

STANDARD PAYMENT TERMS TO BE APPLICABLE FOR SALE, RENTAL, AND SERVICE WORK BY SELLER:

CUSTOMER AGREES TO PAY INTEREST ON PAST DUE BALANCES AT 1.5% PER MONTH, OR AT THE HIGHEST INTEREST RATE PERMITTED BY LAW. WHICHEVER IS LOWER, AS WELL AS ALL COSTS OF COLLECTION, INCLUDING ALL REASONABLE ATTORNEYS FEES.

SALES:

EXPRESS WARRANTY AND EXCLUSION OR DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. "Express Warranties; exclusion of implied warranties. Seller warrants that the supplied hereunder will conform to description herein stated; that it will convey good title thereto, free of all liens of any kind whatever unknown to the buyer; and that such goods will be of merchantable quality. This is seller's sole warranty with respect to the goods. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

RENTALS: EQUIPMENT LEASE TERMS:

This agreement is made on the date shown on the reverse side by PIONEER SERVICE LLC of Cedarburg, Wisconsin, a Wisconsin Limited Liability Company hereinafter called LESSOR and the LLC or individual named on the reverse side (LEASED TO) hereinafter called LESSEE. WITNESSETH: The LESSOR hereby releases to the LESSEE the equipment above for the term shown on the reverse side. The LESSEE shall pay the LESSOR rent also described on the reverse side. The leased equipment will be kept at "SHIP TO" address shown on the reverse side and will not be moved from there without prior written consent of LESSOR. LESSEE will use the equipment leased only for the purpose which the leased equipment was designed.

I hereby acknowledge conditions as stated on both the front and back of this rental agreement, Lessee, at his own expense, will maintain the leased equipment in first class condition and repair and will, at his own expense, supply and install all replacement parts and accessories necessary therefore. All such replacement parts will become the property of the lessor. Lessee will arrange and pay for all repairs required and will notify Lessor in writing when any repairs beyond regular maintenance and replacement have been required. At the expiration of this lease. Lessee will return the leased equipment to the Lessor in as good condition as at the commencement thereof, reasonable wear and tear expected. Lessor will be permitted access to the leased equipment to observe lessee's use, operation, and care of the equipment, and in the event Lessee fails to properly repair and maintain the leased equipment. Lessor may make such repairs and maintenance as may be necessary, and Lessee will immediately pay the cost thereof.

That commencing with the loading for shipment by Lessor until re-delivery, Lessee accepts full responsibility for and will bear the entire risk of loss, theft, damage, or destruction of the leased equipment. Lessee agrees to indemnify and save harmless the Lessor from claims, loss and damage; including costs of attorney's fees arising from occasioned by the operation, use, or presence of the leased equipment or any act of default of the Lessee, his agent, or servant. Lessee assumes all risks, liabilities, and cost for all injuries to or deaths of any person or persons and damage to the property of anyone arising or occasioned by the operation, use, or presence of the leased equipment.

Lessee will put a competent operator in charge of the leased equipment and will limit access for use or operation of the leased equipment to Lessee. Lessee's designated operators, or employees. Lessee will take necessary measures to protect leased equipment from vandalism, flooding, and freezing.

Lessee agrees that Lessor has not and does not make and representation, warranty, or covenant, expressed or implied with the respect to the condition, quality, design, durability, capabilities, suitability, or performance of leased equipment or material or workmanship thereof, it being agreed that the equipment is leased as is. Lessee agrees that Lessor shall not be held liable and loss, claim, damage or expense of any kind caused by the leased equipment, and the equipment will be deemed fully inspected and accepted by the lessee unless the Lessee gives notice by registered mail within three days of delivery, that the leased equipment is not as described and the leased equipment will not be used prior to such an inspection by the lessee.

Lessee will pay transportation charges to shipping destination and return charges for the leased equipment, together with all loading and unloading costs.

That upon any breach or default of any one or more of the conditions of this lease or if bankruptcy or insolvency proceedings are commenced by or against lessee or if lessee discontinues business, the lessor will have the right to terminate this lease forthwith, and lessee agrees to pay at once all amounts unpaid to the end of the lease without notice or demand by the lessor, and have and the lessor will have the right to take possession of the leased equipment without notice. NO term or obligation of this lease can be waived by lessor except by written consent of the lessor. This lease will bind their heirs, executors, administrators, and successors of the parties.

DAMAGE AND ALL RISK INSURANCE REQUIREMENT:

Before taking possession of equipment leased or rented from the Lessor, Lessee shall deliver a certificate of insurance to the Lessor as owner of the equipment and loss payee, all risk coverage for loss and damage to the extent of the full replacement value of the equipment for the full term of the rental agreement without the right of cancellation until the end of the term.

DAMAGE AND INSURANCE WAIVER OFFER:

In Consideration of payment of 15% of the total rental for the itemized rental equipment on the rental agreement, I _____ ACCEPT" the lessor hereby waives its right to recover loss or damage to its equipment for the lessee to the extent not excepted below.

LIABILITY REGARDLESS OF ELECTION:

Regardless of which of the above alternatives is selected, the lessee shall in all events report any loss or damage to the equipment caused by suspicion of a criminal act to the local law enforcement authorities and shall furnish a copy of the report to the lessor, and in either and all events shall be liable to the lessor for the following if not paid by lessee's insurance:

- 1: Damage to the tires
- 2: Cost of cleaning and reconditioning
- 3: Cost or repair or replacement from failure to properly lubricate the equipment or to check and replenish oil, lubricants, Fuel, Water, and Batteries on a daily basis.
- 4: Cost or repair from negligent use, from misuse or abuse of the equipment or unnecessary exposure to the elements or uses for the purposes for which the equipment was not designed, or for loading beyond capacity or from failure to comply with written safety procedures on or with the equipment or separately furnished to lessee.
- 5: Cost of repair or replacement or any loss or damage resulting from conversion or misappropriation of the equipment, or any part thereof, or permitting its use by others, or failure to return the equipment to the lessor's yard on or before the expiration of the lease.

Rental Rates on the reverse side shown are for single shift operations ie. 8 Hours per day/40 Hours per week or 160 Hours per month. Use of the equipment in excess of the above hours will result in additional rental charges.

I have read and understand the attached offer for damage waiver protection and my initials above indicate my choice to accept or decline the waiver offer and all cost incurred.

Customer Signature _____

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT SHALL NOT EXCEED ESTIMATE WITHOUT YOUR PERMISSION.

- 1: I request an estimate in writing before you begin repairs _____
- 2: Please proceed with the repairs, but call me before continuing if the price will exceed \$ _____
- 3: I do not want an estimate _____

This equipment received without face to face contact.

Shop Representative Signature

Additional work authorized by _____

Date _____ Time _____

"The company warrants service and repair work performed to be free from defects in material and workmanship for a period of 60 days. The company's obligation under this warranty shall be limited to the repair(s) or replacement at the company's premises of those new parts previously installed or labor previously performed demonstrated to be defective.

Such remedy shall constitute customer's sole and exclusive remedy and Customer hereby agrees that no other remedy (including, but not limited to claims for incidental, consequential or special damages, or any cause loss, action, claim or damage, including loss of time, whatsoever, or injury to person or property or any other consequential damage or incidental or economic loss) shall be available to customer. This warranty is expressly in lieu of all other warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose."

"Customer agrees to indemnify and hold harmless distributor from and against any and all liability, fines, suits, claims, demands and actions, and costs and expenses of any kind of nature which may arise, or be claimed against distributor, to agents, employees, or authorized representative for service, products or parts furnished hereunder except for the replacement costs of those parts or products supplied by distributor which distributor has expressly warranted in writing."

"There are no oral or written promises, terms, conditions, representations of quality or fitness for any purpose, or warranties, express or implied, concerning these goods, other than those contained herein in writing. If any."

"All returns subject to a 20% restock fee, no returns on electrical items, after 30 days, special orders or close out items."

"All credit card transactions subject to a 3.5% addition charge, fee."

"Equipment left, not picked up more than 10 days after final completion of service shall be subject to a \$5.00 a day storage fee. Equipment left or not picked up within 60 days of final service completion, shall be considered abandoned. The company warrants the right to dispose, sell, or make every effort to recover the costs incurred of such said equipment".

"By signing in, I accept to receive text messages from PIONEER SERVICE LLC.. The campaign will be used to contact you the customer regarding repairs of your equipment. SMS messages will provide status updates and appointment reminders related to the repair process, ensuring you the customer are informed about the progress and scheduling of your equipment repairs. Message frequency may vary, with an average of 1-2 messages per month. Message and data rates may apply. For assistance, you can text HELP or INFO for help, and to opt out of receiving messages from pioneer service llc, they can text STOP or UNSUBSCRIBE. For more information, please visit our Privacy Policy and Terms & Conditions at https://www.pioneerepair.com/_files/ugd/66fb01_ddf0dcfa78634b2b8478f64059e72a8.pdf"