorization, electronic records, emails, text approvals, inspection records, photographs, videos, telematics data, GPS records, and any related documentation maintained by Lessor.

2. Signature Page and Electronic Acceptance

The Equipment rented, rental rates, fees, charges, rental term, delivery method, approved rental location(s), overtime charges, hour limitations, serial numbers, attachment listings, Damage Waiver election or declination, and other transaction-specific details shall be listed on the

signature page, rental contract cover page, rental invoice, electronic checkout portal, quote, order notes, or related rental documentation incorporated into this Agreement by reference.

Lessee expressly agrees that the single electronic signature, digital acceptance, emailed approval, checkout authorization, or signature executed on the rental contract cover page or signature page constitutes:

- A legally binding signature;
- Acceptance of all terms contained within this Agreement;
- Acceptance of all pages following the signature page or rental contract cover page;
- Authorization for payment processing;
- Acknowledgment of Damage Waiver election or declination;
- Consent to GPS and telematics monitoring;
- Acceptance of liability and indemnification obligations;
- Acceptance of personal guarantee obligations where applicable; and
- Acceptance of all incorporated rental documents, policies, invoices, checkout records, and related documentation.

Electronic signatures, electronic records, digital acceptances, and electronic checkout authorizations shall be deemed originals and enforceable to the fullest extent permitted by applicable federal and state law.

3. Authority to Sign and Bind Lessee

Any person executing, electronically signing, approving, accepting, or taking possession of Equipment represents and warrants that they have full authority to bind Lessee to this Agreement.

If Lessee is a corporation, limited liability company, partnership, trust, governmental entity, or other organization, the individual signing or accepting this Agreement represents that they are authorized to bind that entity.

Lessee shall not later deny enforceability of this Agreement based on lack of authority where Equipment was delivered, released, used, accepted, or paid for based on the signer's or representative's actions.

4. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflict of law principles.

Jurisdiction and Venue:

Lessee agrees that any legal action, suit, arbitration, or proceeding arising from or related to this

Agreement shall be brought exclusively in Bonneville County, Idaho. Lessee consents to the exclusive jurisdiction and venue of the state and federal courts located in Bonneville County, Idaho and waives any objection based upon venue or forum non conveniens.

Waiver of Personal Service:

Lessee agrees that service of process may be made by certified mail, registered mail, email, overnight delivery, or personal service directed to the most recent contact information provided by Lessee, and such service shall be deemed legally sufficient.

5. Liability and Insurance

Lessee assumes full responsibility and liability for the Equipment and its operation during the Rental Period. Lessee agrees that the Equipment is under Lessee's exclusive custody, possession, and control from the time of pickup, delivery, availability, or possession until returned to and accepted by Lessor.

Lessee shall maintain, at Lessee's sole expense:

- Commercial general liability insurance;
- Property/equipment coverage;
- Inland marine coverage where applicable;
- Automobile liability coverage where applicable; and
- Any additional coverage reasonably required by Lessor.

Coverage shall be maintained in amounts sufficient to fully protect the Equipment and Lessor against all losses, damages, claims, liabilities, and expenses.

Upon request, Lessee shall provide certificates of insurance naming SEIGE LLC as:

- Additional Insured; and
- Loss Payee.

Lessee's insurance coverage shall be primary and non-contributory with respect to any insurance maintained by Lessor.

Failure of Lessor to request proof of insurance shall not waive Lessee's insurance obligations under this Agreement. Failure to obtain or maintain insurance shall not relieve Lessee of any obligation under this Agreement.

6. Optional Damage Waiver / Buy-Up Protection

Lessor may, at its sole discretion, offer Lessee an optional Damage Waiver / Buy-Up Protection for eligible Equipment rentals. This optional coverage is not insurance and does not replace the requirement for Lessee to maintain insurance coverage as required under this Agreement.

If elected by Lessee on the signature page, rental contract cover page, rental invoice, checkout portal, electronic rental system, or related rental documentation approved by Lessor, the Damage Waiver shall:

- Be charged at a rate equal to ten percent (10%) of the base rental charges, excluding taxes, delivery fees, fuel charges, cleaning fees, and any other surcharges or miscellaneous fees;
- Limit Lessee's responsibility for accidental physical damage to the rented Equipment to damages exceeding \$1,500 per occurrence, subject to all exclusions below; and
- Apply only to Equipment specifically listed and approved by Lessor.

Exclusions:

The Damage Waiver does not cover, and Lessee remains fully responsible for:

- Theft, burglary, vandalism, conversion, fraud, or mysterious disappearance;
- Damage caused by misuse, abuse, overloading, negligence, improper operation, intentional acts, or operation contrary to manufacturer recommendations;
- Damage resulting from operation by unauthorized, unqualified, or impaired operators;
- Tire damage, track damage, glass damage, undercarriage damage, cutting edges, teeth, wear items, hydraulic hoses, fittings, electrical components, or consumable items unless directly caused by a verified accidental event;
- Damage caused during transport, loading, unloading, towing, hauling, or recovery operations;
- Damage resulting from operation under the influence of drugs, alcohol, fatigue, or impairment;
- Damage caused by failure to maintain proper fluid levels, lubrication, greasing, DEF maintenance, coolant levels, or routine inspections;
- Environmental contamination, fuel contamination, or improper fueling;
- Loss of use, downtime charges, towing, recovery, environmental cleanup, storage fees, administrative costs, diminished value, lost rental income, or consequential damages;
- Any violation of this Agreement;
- Any damage occurring outside approved rental locations;
- Any damage caused by continued operation after discovery of a mechanical issue;
- Flood, saltwater exposure, chemical exposure, fire, explosion, rollover, submersion, collapse, or acts of nature; and
- Trailers of any kind, which are expressly excluded from Damage Waiver eligibility.

Lessor shall make a commercially reasonable determination regarding applicability of the Damage Waiver and repair methodology. Covered repairs shall be completed only by repair facilities, vendors, mechanics, dealers, or contractors selected by Lessor.

If Lessee declines the optional Damage Waiver, Lessee assumes full responsibility for any and all loss of or damage to the Equipment during the Rental Period, regardless of fault, excluding only Ordinary Wear and Tear.

Lessee acknowledges that election or declination of the Damage Waiver shall be evidenced by Lessee's execution of the signature page, rental contract cover page, electronic acceptance, checkout authorization, payment authorization, rental invoice, or related rental documentation maintained by Lessor.

7. Indemnity and Hold Harmless

Lessee agrees to indemnify, defend, and hold harmless Lessor, its owners, employees, agents, affiliates, successors, assigns, insurers, and representatives from and against any and all claims, liabilities, damages, losses, expenses, penalties, fines, judgments, costs, and attorney's fees arising out of or related to:

- Use, possession, maintenance, transport, loading, unloading, or operation of the Equipment;
- Bodily injury;
- Death;
- Property damage;
- OSHA violations;
- Environmental claims;
- Utility strikes;
- Trench collapses;
- Improper rigging or lifting;
- Slope failures;
- Jobsite incidents;
- Transportation incidents;
- Violations of law; or
- Lessee's breach of this Agreement.

This indemnification obligation applies regardless of whether the claim is alleged to be caused in part by Lessor's negligence, except in cases of Lessor's gross negligence or willful misconduct.

8. Responsibility for Equipment Downtime, Theft, or Loss

Lessee is fully responsible for the Equipment during the Rental Period.

If the Equipment becomes unavailable due to damage, misuse, theft, seizure, vandalism, abandonment, loss, confiscation, or any other cause while under Lessee's possession, custody, or control, Lessee shall be responsible for:

- Full replacement value if deemed a total loss;
- All repair costs;
- Transportation costs;
- Recovery costs;
- Storage fees;
- Administrative costs;
- Diminished value;
- Loss-of-use/downtime charges at the standard rental rate;
- Collection costs; and
- Any other associated expenses.

If Equipment is deemed a total loss, replacement value shall be determined by Lessor using current market replacement cost, dealer pricing, transportation costs, setup costs, taxes, and associated replacement expenses.

Downtime shall continue until the Equipment is fully repaired and returned to rentable condition as reasonably determined by Lessor.

9. Rental Period, Return, and Extensions

The Rental Period continues until all Equipment is returned to Lessor, inspected, and accepted by Lessor.

Lessee shall not extend the Rental Period without Lessor's approval. Continued possession after the scheduled return date or time may result in additional rental charges, late fees, recovery costs, downtime charges, and other charges under this Agreement.

Return of Equipment does not waive Lessor's right to charge for damages, cleaning, fuel, repairs, downtime, missing items, or other amounts discovered during or after inspection.

10. Condition, Inspection, and Evidence of Condition

Lessee agrees to return the Equipment in the same or cleaner condition than when rented, with the same or greater fuel level.

Failure to return Equipment in acceptable condition shall result in:

- \$250 minimum cleaning fee per machine;
- Fuel charges at \$10 per gallon;
- Repair charges;
- Downtime charges; and
- Administrative fees.

Lessee acknowledges:

- The Equipment was inspected prior to acceptance;
- The Equipment is in good working condition unless defects are reported immediately;
- Lessee understands proper operation of the Equipment; and
- Lessee is responsible for documenting and reporting any visible damage or operational issues before use.

Photographs, videos, telematics data, inspection forms, GPS records, timestamps, electronic signatures, checkout logs, invoices, notes, and electronic documentation generated by Lessor before, during, or after the Rental Period shall constitute presumptive evidence of Equipment

condition, usage, location, damages, charges, and authorization unless disputed immediately in writing.

11. Use of Equipment

The Equipment shall not be used:

- For illegal purposes;
- In an overloaded, abusive, negligent, or reckless manner;
- By unauthorized operators;
- Outside approved locations;
- In violation of OSHA or manufacturer guidelines;
- While under the influence of drugs, alcohol, fatigue, or impairment;
- For towing unless specifically approved;
- Underwater or in hazardous environments unless approved;
- For demolition or lifting operations beyond rated capacity; or
- In any manner inconsistent with safe and ordinary operation.

Lessee is solely responsible for:

- Operator qualification;
- OSHA compliance;
- Utility locates;
- Trench safety;
- Load calculations;
- Ground conditions;
- Jobsite safety;
- Proper rigging;
- Proper transport;
- Safe operation; and
- Compliance with all laws and regulations.

Lessee shall not rely on any verbal statement, informal instruction, estimate, recommendation, or representation unless included in the written Rental Documentation approved by Lessor.

12. Late Fees and Overdue Accounts

Payment for all rental charges, fees, and related costs is due in full at the start of the Rental Period unless otherwise agreed to in writing by Lessor. Regardless of any payment arrangement, all balances shall be paid in full no later than the end of the Rental Period.

Any balance not paid within five (5) calendar days following the due date shall be considered delinquent. Lessee agrees that any delinquent balance shall incur:

- A one-time late fee equal to ten percent (10%) of the outstanding balance; and

- Interest at the rate of two percent (2.0%) per month, calculated as simple interest, equivalent to 24% annually, until paid in full.

In addition to any late fees and interest, Lessee agrees to pay all costs incurred by Lessor in recovering amounts owed or enforcing this Agreement, including but not limited to:

- Attorney's fees;
- Court costs;
- Collection agency fees;
- Administrative costs;
- Equipment recovery and repossession costs;
- Storage fees;
- Downtime and loss-of-use charges;
- Skip tracing or investigative costs; and
- Any other commercially reasonable expenses incurred by Lessor related to collection or enforcement.

Acceptance of partial payment shall not waive any rights or remedies available to Lessor.

13. Repair and Replacement

Lessee shall immediately discontinue use of unsafe, malfunctioning, or damaged Equipment and notify Lessor immediately.

Repairs due to damage, abuse, misuse, negligence, improper maintenance, transport damage, unauthorized repairs, improper fueling, contamination, or operator error shall be billed at:

- Dealer/OEM shop rates;
- Plus parts;
- Freight;
- Field service;
- Travel time;
- Diagnostic time;
- Administrative costs;
- Environmental cleanup costs;
- Disposal costs; and
- A 10% handling fee.

Lessor's repair estimates, dealer invoices, OEM invoices, internal maintenance records, and vendor invoices shall be presumed commercially reasonable and admissible as evidence of damages owed.

14. Payment Authorization

Lessee authorizes Lessor to charge any payment method provided by Lessee for:

- Rental charges;
- Extensions;
- Fuel;
- Cleaning;
- Repairs;
- Downtime;
- Damage;
- Recovery;
- Collection costs;
- Administrative fees;
- Late fees;
- Interest; and
- Any other amounts owed under this Agreement.

Lessee expressly waives the right to initiate chargebacks, payment reversals, ACH reversals, or disputes relating to any properly documented charges arising under this Agreement and agrees that signed agreements, telematics data, inspection records, photographs, invoices, repair documentation, and checkout records shall constitute sufficient evidence of authorization.

15. Termination and Default

Lessor may immediately terminate this Agreement and recover Equipment without notice if:

- Payment is delinquent;
- Equipment is abused;
- Lessee breaches this Agreement;
- Lessor reasonably believes the Equipment is unsafe or at risk;
- Insurance lapses;
- Bankruptcy or insolvency occurs;
- Equipment is abandoned;
- Equipment is concealed;
- Lessee provides false information; or
- Lessee fails to return Equipment as agreed.

Lessee authorizes Lessor to use commercially reasonable and lawful recovery efforts to locate, inspect, protect, disable, or recover Equipment where Equipment is reasonably believed to be located.

Lessee waives any claim for trespass, interference, or damages arising from commercially reasonable and lawful recovery efforts, except to the extent caused by Lessor's gross negligence, willful misconduct, or breach of the peace.

UCC and Security Interest:

To secure payment and performance of all obligations under this Agreement, Lessee grants

Lessor a continuing first-priority security interest in all proceeds, accounts, insurance claims, and rights arising from or relating to the Equipment during the Rental Period. Lessee authorizes Lessor to file any UCC financing statements reasonably necessary to protect Lessor's interests.

16. GPS Tracking and Telematics

Lessee acknowledges and consents that Equipment may contain GPS tracking devices, telematics systems, remote diagnostics, hour meters, engine monitoring systems, remote shutdown systems, and related technology.

Lessee consents to Lessor monitoring Equipment location, usage, performance, transport, operating hours, impacts, geofencing violations, and recovery information.

Lessor may disclose telematics, GPS, operational, or location data to law enforcement, insurers, recovery vendors, courts, arbitrators, collection agencies, or governmental authorities as reasonably necessary to protect Lessor's interests.

Lessee has no expectation of privacy regarding Equipment location or telematics data.

17. Loading, Unloading, Transport, and Risk of Loss

Lessee assumes all risk associated with loading, unloading, towing, hauling, securing, transporting, and storing the Equipment.

If Lessor assists in loading, unloading, or securing Equipment, Lessee nevertheless assumes all associated risks unless caused by Lessor's gross negligence or willful misconduct.

Lessee shall inspect:

- Hitch connections;
- Safety chains;
- Tie-downs;
- Brakes;
- Tires;
- Lights; and
- Load securement

before transport and periodically during transport.

18. Maintenance During Rental

Lessee shall:

- Check fluids daily;
- Grease Equipment as required;
- Monitor tire and track condition;
- Perform ordinary maintenance;
- Immediately notify Lessor of any issues; and
- Stop operating Equipment immediately if continued operation may cause damage or create unsafe conditions.

Unauthorized repairs, modifications, alterations, adjustments, or attachments are prohibited.

19. Assignments, Subleases, and Unauthorized Transfers

Lessee may not assign, loan, sublease, transfer, relocate, or permit use of the Equipment without written consent from Lessor.

Unauthorized transfers are void and constitute default.

20. Arbitration and Dispute Resolution

Any dispute arising under this Agreement shall first be submitted to mediation in Bonneville County, Idaho.

If unresolved, disputes shall be resolved through binding arbitration under American Arbitration Association rules.

Judgment upon the arbitration award may be entered in any court having jurisdiction.

Nothing in this section shall prevent Lessor from seeking immediate injunctive relief, repossession, collection, recovery of Equipment, or other emergency remedies where necessary to protect Lessor's property or interests.

21. Force Majeure

Lessor shall not be liable for delays or failure to perform caused by acts beyond reasonable control including:

- Natural disasters;
- Weather;
- Government action;
- Supply chain interruptions;

- Labor disputes;
 - Pandemics;
 - Transportation disruptions;
 - Acts of God;
 - Equipment unavailability;
 - Mechanical failure; or
 - Events outside Lessor's reasonable control.
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22. Substitution of Equipment

Lessor may substitute similar or upgraded Equipment at its discretion if the originally rented Equipment is unavailable, delayed, damaged, unsafe, or otherwise unsuitable for rental.

23. Waiver of Subrogation

Lessee waives all rights of subrogation against Lessor and agrees that any insurer of Lessee shall have no right of recovery against Lessor, its owners, employees, agents, affiliates, successors, assigns, insurers, or representatives.

24. Limitation of Liability and Disclaimer of Warranties

Under no circumstances shall Lessor be liable for:

- Consequential damages;
- Lost profits;
- Project delays;
- Business interruption;
- Loss of contracts;
- Emotional distress;
- Indirect damages;
- Special damages;
- Incidental damages; or
- Punitive damages.

Lessor's maximum liability under any circumstance shall not exceed the total rental charges paid by Lessee for the specific Equipment giving rise to the claim.

Lessee acknowledges that the Equipment is rented "AS IS" and "WITH ALL FAULTS," except as expressly stated herein, and Lessor disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, design, condition, capacity, durability, suitability, or workmanship.

25. Personal Guarantee

If Lessee is a corporation, limited liability company, partnership, trust, or other entity, the individual executing the signature page, rental contract cover page, electronic signature, checkout authorization, or related rental documentation represents that they have authority to bind the entity.

Unless Lessor expressly agrees otherwise in writing, the individual signing or electronically accepting this Agreement on behalf of an entity also signs in their individual capacity and personally guarantees the full and timely payment and performance of all obligations under this Agreement, including rental charges, damage, loss, repair costs, downtime, recovery costs, attorney's fees, collection costs, and all other amounts owed.

This personal guarantee is continuing, absolute, unconditional, and survives return of the Equipment, termination of this Agreement, and any extension, renewal, modification, or replacement rental.

26. Survival of Obligations

All obligations relating to payment, damage, loss, indemnity, defense, hold harmless obligations, insurance, collection costs, attorney's fees, personal guarantee, limitation of liability, dispute resolution, and enforcement shall survive return of the Equipment, expiration of the Rental Period, termination of this Agreement, and closure of the rental account.

27. No Waiver

No failure, delay, partial enforcement, acceptance of partial payment, or prior course of dealing by Lessor shall constitute a waiver of any right, remedy, claim, or provision under this Agreement.

Any waiver by Lessor must be in writing and signed by Lessor.

28. Severability

If any provision of this Agreement is held unenforceable, invalid, or unlawful, the remaining provisions shall remain fully enforceable to the maximum extent permitted by law.

29. Entire Agreement

This Agreement, together with the signature page, rental contract cover page, invoice, checkout portal, quote, order notes, and related rental documentation, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, negotiations, advertisements, or understandings.

No verbal statement, representation, or promise shall modify this Agreement.

Modifications must be in writing and approved by Lessor.

30. Counterparts and Electronic Records

This Agreement and related rental documentation may be executed, accepted, stored, transmitted, and enforced electronically.

Copies, scans, electronic records, digital records, and counterparts shall be treated as originals for all purposes.