

## **Crane Rental Terms and Conditions**

**REV DATE: April 1, 2025**

### **1. Term**

The Lease begins on the date the first piece of machinery, equipment and/or other property being leased as further described on the quote ("Equipment") is shipped to Lessee and ends on the date the last piece of Equipment is returned to Lessor.

### **2. Operation**

Lessee hereby agrees that the Equipment shall be operated, inspected, maintained and repaired only by experienced, competent persons under Lessee's supervision and control. The Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operators' manual, Occupational Safety and Health Administration ("OSHA") Regulation 29 CFR 1910.180 – Crawler locomotive and truck cranes as well as American National Standards Institute ("ANSI") ANSI: Standard ASME B30.5-2021: Mobile and Locomotive Cranes and any and all other applicable federal and state regulations or laws. Lessee's operation of the Equipment shall not exceed the manufacturer's safety requirements and rated load capacities as set forth in the manufacturer's load sheet provided at time of rental. Equipment shall not be used when overloaded, while the operator is under the influence of drugs or alcohol, in violation of state or federal law, or to carry persons. If the Equipment is a crane, it is to be used as a lift crane ONLY, solely for lifting, lowering, moving, and positioning unrestrained suspended loads, operating within the specified capacities and on solid level ground. All other uses are prohibited, including but not limited to use with shovels, grabs, magnets or similar equipment; vibrating equipment; or demolition equipment.

### **3. Compliance with Laws and Standards**

Lessee shall comply with and conform to all laws, regulations, ordinances, rules and orders of any governmental entity relating to the possession, transportation, use, maintenance and repair of the Equipment, including but not limited to, all OSHA laws and regulations. Lessee shall also comply with all applicable ANSI Standards. Lessee agrees to assume full responsibility for, and to the fullest extent allowed by applicable law, shall indemnify, defend and save Lessor harmless against actual or asserted violations thereof, including all losses, damages, expenses, fines, forfeitures, seizures, confiscations, and penalties arising out of any such laws and regulations.

### **4. Title**

All Equipment shall remain the property of Lessor at all times. Any attachments, accessions, replacement parts, repairs or additions to the Equipment shall automatically become Lessor's property. Lessee shall keep the Equipment free from any and all liens, encumbrances and claims whatsoever, and shall not do or permit any act which may encumber or impair Lessor's title or rights in the Equipment.

### **5. Acceptance**

Lessee shall inspect the equipment immediately upon delivery. The equipment is deemed accepted unless within 24 hours of delivery the Lessee notifies Lessor in writing that the equipment is not serviceable, specifying the reason(s) therefore. Acceptance of the Equipment constitutes Lessee's acknowledgement that it has inspected the Equipment and it is in good, safe, serviceable condition, and fit for the use intended. If the Equipment thereafter proves defective or unfit for use, Lessor's liabilities and responsibilities are defined in Paragraph 8 (warranties). Consistent with Paragraph 8, Lessor's sole responsibility is to repair or replace the Equipment. At Lessee's option, Lessee's sole remedy is to return the Equipment and terminate the Lease. If Lessee elects to terminate the Lease, Lessee shall pay all rental and other amounts due prior to termination, which shall never be less than rent due for the minimum rental period, transportation charges, and any outstanding costs of repairs.

## **6. Insurance**

Lessee, at its expense, shall take out, carry and maintain the insurance specified herein and in the insurance addendum attached hereto, in full force during the term of this Lease, and prior to taking delivery of the Equipment:

1. Comprehensive General Liability Insurance, including contractual liability, protecting against liability for property damage and personal injury or death arising out of the possession, use, operation, maintenance and repair of the Equipment, with limits of liability not less than \$2,000,000 each occurrence; and a \$2,000,000 general aggregate;
2. Automobile liability, protecting against liability for property damage and personal injury or death arising out of the possession, use, operation and transportation of the Equipment, with limits of liability not less than \$ 1,000,000 each occurrence;
3. Inland Marine all risk insurance (physical damage insurance) covering loss or damage to the Equipment, accidental or otherwise, including but not limited to fire, flood, theft, comprehensive losses, collision, rollover, and Acts of God, with any boom and jib exclusion and overload restriction deleted for the full replacement value of the Equipment in the amount indicated on the face hereof;
4. Rigger's Liability insurance with limits of liability of not less than \$1,000,000;
5. Workers' Compensation and Employer's Liability insurance, in accordance with all applicable state and federal laws, with Worker' Compensation limits of at least the statutory minimum and Employer's Liability limits of not less than \$1,000,000.00, for each accident for bodily injury and \$1,000,000 policy limit by disease; and
6. Umbrella Liability with limits of liability of not less than \$5,000,000. Such Umbrella Liability insurance shall apply to all of the above required coverages, with the exception of Inland Marine and Workers' Compensation.

All insurance required hereunder shall be deemed primary, non-contributory insurance of Lessor without regard to any "Other Insurance" clause; shall name Lessor as an additional insured party (using ISO Form GC 20 10 or equivalent) and loss payee; shall be maintained with insurance companies with an A.M. Best rating of A- or higher and licensed and/or authorized to do business in

the jurisdiction of the jobsite location; shall provide a waiver of subrogation with respect to the general liability, umbrella, inland marine all risk and automobile liability coverage; and shall provide that the coverage thereunder may be altered or canceled only after not less than 30 days prior written notice to Lessor.

Lessee is solely responsible for any insurance premiums and deductibles, and loss of usage of the Equipment. No "Other Insurance" provisions shall be applicable to Lessor or their underwriters by virtue of being named as an additional insured party and/or loss payee under the policy. Lessee shall furnish Lessor with certificate(s) of insurance evidencing such coverage prior to taking delivery of the Equipment. Lessor's policies shall be considered excess over all Lessee's policies.

Indemnification obligations by Lessee under this Agreement are in addition to, and an alternative, to the insurance coverage required herein; and Lessee's maintenance of any such insurance coverage shall not operate to waive any such indemnification obligations. If Lessee fails to procure and maintain the required physical damage insurance coverage in accordance with this Section 6, Lessor shall have the right (but not the obligation), without notice and at Lessee's expense, to place such insurance coverage and/or enroll Lessee in any force-placed or waiver program maintained by Lessor from time to time, and Lessee shall pay the cost thereof upon the terms set forth in Lessor's invoice made in accordance with the provisions of Section 11 hereof. To the extent Lessee may perform under this Agreement without obtaining the required insurance coverage, such an occurrence shall not operate in any manner as a waiver of Lessor's right to maintain any breach of contract action against Lessee.

## **7. INDEMNIFICATION**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LESSEE SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES ("LESSOR INDEMNITEES") FROM:

a. ALL LIABILITY FOR WAGES, TAXES, INSURANCE CONTRIBUTIONS, OTHER SUCH PAYMENTS, BENEFITS UNDER ANY WORKMEN'S COMPENSATION LAWS (UNDER WHICH ANY EMPLOYER IMMUNITY HEREUNDER SHALL BE WAIVED BY LESSEE) OR SIMILAR LAW AND EMPLOYER'S LIABILITY CHARGES OR OTHER SIMILAR EXPENSES REFLECTING LESSEE'S EMPLOYMENT OF PERSONNEL, INCLUDING WITHOUT LIMITATION, PERSONNEL WHO ERECT, OPERATE, MAINTAIN, REPAIR OR DISMANTLE THE EQUIPMENT;

**b. ALL CLAIMS DEMANDS, LIABILITIES, SUITS, JUDGMENTS, LOSSES OR AWARDS OF ANY KIND OR NATURE WHATSOEVER, WHETHER ALLEGED OR ACTUAL, WHENEVER AND WHEREVER ARISING, ARISING FROM THE MANUFACTURE, ERECTION, OPERATION, ASSEMBLY, DISASSEMBLY, POSSESSION, USE OR CONDITION OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DAMAGE TO OR LOSS OF PROPERTY, AND/OR INJURY TO (INCLUDING THE DEATH OF) ANY EMPLOYEE, CONTRACTOR, OR SUBCONTRACTOR OF LESSEE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, LESSEE SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR INDEMNITEES FOR LESSOR INDEMNITEES' OWN NEGLIGENCE OR FAULT, WHETHER THE NEGLIGENCE OR FAULT OF LESSOR INDEMNITEES BE DIRECT, INDIRECT OR DERIVATIVE IN NATURE AND WHETHER THE DAMAGES CLAIMED ARE CAUSED IN WHOLE OR IN PART BY THE ACTS, ERRORS OR OMISSIONS OF LESSOR INDEMNITEES OR THEIR**

**EMPLOYEES TOGETHER WITH ANY CLAIMS FOR BREACH OF EXPRESS OR IMPLIED WARRANTY AND/OR PRODUCT DEFECT; AND**

c. ALL CLAIMS DEMANDS, LIABILITIES, SUITS, JUDGMENTS, LOSSES OR AWARDS OF ANY KIND OR NATURE WHATSOEVER, WHETHER ALLEGED OR ACTUAL, WHENEVER AND WHEREVER ARISING, ARISING FROM THE MANUFACTURE, ERECTION, OPERATION, ASSEMBLY, DISASSEMBLY, POSSESSION, USE OR CONDITION OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DAMAGE TO OR LOSS OF PROPERTY AND/OR INJURY TO (INCLUDING THE DEATH OF) ANY PARTY NOT INCLUDED IN SECTION 7.b. ABOVE, TO THE EXTENT OF LESSEE'S ACTS, OMISSIONS, NEGLIGENCE OR FAULT.

Lessee's obligation to defend, hold harmless and indemnify Lessor Indemnitees as provided herein shall survive the termination of this Agreement. In the event that the foregoing indemnity provisions are contrary to applicable law, then the indemnity obligations applicable hereunder shall be construed to the fullest extent allowed by applicable law. To the extent required by applicable law, Lessee agrees that the foregoing indemnity provisions shall be supported by the contractual liability insurance required in Section 6. Lessee shall be responsible for all fees, costs, and expenses arising out of or relating to Sections 7.a, b., and c. above, including but not limited to reasonable attorneys' fees.

**8. LIMITED WARRANTIES/AS-IS CONDITION/LIMITATION OF LIABILITY**

LESSOR WARRANTS THAT THE EQUIPMENT WILL BE DELIVERED IN GOOD OPERATING CONDITION. LESSOR'S SOLE RESPONSIBILITY UNDER THE ABOVE WARRANTY SHALL BE, AT ITS OPTION, TO EITHER REPAIR OR SUITABLY REPLACE THE EQUIPMENT WITHIN A COMMERCIALY REASONABLE TIME. THE ABOVE WARRANTY IS CONTINGENT UPON PROPER USE OF THE EQUIPMENT BY LESSEE AND SHALL NOT APPLY IF ADJUSTMENT, REPAIR OR REPLACEMENT IS REQUIRED BECAUSE OF ACCIDENT, MISUSE, IMPROPER HANDLING, OPERATION, MAINTENANCE, UNUSUAL PHYSICAL STRESS OR WEATHER CONDITIONS. THE FOREGOING IS THE EXCLUSIVE AND ENTIRE WARRANTY GIVEN IN CONNECTION WITH THE EQUIPMENT WHICH EQUIPMENT IS OTHERWISE BEING LEASED IN "AS IS" CONDITION. LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT. **LESSOR MAKES NO OTHER WARRANTY AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE FOR ANY DELAYS, WORK STOPPAGES, LOSS OF USE OF EQUIPMENT, LOST TIME, INCONVENIENCE, LOST PROFITS OR ANY OTHER DIRECT OR INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, TRANSPORT, USE, OPERATION, CONTROL, MAINTENANCE AND/OR REPAIR OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM. Lessor's maximum liability for any breach of this Lease, or any other claim related to the Equipment, shall be limited to the total amounts due under the Lease to which such breach or claim pertains.**

**9. Rent Adjustments**

All Rental Rates are based on an 8-hour day (daily rentals), 40 hour week (weekly rentals), or 160 hour month (monthly rentals), on a single day-shift operation. Lessee shall pay a proportionate hourly charge for all excess hours of usage. Lessee shall not be entitled to any abatement,

deduction, reduction, set-off, counterclaim, recoupment or defense against rent for any reason, including any non-working time of the Equipment (except as provided otherwise herein or as the parties hereto may agree in writing).

## **10. Transportation**

Lessee shall pay all loading and unloading costs and all transportation costs. Lessee shall furnish timely instructions for shipment, and, absent such instructions, Lessor may ship to railhead or shipping point which Lessor in good faith believes to be closest to the 'location of use'. Lessor shall furnish shipping instructions for the return. Lessee assumes all expense and risk of loss during transportation of Equipment, same being loaded and shipped EXW Lessor's location or other shipping point designated by Lessor.

## **11. Payment**

In addition to the payment of the Rental Rate specified on the front of this Lease, Lessee shall pay Lessor upon demand:

1. all taxes, levies, assessments, fees and other public charges against or upon any of the Equipment.
2. all fines, penalties, forfeitures, court costs, expenses and attorneys' fees arising with respect to Lessee's possession, transportation, use, maintenance or repair of the Equipment, including but not limited to any parking, traffic or other violations assessed against the Equipment, Lessor or Lessee.
3. Lessor's costs and expenses, including reasonable attorney's fees (unless prohibited by law), incurred in enforcing this Lease, collecting any amounts due hereunder, or in repossessing the Equipment.
4. All cost of repairs and any related expenses.

Any payments more than 30 days past due hereunder shall bear interest at 1.5% per month (or the maximum rate allowed by law, whichever is higher). Any and all personal property, sales (unless collected by Lessor), use or other taxes which may be applicable to the Equipment by reason of this Agreement or to the rental payments payable hereunder shall be paid and reported by Lessee directly to the appropriate governmental agency charged with the assessment and collection of such taxes, and evidence of such payments shall be provided to Lessor upon its request.

## **12. Inspection, Maintenance, Repairs and Record Keeping Requirements**

Lessee shall effect and bear the expense of all necessary inspections, maintenance, adjustments and repairs required by the Equipment operators manual and by law, and shall maintain the Equipment at Lessee's expense in good working condition (including making all repairs occasioned by any accident). Lessee shall be responsible for performing all normal basic service, including filters, lubricants, lubrications, protection against freezing and restoration of parts affected by abnormal exposure. While Lessor shall have the right to inspect the Equipment at any time during normal business hours, Lessee agrees that Lessor has no control over the operation, use, maintenance or repair of the Equipment when it is in Lessee's possession, supervision or control.

Lessor shall have prompt access to the Equipment to properly maintain and repair same if Lessee fails to do so or upon Lessor's demand, all at Lessee's cost. Lessor retains the right to make or direct all repairs occasioned by any accident, all at Lessee's expense. All repairs must meet manufacturer specifications and equipment must be certified by the manufacturer. OSHA regulations pertaining to the equipment require daily, monthly (or other periodic) and annual inspections. Lessee is solely responsible for conducting these inspections and for otherwise ensuring that the Equipment meets, and is operated in accordance with, OSHA requirements and ANSI Standards. Lessor also furnishes the following items with each crane to assist Lessee with OSHA compliance: crane logbook; operator's manual; fire extinguisher; and, load chart. Lessee will be charged a replacement fee equal to the cost to replace each missing item not returned with the Equipment. Lessee shall keep a written record of all inspections and shall be responsible for maintaining the crane log book while the Equipment is in Lessee's possession. Lessee shall be solely responsible for any liability imposed by Lessee's failure to maintain inspection records and crane log books while the Equipment is in Lessee's possession.

### **13. Damage**

Lessee shall immediately notify Lessor of any damage to the Equipment. All repairs to the Equipment occasioned by damage during the term hereof shall be at the expense of Lessee. All repairs must be authorized by Lessor. All repairs must meet manufacturer specifications and the Equipment must be certified by the manufacturer. If Lessor determines that the returned Equipment has been subjected to damage, excess wear and tear or improper usage, Lessee shall pay Lessor upon demand all costs to restore or repair the Equipment, ordinary wear and tear excepted. Lessee exclusively bears risk of loss or damage to the Equipment, accidental or otherwise including but not limited to, fire, flood, theft, comprehensive losses, collision, rollover and Acts of God. Lessor and Lessee acknowledge and agree that the replacement value(s) stated on the face hereof shall be used to determine the value of the Equipment in order to establish the amount of the loss or damage thereto. Rental payments shall not be applied to loss or damage claims. The Lease term and rental period shall continue to run while the Equipment is being repaired and shall continue to run until all repairs are completed and paid.

### **14. Accidents**

Lessee shall immediately notify Lessor of any accident involving the Equipment, including but not limited to, personal injury and/or property damage arising from the transportation, possession, use, maintenance or repair of the Equipment so that Lessor's ability to investigate the accident is not prejudiced. Lessor shall have immediate access to, and right of retrieval and repair of, the Equipment. Lessee shall not remove equipment or components from site. Lessor shall make or have the right to direct all repairs occasioned by any accident at Lessee's expense. All repairs shall meet manufacturer specifications and approval.

Lessee shall immediately deliver any summons, pleading, notice or paper of any kind involving any claim, suit or proceeding relating to any accident or event involving the Equipment to Lessor. Lessee shall not aid or abet the assertion of any such claim, suit or proceeding and shall fully cooperate with Lessor in investigating and defending the same.

### **15. Default**

Time is of the essence with respect to Lessee's performance of its obligations under this Agreement. Lessor may declare this Lease in default if any one or more of the following occurs: (a) Lessee fails to make any payment required hereunder when due; (b) Lessee fails to maintain in force at all times the required insurance; (c) Lessee fails to properly operate, maintain or repair the Equipment; (d) Lessee fails to observe or perform any other covenant or requirement of this Lease, which failure is not cured to Lessor's satisfaction within five (5) days after Lessor's notice to Lessee thereof; (e) Lessee attempts to sell, transfer or encumber the Equipment; (f) a voluntary or involuntary proceeding is instituted in any court of competent jurisdiction, seeking a decree or order (i) for relief in respect of Lessee under any applicable bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or other similar law, or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of Lessee or its property, or (iii) for the winding up or liquidation of the Lessee's affairs; (g) Lessee shall generally fail to pay its debts as they come due; and/or (h) Lessee, in Lessor's opinion, shall become financially insecure. At any time after such declaration, Lessor may enter, with or without legal process, any premises where the Equipment is located and take possession thereof.

Lessee shall provide Lessor with unobstructed ingress and egress for such purpose. Furthermore, Lessee shall immediately pay to Lessor all amounts then due hereunder and all costs of removal and repossession of the Equipment. Lessor's remedies herein shall be cumulative and are in addition to all other remedies existing at law or in equity, including but not limited to, (a) terminate this Agreement and all rights of Lessee hereunder; (b) to declare the entire unpaid rent due (including any rent accruing during any minimum rental term) to be immediately due and payable; (c) to enter the premises where the Equipment is located, take possession of and remove the Equipment or render the Equipment inoperable, with or without legal process; (d) to demand that Lessee surrender and deliver up possession of the Equipment to Lessor; (e) with or without terminating this Agreement, to re-let the Equipment on such terms and conditions as are then available and otherwise acceptable to Lessor, and apply rent payments received, after deduction of all costs and expenses incurred by Lessor, to amounts due from Lessee under this Agreement; and (f) within Lessor's sole discretion, but without any obligation, to take such action or make any payment to remedy any default, including but not limited to, procuring any required insurance coverage, paying any fine, imposition, penalty, taxes or fees incurred to recover and/or release the Equipment from any forfeiture, seizure, confiscation or similar proceeding, or from any lien or other encumbrance imposed on the Equipment, all such payments of which shall be reimbursed by Lessee. In addition to the payment of any amounts due Lessor hereunder, Lessee shall be responsible for and shall reimburse Lessor for all costs and expenses incurred by Lessor in connection with the exercise of any rights and remedies hereunder, including all expenses incurred in the removal and transportation of the Equipment to Lessor's premises, any cleaning, service and/or repair of the Equipment, and in the enforcement of the terms and conditions of this Agreement or damages recoverable hereunder, including costs of collection and reasonable attorney's fees (including fees and expenses incurred in any bankruptcy proceeding or on appeal).

#### **16. No Assignment or Sub-Lease**

This Lease may not be assigned by Lessee and the Equipment may not be offered by Lessee for use or sublet to any other person or entity without Lessor's prior written consent (which consent may be

withheld for any reason). Any consent by Lessor to an assignment or sub-lease shall not release Lessee from any obligations under this Lease.

#### **17. Jury Waiver**

UNLESS PROHIBITED BY LAW, LESSEE AND LESSOR EACH KNOWINGLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, IN RESPECT OF, ARISING OUT OF, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM (OR AS TO ANY THIRD PARTIES) IN CONNECTION WITH THIS LEASE, ANY OTHER DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, THE CONDUCT OF THE PARTIES, OR THE TRANSACTIONS RELATED HERETO.

#### **18. Full Agreement; Governing Law; Waiver; Severability**

This Lease, together with any addenda attached, constitute the full agreement of Lessor and Lessee. Any changes to this Lease must be evidenced in writing signed by Lessor and Lessee. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. This Lease shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of law thereof. Lessor and Lessee consent to the jurisdiction of any state or federal court located in Houston, Harris County, Texas, and irrevocably agree that all proceedings arising out of or relating to this Lease must be litigated in such courts..

Headings are provided for convenience only, not for interpretation of this Lease. Lessor and Lessee are independent contractors, and neither Lessee nor any operator of the Equipment shall be deemed to be the agent, servant or employee of Lessor for any reason or purpose. No failure of Lessor to enforce performance of any terms or covenants, or to exercise or delay in exercising any right, under this Lease shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. If any provision of this Lease is held to be invalid or illegal by a Court of competent jurisdiction, the invalid or illegal term will be deemed excluded from this Lease and will not invalidate the remaining terms of this Lease.

#### **19. Lessor's Right To Effect Compliance**

If Lessee fails to comply with any provision of this Agreement including, but not limited to, the obligation to pay or satisfy any taxes, liens, insurance premiums or other charges, Lessor shall have the right, but shall not be obligated, to effect such compliance in whole or in part, and all costs and expenses shall be paid by Lessee immediately upon demand by Lessor. Lessor's effecting such compliance shall not constitute a waiver of any default by Lessee hereunder.

#### **20. Lifting Lugs, Rigging And Apparatus**

Lessee hereby assumes all responsibility and liability to ensure the adequacy of design and strength of any lifting lug or device embedded in or attached to any object, and any and all rigging or lifting apparatus (even if such rigging or lifting apparatus is supplied by Lessor to Lessee), and Lessee will **RELEASE, INDEMNIFY AND HOLD LESSOR HARMLESS** from any and all actions,



causes of action, claims, suits, demands, investigations, obligations, judgments, losses, costs, liabilities, damages, fines, penalties and expenses, including attorney's fees arising or resulting from any failures or defects therefrom.

## **21. Technical Information**

If Lessor furnishes technical or other information or advice to Lessee, whether or not at Lessee's request, such information is intended for general informational purposes only and does not constitute advice or necessarily reflect the range of services Lessor provides. For crane recommendations for your specific project, consider speaking with one of our sales professionals. Lessor shall not be liable for, and Lessee assumes all risks related to, such information or advice or the results thereof.

## **22. Notices**

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively delivered upon the earliest of actual receipt or: (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day, provided no notification of delivery failure is received by the sender; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the following:

Stewart & Stevenson Power Rentals Division  
1631 Chalk Hill Rd, Dallas, TX 75212  
Attention: Andy Hudson  
Email: [powerrentalemergencyteam@kirbycorp.com](mailto:powerrentalemergencyteam@kirbycorp.com)

## **23. Exclusive Agreement**

This Agreement, when duly executed by Lessor, is the only form of Agreement Lessor will recognize and constitutes the sole and entire Agreement between the parties hereto. No oral representations or other agreements have been made regarding the Equipment except as stated in this Agreement. No Equipment shall be shipped until this Agreement has been fully executed by both parties, but in any event shipment by Lessor and receipt by Lessee shall constitute acceptance by both parties of these terms and conditions as applicable to the rental of the Equipment. Paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement or affect its terms and provisions. All different or additional terms are hereby rejected and will not become part of any agreement formed by the parties. It is expressly agreed and understood that Lessor shall not be bound by any agreement, warranty or representation, express or implied, except as contained in the Agreement. No modification hereof shall be binding on Lessor unless in writing and signed by an authorized representative of Lessor.

## **24. Successors & Assigns**

This Agreement and the terms and conditions hereof shall bind the parties hereto, their heirs, successors, legal representatives and assigns.