

Force Vector Equipment Rental Master Contract

This Master Contract governs the rental of equipment and related services provided by Force Vector, Inc., an Illinois corporation, (“FVI”) to its customers, each of which is referred to herein as “Customer”.

- 1) **FVI’s Business.** FVI rents various types of industrial equipment (the “Equipment”). FVI also sometimes provides installation and training in connection with the Equipment rental (the “Services”).
- 2) **General Terms and Conditions and Equipment Rental Order Form.** Hereinafter, each Equipment rental and the accompanying Services, if any, are referred to as a “Transaction”. Whenever Customer rents Equipment from FVI, whether or not Customer also obtains Services from FVI as part of the Transaction, the provisions of this Master Contract shall be supplemented by an Equipment Rental Order Form, which shall contain the additional provisions for that particular Transaction. The Effective Date of a Transaction shall be the date specified by the applicable Equipment Rental Order Form. If there is any conflict between this Master Contract and an Equipment Rental Order Form, the provisions of this Master Contract shall govern, except as otherwise provided by a provision in the Equipment Rental Order Form which expressly states that such provision modifies this Master Contract. FVI may designate a Quote Number to each Equipment Rental Order Form, which the parties may use when referring to that Equipment Rental Order Form or to the Transaction pertaining to that Equipment Rental Order Form.
- 3) **Integration and Entire Agreement.** Each Transaction shall constitute a separate agreement governed by this Master Contract and the applicable Equipment Rental Order Form. For each Transaction, this Master Contract and the applicable Equipment Rental Order Form are together referred to herein as the “Contract”. For each Transaction: (a) the applicable Contract shall be deemed to contain and shall constitute the final, entire, and exclusive statement of the parties’ agreement, terms, provisions, understanding, and arrangement regarding that Transaction, (b) the applicable Contract shall supersede all prior and contemporaneous negotiations, representations, and agreements, if any, of any kind, whether electronic, written, or oral, between the parties regarding that Transaction, (c) FVI rejects and does not agree to terms submitted by Customer that differ from or are in addition to those contained within in the applicable Contract, and (d) no action or conduct of FVI, including FVI’s delivery of Equipment or provision of Services is intended by FVI or shall be interpreted to indicate FVI’s agreement or consent to any term or provision other than those set forth within the applicable Contract. **CUSTOMER’S ACCEPTANCE OF FVI’S OFFER REGARDING A TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS OF THE APPLICABLE CONTRACT.**
- 4) **Definitions.** “Rental Charge” means FVI’s rental charges for the Equipment. “Rental Term” means the time period during which Customer shall rent the Equipment from FVI, including extensions mutually agreed by Customer and FVI. “Services Charge” means FVI’s charges for Services.

- 5) **Acceptance.** Customer shall be deemed to have irrevocably acknowledged that the Equipment is in good and satisfactory operating condition absent Customer's notice to FVI within 48 hours after the Equipment is delivered to Customer, or within 48 hours after FVI informs Customer that the Services are completed, if applicable, absent FVI's actual knowledge or actual notice to the contrary. Customer acknowledges that if Customer does not purchase installation Services from FVI, Customer shall be solely responsible to properly assemble the Equipment before using it, following FVI's written instructions.
- 6) **Procedures to Return the Equipment.** Within 3 business days after the end or termination of the Rental Term, Customer shall place the Equipment with the carrier designated by FVI for return to FVI at the address specified by the Equipment Rental Order Form. Customer shall use the same custom shipping crate in which the Equipment was delivered to Customer. Customer shall be solely responsible to disassemble the Equipment, following FVI's written instructions, to the same extent in which the Equipment was delivered. Customer shall not receive a credit for returning the Equipment to FVI before the Rental Term expires, either as scheduled under the Equipment Rental Order Form or due to early termination by FVI for the reasons provided elsewhere within this Master Contract.
- 7) **Condition of the Equipment on Return.** At the end or termination of a Rental Term: (a) Customer shall tender possession of the Equipment to FVI. (b) The Equipment must be reasonably clean and in good operating condition, excluding reasonable wear and tear and breakage not caused by Customer (the "Required Condition"). (c) If the Equipment is not in the Required Condition, Customer shall pay FVI's cost to restore the Equipment to the Required Condition at the Hourly Repair Rate specified by the Equipment Rental Order Form. (d) Customer shall pay FVI the cost to replace the Equipment with new Equipment if the Equipment cannot reasonably be restored to the Required Condition.
- 8) **Post-Rental – Charge and Purchase.** If Customer does not timely place the Equipment for return to FVI at the end or termination of the Rental Term: (a) Customer shall thereafter pay FVI the Post-Rental Charge specified by the Equipment Rental Order Form, until Customer places the Equipment for return to FVI, and (b) at any time before Customer places the Equipment for return to FVI, on notice to Customer FVI may declare that Customer has purchased the Equipment, whereupon Customer shall pay FVI the cost to replace that Equipment with new Equipment, plus the accrued Post-Rental Charge.
- 9) **Shipping Charges.** Customer shall pay FVI the carrier's charges to deliver the Equipment to Customer and to return the Equipment to FVI.
- 10) **Payments.** For each Transaction, Customer shall pay FVI as and when specified by the Equipment Rental Order Form or within ten days after delivery of FVI's invoice absent any specification.
- 11) **FVI Warranty With No Services. IF CUSTOMER DOES NOT PURCHASE INSTALLATION AND TRAINING SERVICES: (A) FVI MAKES NO EXPRESS WARRANTY OF ANY TYPE WHATSOEVER REGARDING THE EQUIPMENT. (B) FVI MAKES NO IMPLIED WARRANTY THAT THE EQUIPMENT IS FIT FOR**

ANY PARTICULAR PURPOSE. (C) FVI MAKES NO WARRANTY OF MERCHANTABILITY OR NONINFRINGEMENT REGARDING THE EQUIPMENT.

- 12) FVI Warranty With Installation Services. IF CUSOMER PURCHASES INSTALLATION SERVICES: (A) FVI WARRANTS THAT FVI'S INSTALLATION OF THE EQUIPMENT SHALL BE REASONABLY WORKMANLIKE. FVI MAKES NO OTHER EXPRESS WARRANTY OF ANY TYPE WHATSOEVER REGARDING THE EQUIPMENT OR THE SERVICES. (B) FVI MAKES NO IMPLIED WARRANTY THAT THE EQUIPMENT IS FIT FOR ANY PARTICULAR PURPOSE. (C) FVI MAKES NO WARRANTY OF MERCHANTABILITY OR NONINFRINGEMENT REGARDING THE EQUIPMENT.**
- 13) FVI Warranty With Installation and Training Services. IF CUSOMER PURCHASES INSTALLATION AND TRAINING SERVICES: (A) FVI WARRANTS THAT FVI'S SERVICES SHALL BE REASONABLY WORKMANLIKE. FVI MAKES NO OTHER EXPRESS WARRANTY OF ANY TYPE WHATSOEVER REGARDING THE EQUIPMENT OR THE SERVICES. (B) FVI WARRANTS THAT THE EQUIPMENT WILL BE FIT FOR THE PURPOSE FOR WHICH IT WAS INTENDED BY THE MANUFACTURER. FVI MAKES NO IMPLIED WARRANTY THAT THE EQUIPMENT IS FIT FOR ANY OTHER PARTICULAR PURPOSE, AND FVI MAKES NO WARRANTY OF NONINFRINGEMENT REGARDING THE EQUIPMENT.**
- 14) Condition to FVI's Training Warranty.** FVI's warranty regarding its training Services is subject to and conditioned on Customer providing Qualified Personnel, namely, personnel who are capable of learning that training, during the Training Period specified by the Equipment Rental Order Form, by reason of their prior education, prior training, and prior experience. If Customer does not provide Qualified Personnel, FVI may at its sole election: (a) declare the Rental Term terminated, for which Customer shall pay FVI the Early Termination Charge specified by the Equipment Rental Order Form, or (b) cancel the Services, for which Customer shall pay FVI the Services Cancellation Fee specified by the Equipment Rental Order Form, with the Rental Term and the Rental Charge continuing as specified by the Equipment Rental Order Form.
- 15) Condition to FVI's Implied Warranties Regarding the Equipment.** FVI's warranty regarding the fitness of the Equipment and FVI's implied warranty that the Equipment is merchantable are subject to and conditioned on: (a) Customer providing personnel who are able to correctly operate the Equipment by reason of their education, training, and experience, and (b) Customer providing the additional items as and when specified by the Equipment Rental Order Form.
- 16) FVI's Marketing Materials.** The contents of FVI's brochures, website, other marketing materials, demonstrations, and samples (collectively "FVI's Marketing Materials") do not create any warranty by FVI concerning the Equipment or the Services, if applicable, notwithstanding anything to the contrary in or shown by FVI's Marketing Materials.

- 17) **Remedies.** Equipment or Services are “Nonconforming” if they do not conform with, or breach, one or more of FVI’s warranties. Customer’s exclusive remedies for Nonconforming Equipment or Nonconforming Services shall be as follows: (a) FVI shall replace the Nonconforming Equipment or the Nonconforming Services, as applicable, within a reasonable time and at FVI’s sole expense. (b) The Rental Charge for the Nonconforming Equipment shall be waived, and the Rental Term shall be extended, for the time until FVI replaces the Nonconforming Equipment or the Nonconforming Services, as applicable.
- 18) **Liability.** For each Contract, “FVI’s Liability Limit” means the greater of the amount Customer paid and still owes FVI for that Contract or the amount of FVI’s insurance coverage, if any. FVI’s liability to Customer shall not exceed FVI’s Liability Limit for any of the following: (a) FVI’s breach of the Contract, including FVI’s failure to replace Nonconforming Equipment or Nonconforming Services, (b) a sudden, dangerous, or calamitous event or occurrence involving or caused by the Equipment or the Services, whether or not Nonconforming, (c) FVI’s negligent or intentional acts or omissions with respect to the Contract, the Equipment, or the Services, whether or not Nonconforming, or (d) any damage to any property or any injury to any person, including death, involving or caused by the Equipment or the Services, whether or not Nonconforming.
- 19) **Waiver of Damages.** For any breach of a Contract by FVI, for FVI’s negligent or intentional acts or omissions, and for anything else that is the subject of FVI’s Liability Limit, Customer waives all claims against FVI for special, consequential, incidental, and punitive damages, and damages for lost profits and lost goodwill, whether direct or indirect, even if FVI was advised of or otherwise has knowledge, notice, or belief of the possibility of such damages. Customer also waives all claims against FVI of which Customer does not notify FVI within five days after Customer knows or should have known of the event, occurrence, act, or omission for or under which Customer’s claim first arose, whether or not in connection with a Contract.
- 20) **Customer Cancellation.** Customer shall pay FVI the Cancellation Fee specified by the Equipment Rental Order Form if FVI terminates the Rental Term as aforesaid or if Customer cancels the Rental Term before delivery of the Equipment or before FVI provides the Services, if applicable.
- 21) **Assignment.** FVI may assign to any third party FVI’s rights and obligations under any Contract. Customer may not assign its rights or its obligations under any Contract to any third party.
- 22) **Title, Use, Inspection, and FVI Termination.** (a) FVI alone has title to and ownership of the Equipment. (b) Customer shall not pledge the Equipment, or, due to any act or omission of Customer, allow the placement of a lien or a levy on the Equipment. (c) Customer shall use the Equipment only at the location specified by the applicable Equipment Rental Order Form and only for the purpose intended by the manufacturer. (d) Customer shall not allow any third party to use or have possession of the Equipment. (e) FVI may enter onto Customer’s facility during Customer’s normal business hours to visually inspect the

Equipment and to confirm that Customer is using the Equipment only as aforesaid. (f) If Customer uses or allows any other use of the Equipment, if Customer pledges the Equipment, if due to Customer a lien or levy is placed on the Equipment, if Customer assigns its rights or obligations under a Contract to any third party, or if any amount that Customer owes FVI is more than ten days past due: (i) FVI may terminate the Rental Term or the Extended Term, (ii) FVI may take possession of the Equipment, and (iii) Customer shall pay FVI the remaining unpaid balance of the Rental Charge and the Services Charge, if applicable, or the Extended Rental Charge if applicable, plus the costs incurred by FVI to take possession of the Equipment, including storage charges and shipping charges to return the Equipment to FVI. (g) Customer shall immediately notify FVI of any lien or levy on the Equipment, or any attempted lien or levy, of which Customer has actual knowledge or actual notice, or which Customer believes may have occurred.

- 23) **Notice.** Notices given under or concerning a Contract or a Transaction shall not cause any time period under a Contract to commence, shall not be binding on the recipient, and shall not require any action by or response from the recipient unless in writing and delivered by commercial courier; fax; or registered or certified mail, return receipt requested, to the parties as specified by the Equipment Rental Order Form or to such other street address or fax number as from time to time directed in a notice by a party to the other party. Delivery shall be deemed to have occurred at the date and time of actual receipt or at the date and time at which a party refuses to accept the delivery, whichever applies. If a party has moved without delivering notice of its new address or fax number to the other party, delivery shall be effective at the date and time of refusal or attempted delivery. The dates and times of delivery, attempted delivery, or refused delivery shall be as shown by the records of the courier, the sender's fax transmittal, or the United States Post Office, as applicable. Delivery shall not be deemed to have been made or refused if a recipient party's fax is inoperable
- 24) **No Third Party Beneficiaries.** Each Contract is solely for the benefit of the parties. There are no third party beneficiaries of any Contract.
- 25) **Force Majeure.** FVI's time to perform, if delayed due to circumstances not caused by FVI and beyond FVI control, shall be reasonably extended, but at least by a time period equal to duration of the circumstance causing the delay.
- 26) **Enforcement.** Each Contract and all disputes concerning each Contract shall be governed by the laws of the State of Illinois without utilizing conflict of law principles that would result in applying the law of any other state or nation. The parties, in all disputes between them, consent and submit to the exclusive jurisdiction and the exclusive venue of the state courts located in Will County or DuPage County, State of Illinois, and the exclusive jurisdiction and the exclusive venue of the federal courts located in Cook County, State of Illinois, and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret a Contract, the parties waive all rights to a jury trial, and if FVI is the prevailing party FVI shall recover from Customer FVI's costs and expenses, including the fees of FVI's attorneys, experts, and consultants. FVI shall be required to post a bond or other security to obtain an injunction or restraining order to enforce any provision of a Contract. All unpaid past due amounts that Customer owes FVI shall earn simple interest at

the rate of 10 percent per annum or the highest lawful rate, whichever is less.

Notwithstanding the foregoing jurisdiction and venue restrictions, the party in whose favor a judgment with respect to a Contract is entered may enforce that judgment in any jurisdiction and in any venue.

- 27) **Severability and Modification.** If a court, following the conclusion of all appeals, if any, determines that a provision of this Master Contract is void or unenforceable, the balance of this Master Contract shall nevertheless remain enforceable, such invalidity shall not affect any other provision of this Master Contract which can be given effect without the invalid provision, and to that end, the parties intend that the provisions of this Master Contract and the applicable Equipment Rental Order Form are and shall be severable. Following the conclusion of all appeals, if any, the parties shall, if and to the extent possible, modify the void or unenforceable provision, retroactive to the Effective Date and consistent with the final court order so that the provision becomes valid and enforceable while remaining as similar as possible to the original. Otherwise, a Contract shall not be modified except by a writing signed or acknowledged in writing by both parties. The conduct of a party or any third party acting for or on behalf of a party contrary to a Contract shall not thereby modify that Contract. A party's failure or forbearance to require the other party's compliance with a Contract, whether or not occurring on multiple occasions, shall not thereby modify a Contract, shall not excuse the other party's future compliance, and shall apply only to the specific instance of failure or forbearance.
- 28) **Interpretation.** The parties intend that the interpretation of each Contract shall be derived only from the provisions hereof, without resort to course of dealing, usage of trade, course of performance, or any other extrinsic evidence, and shall not be construed in favor of or against either party. Whenever appropriate under the circumstances, within a Contract, including the definition of any term in any Contract: (a) the plural of any word shall mean the singular; (b) the singular of any word shall mean the plural; (c) "and" shall mean "or"; (d) "or" shall mean "and"; (e) "any" or "each" shall mean one, more than one, or all; (f) "all" shall mean any, one, or more than one; (g) words referring to persons or entities shall include associations, cooperatives, corporations, firms, general and limited partnerships, limited liability companies, natural persons, public agencies, sole proprietors, trusts, and all other entities and enterprises; (h) the words "include," "including," and similar words shall be construed as if followed by the phrase "without limitation" or a similar phrase.
- 29) **Reliance.** In entering into a Contract: (a) neither party shall rely on any oral or written statement, representation, warranty, or promise that is not expressly set forth or referred to within that Contract or within any document that is not attached to or expressly referred to by that Contract, and (b) in particular, Customer shall not rely on the contents of FVI's Marketing Materials. The parties release and waive all claims, and shall not sue each other, for fraud-in-the-inducement or otherwise with respect to any statement, representation, warranty, promise, or document concerning a Contract on which the parties have hereby agreed to refrain from relying.
- 30) **No Additional Obligations.** Nothing within any Contract is or will be intended by the parties to impose or create, by implication or otherwise, any requirement, duty, or obligation

on any party, of any kind or nature whatsoever, that is not expressly set forth or referred to within that Contract.

- 31) **Waiver of Contrary Claims.** For each Transaction, the parties waive all claims contrary to any provision of the applicable Contract.
- 32) **Headings.** The section headings in each Contract are included solely for convenience and are not intended to affect the interpretation of that Contract or to have any substantive meaning.
- 33) **Counterparts.** The parties may sign multiple copies of an Equipment Rental Order Form, which they may deliver to each other by any method, including fax or email, and each shall constitute an original of that Equipment Rental Order Form if the pages containing the signatures of all the parties are attached thereto.
- 34) **Independent Advice, Opportunity to Read, No Duress.** The parties acknowledge that they had the opportunity to consult with their own attorneys, other advisors, and consultants, concerning this Master Contract, as fully as they desired and as fully as they deemed necessary before consenting to this Master Contract. The parties represent and warrant to each other as follows: (a) they had an opportunity to read this Master Contract as carefully as they desired before they consented to it, (b) they understood the contents of this Master Contract before they consent to it, and (c) they consented to this Master Contract and each Equipment Rental Order Form of their own free will and without duress.
- 35) **Authority; Binding Contract.** The individual consenting to this Master Contract and an Equipment Rental Order Form for a party: (a) represents and warrants to the other party that such individual is authorized to give that party's consent, (b) such party's consent does not breach any other agreement to which such party is bound, and (c) acknowledges that the other party, in performing a Transaction is doing so in reliance on the foregoing representations and warranties. The parties acknowledge that their consent to this Master Contract and to an Equipment Rental Order Form indicates their respective approval of the entire contents of this Master Contract and to the Equipment Rental Order Form and their respective consent and agreement to be bound by all the provisions of this Master Contract and the Equipment Rental Order Form. Each individual consenting to this Master Contract and an Equipment Rental Order Form is personally bound by the provisions of this Master Contract and the Equipment Rental Order Form to the extent that the party for whom such individual signed repudiates this Master Contract or the Equipment Rental Order Form.