



EQUIPMENT RENTAL AGREEMENT

Effective Date: 8/14/2026

Version: 1.4

Lessor

This Equipment Rental Agreement, together with any applicable quote, rental order, invoice, delivery ticket, schedule, credit application, purchase order accepted by RaDD Network Solutions, or other written rental document issued or accepted by RaDD Network Solutions, collectively referred to as this "Agreement," is entered into by and between **RaDD Network Solutions**, referred to in this Agreement as "**Lessor**," and the Lessee, renter, borrower, company, individual, or other person or entity identified in the applicable quote, rental order, invoice, delivery ticket, or related rental documentation, referred to in this Agreement as "**Lessee**."

By signing this Agreement, accepting a quote, issuing a purchase order, accepting delivery, taking possession of Rental Equipment, using Rental Equipment, paying any invoice, or otherwise proceeding with a rental transaction, Lessee agrees to be bound by this Agreement.

This Agreement governs the rental, loan, temporary transfer, delivery, use, possession, storage, transportation, and return of equipment, products, tools, materials, parts, accessories, components, and related items by Lessor to Lessee.

Definitions of Lessor and Lessee

For purposes of this Agreement, "**Lessor**" means **RaDD Network Solutions**, including its owners, officers, directors, members, managers, employees, agents, representatives, affiliates, successors, assigns, insurers, and any other person or entity acting on behalf of RaDD Network Solutions.

For purposes of this Agreement, "**Lessee**" means the Lessee, renter, borrower, company, individual, contractor, purchaser, account holder, or other person or entity identified in the applicable quote, rental order, invoice, delivery ticket, credit application, purchase order, or related rental documentation who rents, borrows, receives, possesses, controls, uses, transports, stores, installs, or returns the Rental Equipment.

The terms "**Lessor**" and "**Lessee**" shall apply regardless of whether the applicable transaction documents refer to the parties as lender, owner, company, seller, vendor, supplier, Lessee, renter, borrower, buyer, purchaser, account holder, or any similar designation. Any reference to RaDD Network Solutions shall mean Lessor, and any reference to Lessee, Renter, Borrower, Buyer, or Purchaser shall mean Lessee.

1. Rental Equipment

The term "Rental Equipment" means all equipment, products, tools, materials, parts, accessories, components, packaging, manuals, instructions, documentation, attachments, replacements, substitutions, and related items rented, loaned, supplied, delivered, shipped, picked up, or otherwise made available to Lessee by Lessor.

Rental Equipment may include, without limitation, telecommunications equipment, fiber optic products, tools, enclosures, pedestals, hardware, components, reels, testing items, installation-related materials, packaging, and any other items identified in a quote, order, invoice, delivery ticket, or rental schedule.

2. Ownership of Rental Equipment

All Rental Equipment remains the sole and exclusive property of Lessor at all times. Lessee receives only a temporary and limited right to possess and use the Rental Equipment during the rental period, subject to the terms of this Agreement.

Lessee shall not acquire any ownership interest, title, lien, security interest, equity interest, or other property right in the Rental Equipment. No payment of rent, deposit, repair charge, replacement charge, late fee, damage charge, or other amount shall transfer ownership of the Rental Equipment to Lessee unless Lessor expressly agrees in a separate written document signed by an authorized representative of Lessor.

Lessee shall not represent to any person or entity that Lessee owns the Rental Equipment.



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3. Rental Period

The rental period begins on the earliest of the following: the date the Rental Equipment is delivered to Lessee; the date Lessee picks up the Rental Equipment; the date the Rental Equipment is shipped to Lessee; the date the Rental Equipment is made available for pickup, shipment, delivery, or use; or the date the Rental Equipment otherwise comes into Lessee's possession, custody, control, or responsibility.

The rental period continues until all Rental Equipment is returned to Lessor at the location designated by Lessor and Lessor has inspected and accepted the returned Rental Equipment, as provided in Section 15 below.

Lessee's obligation to pay rental charges continues until the Rental Equipment is returned complete, clean, functional, undamaged, and in acceptable condition, as determined by Lessor. Return of damaged, incomplete, contaminated, altered, non-working, improperly packaged, or otherwise unacceptable Rental Equipment does not stop rental charges unless and until Lessor determines that the Rental Equipment has been returned in acceptable condition or Lessee has paid all amounts owed for repair, replacement, cleaning, inspection, or loss of use.

4. Acceptance of Rental Equipment

Lessee shall inspect all Rental Equipment immediately upon receipt, pickup, delivery, shipment, or availability. Unless Lessee provides written notice to Lessor identifying a specific defect, shortage, discrepancy, or nonconformity within three (3) business days after receipt, Lessee shall be deemed to have inspected, accepted, and acknowledged that the Rental Equipment was received in good, complete, working, clean, and satisfactory condition.

Lessee's possession or use of the Rental Equipment constitutes conclusive acceptance of the Rental Equipment and confirmation that Lessee has determined the Rental Equipment is suitable for Lessee's intended use.

5. Lessee's Responsibility for Care, Custody, and Control

Lessee assumes full and exclusive responsibility for the care, custody, control, possession, storage, handling, transportation, security, protection, installation, use, removal, packaging, and return of the Rental Equipment from the beginning of the rental period until the Rental Equipment is returned to and accepted by Lessor.

Lessee shall use reasonable care in protecting the Rental Equipment and shall ensure that the Rental Equipment is used, handled, stored, transported, maintained, and returned in accordance with all applicable instructions, specifications, manufacturer requirements, industry standards, safety rules, laws, regulations, and ordinary prudent business practices.

Lessee is responsible for all acts and omissions of Lessee's employees, officers, agents, contractors, subcontractors, Lessees, invitees, representatives, carriers, and any other person or entity who handles, uses, transports, stores, installs, moves, accesses, or comes into contact with the Rental Equipment while it is in Lessee's possession, custody, control, or responsibility.

6. Risk of Loss

Lessee bears the risk of loss, theft, disappearance, destruction, damage, misuse, abuse, contamination, vandalism, weather exposure, improper storage, improper handling, improper transportation, improper installation, unauthorized modification, and any other loss or damage to the Rental Equipment from the beginning of the rental period until the Rental Equipment is returned to and accepted by Lessor.

This risk of loss applies regardless of cause, including acts of God, weather, fire, flood, theft, vandalism, accident, transportation damage, jobsite conditions, third-party conduct, employee conduct, contractor conduct, misuse, negligence, or any other cause, except to the extent caused solely by the intentional misconduct of Lessor.

7. Proper Use of Rental Equipment

Lessee shall use the Rental Equipment only for its ordinary and intended purpose and only in a safe, lawful, careful, and proper manner. Lessee shall not misuse, overload, abuse, neglect, alter, modify, repair, disassemble, reverse engineer, tamper with, mark, re-label, remove identification from, damage, conceal, or use the Rental Equipment in any manner inconsistent with this Agreement, applicable instructions, manufacturer requirements, project specifications, laws, safety rules, or industry standards.



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Lessee shall ensure that only properly trained, qualified, competent, and authorized personnel handle, install, operate, transport, or use the Rental Equipment.

Lessee shall immediately stop using any Rental Equipment that appears damaged, defective, unsafe, malfunctioning, unsuitable, or otherwise impaired and shall notify Lessor in writing. Lessee shall not continue to use any such Rental Equipment unless Lessor provides written authorization.

8. Suitability, Compatibility, and Site Conditions

Lessee is solely responsible for determining whether the Rental Equipment is suitable, compatible, safe, legally compliant, technically appropriate, and sufficient for Lessee's intended use, site conditions, project requirements, specifications, drawings, engineering requirements, network design, installation environment, environmental conditions, Lessee requirements, utility requirements, and applicable laws.

Lessor is not responsible for Lessee's engineering, design, installation methods, application, project specifications, site conditions, utility conditions, permitting obligations, regulatory compliance, or suitability determinations.

Any guidance, recommendation, description, estimate, specification, or information provided by Lessor is for general informational purposes only and does not relieve Lessee of its independent responsibility to verify suitability, compliance, safety, and compatibility.

9. Compliance with Laws and Safety Requirements

Lessee shall comply with all applicable federal, state, local, municipal, utility, project-specific, workplace safety, environmental, transportation, telecommunications, construction, building, electrical, OSHA, DOT, and other laws, rules, regulations, codes, permits, approvals, standards, and requirements relating to the possession, use, storage, handling, transportation, installation, operation, removal, or return of the Rental Equipment.

Lessee is solely responsible for obtaining and maintaining all permits, licenses, approvals, clearances, inspections, permissions, jobsite authorizations, utility locates, safety approvals, and other requirements necessary for Lessee's use of the Rental Equipment.

10. No Unauthorized Repairs, Alterations, or Modifications

Lessee shall not repair, alter, modify, adjust, service, replace parts on, reconfigure, repaint, relabel, calibrate, or otherwise change the Rental Equipment without the prior written consent of Lessor.

Any unauthorized repair, alteration, modification, adjustment, or service constitutes a material breach of this Agreement. Lessee shall be responsible for all costs, damages, losses, inspection charges, testing charges, repair costs, replacement costs, loss-of-use charges, and related expenses arising from or related to any unauthorized repair, alteration, modification, or attempted repair.

11. Return of Rental Equipment

Lessee shall return all Rental Equipment on or before the agreed return date, at Lessee's sole cost, risk, and expense, to the location designated by Lessor.

Rental Equipment must be returned clean, complete, functional, undamaged, uncontaminated, properly packaged, protected from damage during transit, and in the same condition as received, ordinary wear and tear excepted.

Lessee shall return all accessories, components, attachments, parts, packaging, containers, manuals, documentation, and related items provided with the Rental Equipment. Missing accessories, components, parts, packaging, or documentation shall be charged to Lessee.

Lessor may refuse to accept return of Rental Equipment that is damaged, contaminated, unsafe, incomplete, improperly packaged, or otherwise unacceptable. Refusal to accept return does not release Lessee from payment or other obligations under this Agreement.

All returned Rental Equipment is subject to the post-return inspection and assessment period set forth in Section 15 (Damage, Cleaning, Inspection, and Repair Charges), during which Lessor may inspect the Rental Equipment and determine whether a claim should be asserted against Lessee for damage or misuse.

12. Ordinary Wear and Tear



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“Ordinary wear and tear” means only normal and reasonable deterioration resulting from proper use of the Rental Equipment for its intended purpose, in compliance with this Agreement, applicable instructions, manufacturer requirements, and reasonable industry practices.

Ordinary wear and tear does not include misuse, abuse, negligence, overloading, unauthorized modification, missing parts, missing accessories, broken components, cracked components, bent components, damaged connectors, cut cables, stripped threads, water damage, weather damage, corrosion, contamination, improper storage, improper transportation, improper packaging, excessive wear, vandalism, theft, loss, disappearance, improper installation, improper removal, or failure to follow instructions.

Lessor shall determine, in its reasonable business judgment, whether returned Rental Equipment reflects ordinary wear and tear or chargeable damage.

13. Lost, Stolen, Destroyed, Damaged, or Unreturned Equipment

If Rental Equipment is lost, stolen, destroyed, disappears, is damaged beyond economical repair, is not returned, or is returned in a condition unacceptable to Lessor, Lessee shall pay Lessor the full replacement value of the Rental Equipment, together with all related charges, including rental charges through the date payment is received, freight, taxes, expedited procurement costs, administrative fees, inspection fees, testing fees, collection costs, reasonable attorney fees, and any other related expenses.

Lessee's obligation to pay replacement value applies regardless of whether Lessee was at fault and regardless of whether the loss or damage was covered by insurance. The parties agree that actual damages would be difficult to ascertain and that this amount represents a reasonable estimate of Lessor's damages.

Payment of replacement value does not transfer ownership of the lost, stolen, destroyed, damaged, or unreturned Rental Equipment to Lessee unless Lessor expressly agrees in writing.

14. Replacement Value; No Depreciation

For purposes of this Agreement, replacement value means the cost to replace the Rental Equipment with new equipment of the same or comparable type, quality, capacity, function, and condition, without deduction for depreciation, age, prior use, market value, or salvage value. The parties agree that replacement is necessary to maintain Lessor's business operations.

Lessee shall also pay all related costs, including freight, expedited shipping, taxes, manufacturer charges, administrative charges, inspection costs, testing costs, procurement costs, and lost rental charges.

Lessor may determine replacement value based on manufacturer pricing, supplier pricing, current market pricing, internal replacement cost, or any other commercially reasonable basis.

15. Damage, Cleaning, Inspection, and Repair Charges

Upon return, Lessor may inspect, test, clean, repair, service, or evaluate the Rental Equipment. Lessee shall pay all costs incurred or charged by Lessor for cleaning, inspection, testing, diagnosis, repair, replacement, repackaging, missing parts, missing accessories, freight, labor, administrative processing, and loss of use relating to Rental Equipment returned damaged, dirty, incomplete, contaminated, altered, improperly packaged, or otherwise unacceptable.

Following the return of any Rental Equipment to the location designated by Lessor, Lessor shall have a period of three (3) business days, beginning on the first business day after the Rental Equipment is received by Lessor, within which to inspect, test, evaluate, and assess the Rental Equipment in order to determine whether it has sustained damage, misuse, abuse, neglect, contamination, alteration, missing parts, missing accessories, excessive wear, or any other condition beyond ordinary wear and tear, and to determine whether a claim should be asserted against Lessee. If, during or upon completion of this three (3) business day inspection period, Lessor determines in its reasonable business judgment that the Rental Equipment has sustained damage or been misused, Lessor may assert a claim against Lessee for the cleaning, inspection, testing, repair, replacement, loss-of-use, and related charges described in this Section and elsewhere in this Agreement. Completion of this inspection, or Lessor's failure to identify a condition within the three (3) business day period, does not waive, limit, or release Lessor's right to assert a claim for any damage, misuse, or other chargeable condition that is latent, concealed, internal, or otherwise not reasonably discoverable during the initial inspection period and that is identified upon later inspection, testing, cleaning, repair, or attempted re-rental of the Rental Equipment.

Lessor's invoice or written determination regarding cleaning, inspection, repair, replacement, missing parts, damage, or loss shall constitute prima facie evidence of the amount due unless Lessee provides competent evidence to the contrary.



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Cleaning and maintenance charges for Rental Equipment returned dirty, contaminated, greasy, or otherwise not ready for immediate re-rental shall be billed at Lessor's standard rate of \$125.00 per hour, with a minimum charge of one (1) hour, plus the cost of any parts, materials, supplies, or third-party services reasonably required to restore the Rental Equipment to clean, functional, and rentable condition. Lessor may revise this hourly rate from time to time upon written notice to Lessee.

16. Late Return and Continuing Rental Charges

If Lessee fails to return the Rental Equipment when due, Lessee shall continue to pay rental charges at Lessor's then-current rates until the Rental Equipment is returned and accepted by Lessor or until Lessee pays the full replacement value and all other amounts due.

Lessee shall also be responsible for late fees, administrative fees, lost rental opportunity, loss-of-use charges, expedited replacement costs, Lessee claim costs, and any other damages or expenses arising from Lessee's late return or failure to return the Rental Equipment.

Acceptance of late-returned Rental Equipment does not waive Lessor's right to recover late charges, damages, losses, or any other amounts owed.

17. Rental Charges and Payment Terms

Lessee shall pay all rental charges, deposits, delivery fees, pickup fees, freight charges, taxes, insurance-related charges, cleaning charges, inspection charges, testing charges, damage charges, repair charges, replacement charges, late charges, administrative fees, collection costs, reasonable attorney fees, and any other amounts owed under this Agreement or any applicable quote, order, invoice, delivery ticket, or schedule.

Unless Lessor expressly approves different payment terms in writing, payment is due before release of the Rental Equipment or immediately upon invoice, whichever Lessor requires.

Lessee is not entitled to Net 30, open account, credit, delayed payment, or other extended payment terms unless Lessor expressly approves such terms in writing after reviewing Lessee's credit application, credit history, payment history, references, financial condition, account status, and any other information requested by Lessor.

Lessee shall also pay Lessor a fee of Thirty-Five Dollars (\$35.00) for each check, ACH transaction, or other payment instrument issued by Lessee that is returned, rejected, dishonored, reversed, or otherwise not honored upon presentment.

Lessor may revoke, suspend, reduce, or modify credit terms at any time with written notice to Lessee if Lessor determines that Lessee's payment history, financial condition, creditworthiness, or risk profile is unsatisfactory.

Lessee shall not withhold, offset, recoup, deduct, delay, or condition payment based on any dispute, claim, back charge, project delay, third-party issue, alleged defect, warranty claim, insurance claim, or pending matter.

Past due balances shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by Wisconsin law, whichever is less, accruing automatically without notice to Lessee. Lessee shall reimburse Lessor for all collection costs incurred in connection with past due amounts or recovery of the Rental Equipment, including reasonable attorneys' fees, court costs, and collection agency fees.

Deposits and security held under Section 18 and payment authorizations granted under Section 19 are incorporated herein and may be applied or charged by Lessor toward any amount due under this Section.

18. Deposits and Security

Lessor may require Lessee to provide a deposit, credit card authorization, bank authorization, personal guarantee, corporate guarantee, certificate of insurance, purchase order, financial information, or other security before releasing Rental Equipment.

Lessor may apply any deposit or security to any unpaid rent, late charge, repair charge, replacement charge, cleaning charge, freight charge, tax, administrative fee, collection cost, attorney fee, or other amount owed by Lessee under this Agreement.

The existence or acceptance of any deposit or security does not limit, satisfy, or reduce Lessee's liability under this Agreement. Application of any deposit or security to amounts owed does not waive Lessor's right to pursue any remaining balance.



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Any deposit collected under this Section is refundable, subject to the terms of this Agreement. Following return and acceptance of the Rental Equipment, Lessor shall refund any unused portion of the deposit, less any amounts properly deducted or applied under this Agreement, including unpaid rent, late charges, cleaning charges, repair charges, replacement charges, freight charges, taxes, administrative fees, and any other amounts owed by Lessee. Any refund due shall be issued within thirty (30) days after Lessor's final inspection and determination of all amounts owed.

Any refund due shall be issued within a reasonable time after Lessor's final inspection and determination of all amounts owed, using the same payment method originally provided by Lessee where practicable. Lessor is not obligated to refund any deposit until Lessee has satisfied all obligations under this Agreement, and Lessor may withhold all or part of the deposit pending resolution of any disputed charge, damage assessment, or outstanding balance.

19. Credit Card and Payment Authorization

Lessee authorizes Lessor to charge any credit card, debit card, bank account, ACH account, deposit, or other payment method provided by Lessee for all amounts owed under this Agreement, including rental charges, deposits, late fees, replacement costs, repair costs, cleaning fees, inspection fees, testing fees, freight, taxes, administrative fees, collection costs, and any other charges due after the total amount of liability is determined and Lessor has provided written notice of the impending charges three (3) days before the charge is completed.

This authorization remains valid until all obligations under this Agreement are fully satisfied. Lessee agrees not to initiate any charge back or payment dispute except in good faith based upon a legitimate billing dispute.

Lessor's acceptance of any particular payment method, including credit cards, is at Lessor's sole discretion, and Lessor may decline a given payment method or require an alternate form of payment or security at any time.

Without limiting the foregoing, Lessee specifically authorizes Lessor to charge any credit card, debit card, or other payment method on file for the full replacement value of the Rental Equipment and all related charges described in Section 13 (Lost, Stolen, Destroyed, Damaged, or Unreturned Equipment) if the Rental Equipment is lost, stolen, destroyed, or damaged beyond economical repair while in Lessee's possession, custody, or control. This authorization applies regardless of whether Lessee has filed an insurance claim or reported the loss, theft, or destruction to Lessor at the time the charge is made. To the extent Lessor recovers any insurance proceeds for the loss, Lessor shall credit Lessee after deduction of deductibles, administrative costs, collection costs and other expenses incurred by Lessor.

20. Taxes and Government Charges

Lessee shall be responsible for all sales, use, rental, excise, personal property, transaction, environmental, transportation, regulatory, gross receipts, and other taxes, fees, assessments, duties, or governmental charges arising out of or related to the rental, possession, transportation, storage, use, or return of the Rental Equipment.

Lessee shall provide any claimed tax exemption certificate before the rental begins. Lessor may reject any exemption documentation that it determines is incomplete, invalid, expired, or insufficient.

21. Insurance

Lessee shall maintain, at Lessee's sole cost and expense, insurance coverage sufficient to protect Lessor and the Rental Equipment from all risks arising out of or relating to the rental, possession, transportation, storage, handling, installation, use, removal, or return of the Rental Equipment.

At a minimum, Lessee shall maintain commercial general liability insurance with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) per aggregate property or inland marine or equipment floater coverage covering the full replacement value of the Rental Equipment, automobile liability insurance where applicable, workers' compensation insurance where the Rental Equipment is transported by Lessee, employer's liability insurance where applicable, and any other insurance reasonably required by Lessor.

Upon request, Lessee shall provide certificates of insurance naming Lessor as an additional insured on liability policies and as a loss payee on property, inland marine, or equipment coverage, as applicable. Lessee's insurance shall be primary and non-contributory.

Failure to maintain insurance, failure to provide proof of insurance, or denial of coverage by Lessee's insurer does not limit or reduce Lessee's obligations or liability under this Agreement. Failure to maintain insurance or failure to provide proof of insurance constitutes a default under this Agreement.

22. No Warranties



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THE RENTAL EQUIPMENT IS PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS," EXCEPT TO THE EXTENT LESSOR EXPRESSLY STATES OTHERWISE IN A WRITTEN DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LESSOR.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCE, SUITABILITY, DURABILITY, COMPATIBILITY, COMPLIANCE, ACCURACY, CONDITION, QUALITY, OR UNINTERRUPTED OPERATION. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES BECAUSE OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE RENTAL EQUIPMENT, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR APPLICATION OF LAWS OF STRICT LIABILITY.

LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE RENTAL EQUIPMENT BASED ON LESSEE'S OWN JUDGMENT AND HAS NOT RELIED ON LESSOR TO DETERMINE WHETHER THE RENTAL EQUIPMENT IS APPROPRIATE FOR LESSEE'S INTENDED USE, PROJECT, APPLICATION, SITE, SPECIFICATIONS, OR LEGAL OBLIGATIONS.

23. Limitation of Liability

To the maximum extent permitted by law, Lessor shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, delay-related, loss-of-use, loss-of-profit, loss-of-revenue, loss-of-business, loss of goodwill, business interruption, project delay, liquidated damage, downtime, substitute equipment, third-party claim, or similar damages arising out of or relating to this Agreement, the Rental Equipment, the rental transaction, any delay, defect, shortage, malfunction, failure, loss, damage, unavailability, or Lessee's possession or use of the Rental Equipment. This limitation does not apply to damages arising from Lessor's gross negligence or willful misconduct.

To the maximum extent permitted by law, Lessor's total liability arising out of or relating to this Agreement or the Rental Equipment shall not exceed the rental charges actually paid by Lessee to Lessor for the specific Rental Equipment giving rise to the claim.

The limitations in this section apply regardless of legal theory, including contract, warranty, negligence, strict liability, tort, indemnity, statute, misrepresentation, or otherwise, and regardless of whether Lessor was advised of the possibility of such damages.

24. Indemnification

Lessee shall defend, indemnify, and hold harmless Lessor and its owners, officers, directors, members, managers, employees, agents, representatives, affiliates, insurers, successors, and assigns from and against any and all claims, demands, damages, losses, liabilities, injuries, deaths, fines, penalties, costs, expenses, liens, suits, actions, judgments, settlements, attorney fees, or expenses of any kind, arising out of or relating to the Rental Equipment or this Agreement, including claims arising out of or relating to Lessee's possession, custody, control, transportation, storage, handling, installation, use, misuse, maintenance, removal, return, failure to return, loss, theft, damage, destruction, alteration, contamination, or improper packaging of the Rental Equipment.

Lessee's indemnity obligations include claims involving personal injury, death, property damage, economic loss, project delay, regulatory violation, safety violation, environmental claim, employment claim, utility claim, Lessee claim, contractor claim, subcontractor claim, vendor claim, governmental claim, or third-party claim.

Lessee's indemnity obligations also include claims arising out of Lessee's breach of this Agreement, violation of law, failure to obtain permits or approvals, failure to follow instructions, failure to train or supervise personnel, failure to maintain insurance, or failure to properly protect the Rental Equipment.

This indemnity applies regardless of whether a claim is alleged to have been caused in part by the negligence of Lessor, except to the extent prohibited by applicable law or caused solely by the gross negligence or willful misconduct of Lessor.

25. Third-Party Claims and Project Claims

Lessee shall be solely responsible for all claims, damages, losses, costs, penalties, fines, rework, delays, shutdowns, liquidated damages, and expenses asserted by or owed to Lessee's customers, contractors, subcontractors, suppliers, vendors, property owners, utilities, governmental entities, employees, agents, or other third parties arising from or related to Lessee's project, site, operations, use of Rental Equipment, or failure to timely return Rental Equipment.

Lessor shall not be responsible for Lessee's project schedule, project performance, bid obligations, contract obligations, liquidated damages, Lessee commitments, or third-party requirements.

26. Liens, Encumbrances, and Prohibited Transfers



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Lessee shall not sell, assign, lend, loan, sublease, rent, transfer, pledge, mortgage, encumber, conceal, abandon, dispose of, or grant any lien, security interest, claim, or other right in or to the Rental Equipment.

Lessee shall keep the Rental Equipment free and clear of all liens, levies, seizures, claims, encumbrances, attachments, legal process, and security interests. Lessee shall immediately notify Lessor of any attempted lien, levy, seizure, attachment, encumbrance, or claim involving the Rental Equipment and shall remove such lien, claim, or encumbrance at Lessee's sole cost and expense.

27. Location and Inspection Rights

Lessee shall not remove the Rental Equipment from the location, project site, warehouse, vehicle, facility, geographic area, or other location disclosed to Lessor without Lessor's prior written consent.

Upon request, Lessee shall immediately identify the exact location of the Rental Equipment. Lessor may upon reasonable notice, inspect the Rental Equipment during normal business hours or at any time in the event of default, suspected misuse, suspected damage, suspected loss, nonpayment, late return, emergency, or risk to the Rental Equipment, in which case no advance notice is required.

Lessee shall fully cooperate with any inspection, inventory, audit, or recovery effort by Lessor. Lessee shall promptly provide all information reasonably required by Lessor concerning the location and condition of the Rental Equipment.

28. Default

Lessee shall be in default if Lessee fails to pay any amount when due and such failure continues for ten (10) days after written notice by Lessor, fails to return Rental Equipment when due, breaches any material term of this Agreement, provides false or misleading information, fails to maintain insurance as provided under Section 21, fails to provide proof of insurance upon request, misuses or damages Rental Equipment, allows Rental Equipment to be lost or stolen, removes Rental Equipment without authorization, becomes insolvent, files bankruptcy, makes an assignment for the benefit of creditors, has a receiver appointed, ceases business operations, or if Lessor believes in good faith that the Rental Equipment or Lessor's rights under this Agreement are at risk.

29. Remedies Upon Default

Upon default, Lessor may exercise any rights and remedies available at law, in equity, under this Agreement, or otherwise. These remedies include termination of the rental, acceleration of all amounts due, continuation of rental charges, recovery of possession of the Rental Equipment, charging replacement value as liquidated damages which the parties agree represents a reasonable estimate of Lessor's actual damages, charging damage or repair costs, charging late fees, applying deposits, suspending future rentals, revoking credit terms, pursuing collection, filing suit, and recovering reasonable attorney fees, court costs, repossession costs, collection costs, and other enforcement expenses actually incurred.

All remedies are cumulative and may be exercised separately, successively, or concurrently. Exercise of one remedy does not waive any other remedy.

30. Recovery and Repossession of Rental Equipment

Upon expiration, termination, default, late return, nonpayment, suspected misuse, suspected loss, suspected damage, or demand by Lessor, Lessee shall immediately return the Rental Equipment to Lessor.

To the extent Lessee possesses legal authority to grant access to the location of the Rental Equipment, and to the maximum extent permitted by law, Lessee shall authorize Lessor and its agents to lawfully enter any premises, job site, facility, vehicle, storage area, or other location where the Rental Equipment may be located for the purpose of inspecting, securing, or recovering the Rental Equipment.

Lessee shall not interfere with Lessor's recovery efforts. Lessee shall be responsible for all costs of inspection, recovery, repossession, storage, transportation, legal enforcement, and related expenses.

31. Collection Costs and Attorney Fees

Lessee shall pay all costs and expenses incurred by Lessor in enforcing this Agreement, collecting amounts owed, recovering Rental Equipment, protecting Lessor's ownership rights, or responding to Lessee's breach or default.



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Recoverable costs include reasonable attorney fees, court costs, collection agency fees, expert fees, investigation costs, skip-tracing costs, repossession costs, transportation costs, storage costs, administrative costs, and all other related expenses.

32. Force Majeure

Lessor shall not be liable for any delay, failure, loss, damage, unavailability, shortage, or inability to perform caused by events beyond its reasonable control, including acts of God, severe weather, fire, flood, accident, labor shortage, strike, supply chain disruption, manufacturer delay, transportation delay, equipment shortage, governmental action, utility failure, civil unrest, emergency, pandemic, war, terrorism, or other circumstances beyond Lessor's reasonable control.

Lessee's payment, care, custody, control, risk of loss, return, insurance, and indemnity obligations shall not be excused by a force majeure event affecting Lessee, Lessee's project, Lessee's site, or Lessee's use of the Rental Equipment.

33. Purchase Orders and Lessee Terms

Any purchase order, work order, project document, bid document, procurement document, acknowledgment, confirmation, or other Lessee-issued document is used for administrative convenience only.

Any terms contained in Lessee's documents that conflict with, add to, modify, limit, or replace this Agreement are expressly rejected and shall have no force or effect unless specifically accepted in a separate written document signed by an authorized representative of Lessor.

Lessor's delivery, shipment, rental, performance, or acceptance of payment shall not constitute acceptance of Lessee's terms and conditions.

34. No Waiver

No failure or delay by Lessor in enforcing any right, remedy, or provision of this Agreement shall constitute a waiver. No waiver shall be effective unless in writing and signed by an authorized representative of Lessor.

Acceptance of late payment, partial payment, late return, damaged return, continued rental charges, or other performance shall not waive any breach, default, right, remedy, or claim, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof of any right, remedy, power or privilege.

35. Assignment

Lessee shall not assign, transfer, delegate, or subcontract any rights or obligations under this Agreement without the prior written consent of Lessor.

Lessor may assign this Agreement or any right to payment, collection, enforcement, or recovery without Lessee's consent.

36. Relationship of the Parties

The parties are independent contracting parties. Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship, fiduciary relationship, or franchise relationship between Lessee and Lessor.

Lessee has no authority to bind Lessor or make representations on behalf of Lessor.

37. Notices

Any notice required or permitted under this Agreement shall be in writing and delivered personally, by recognized overnight courier, by certified mail, by email, or by any other commercially reasonable method to the address or email provided by the receiving party in the applicable quote, rental order, invoice, credit application, or other rental documentation. Notices shall be deemed effective upon: (a) personal delivery, (b) one (1) day after deposit by courier, (c) three (3) days after deposit in U.S. mail, postage prepaid, certified mail, or (d) upon confirmed receipt if delivered by email.

Notices to Lessee may be sent to the billing address, shipping address, project address, email address, or other contact information provided by Lessee.

38. Governing Law and Venue



(920) 328-1020



sales@raddnetwork.com



RaDDNetwork.com



1010 Centennial St., Green Bay WI 54304





This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Brown County, Wisconsin. Lessee irrevocably submits to the jurisdiction and venue of such courts and waives any objection based on inconvenient forum.

39. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

40. Entire Agreement

This Agreement, together with any applicable quote, rental order, invoice, delivery ticket, schedule, credit application, guarantee, insurance requirement, the Master Terms (as defined in Section 44), or written document issued or accepted in writing by Lessor, constitutes the entire agreement between the parties regarding the Rental Equipment.

No oral statement, prior discussion, course of dealing, usage of trade, email, estimate, proposal, or other communication shall modify this Agreement unless expressly agreed to in a written document signed by an authorized representative of Lessor.

41. Authority to Sign

The person signing, accepting, or approving this Agreement on behalf of Lessee represents and warrants that they have authority to bind Lessee to this Agreement.

Lessor reserves all rights and remedies arising from any unauthorized representation of authority.

42. Lessee Acknowledgment

Lessee acknowledges and agrees that Rental Equipment remains the property of Lessor at all times. Lessee further acknowledges that Lessee is responsible for the care, custody, control, possession, use, storage, transportation, protection, return, loss, theft, damage, and proper handling of the Rental Equipment from the moment the Rental Equipment is delivered, picked up, shipped, made available, or otherwise placed under Lessee's responsibility until the Rental Equipment is returned to and accepted by Lessor.

Lessee acknowledges that Lessee has read, understands, and agrees to this Agreement.

43. Training Acknowledgment

Lessee acknowledges that Lessee is solely responsible for ensuring that all personnel who handle, install, operate, transport, or otherwise use the Rental Equipment are properly trained, qualified, and competent to do so safely and correctly.

Any training, instructions, demonstrations, or operational guidance provided by Lessor, its employees, or its agents is provided solely as a courtesy and for general informational purposes only. Such training does not constitute a warranty or representation regarding the safety, suitability, or fitness of the Rental Equipment for Lessee's intended use, and does not relieve Lessee of its independent responsibility to properly train, instruct, and supervise its personnel.

By signing, accepting, or proceeding under this Agreement, Lessee acknowledges that Lessee has received any training Lessee deems necessary, or has knowingly declined such training, and assumes full responsibility for the proper training of all personnel who will use the Rental Equipment.

44. RELATIONSHIP TO SALES ORDER AGREEMENT & TERMS AND CONDITIONS; ORDER OF PRECEDENCE

This Agreement supplements, and is entered into under, Lessor's Sales Order Agreement & Terms and Conditions in effect on the date of the applicable rental (the "Master Terms"), which are incorporated herein by reference. In the event of a conflict between this Agreement and the Master Terms, this Agreement shall control as to the rental-specific subject matter it addresses, and the Master Terms shall control as to all other matters, including credit approval, payment framework, taxes, intellectual property, confidentiality, compliance with laws, governing law, and venue. Any sale of products or equipment by Lessor, including any sale of Rental Equipment to Lessee, is governed exclusively by the Master Terms. For purposes of the Master Terms, references to "Seller" include Lessor and references to "Buyer" include Lessee.



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