

S&I Equipment Rentals, LLC Terms and Conditions

A) Terms Upon execution of this contract or taking possession of the equipment and or vehicles, the customer accepts the terms herein for all past and future contracts with S&I Equipment Rentals, LLC. The equipment/vehicles remains the personal property of S&I and shall not be affixed to any other property. The customer shall not pledge or encumber the equipment in any manner.

B) Prohibited Use The customer shall not:

1. Alter or cover any decals or insignia on the equipment and or vehicle.
2. Remove any operating safety equipment or instructions.
3. Assign rights under this contract.
4. Move the equipment from the site address without written consent.
5. Use the equipment/vehicle in a negligent, illegal, unauthorized, or abusive manner.
6. Publicize the use of the equipment/vehicle in any manner.
7. Allow the use of the equipment/vehicle by unauthorized individuals.

C) Permitted Use The customer agrees and warrants that:

1. S&I has no control over the manner in which the equipment and or vehicle is operated during the rental period.
2. The customer shall inspect the equipment/ vehicle prior to each use and upon return to ensure it is in good condition.
3. The customer has access to and reviews the operating and safety instructions.
4. Any apparent agent at the site address is authorized to accept delivery of the equipment.
5. The customer shall immediately stop use and notify S&I if the equipment is damaged or unsafe.
6. The customer has received all necessary information regarding the operation of the equipment.
7. S&I is not responsible for providing operator or other training unless specifically requested in writing.
8. Only authorized individuals shall use and operate the equipment/vehicle.
9. The equipment/ vehicles shall be used and maintained in compliance with all applicable laws and regulations.
10. The equipment/vehicles shall be kept in a secure location.
11. The customer shall provide accurate and complete information to S&I.

D) Maintenance The customer shall perform routine maintenance on the equipment/ vehicles, including inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks, cutting edges, and cleaning. All other maintenance or repairs may only be performed by S&I and its agents. The customer shall pay for repairs needed due to damage beyond ordinary wear and tear.

E) Customer Liability During the rental period, the customer assumes all risks associated with the possession, control, or use of the equipment and or vehicle. The customer shall immediately notify S&I, the police, and the customer's insurance carriers in the event of an incident. The customer shall secure and maintain the equipment/ vehicles and surrounding premises until S&I investigates.

F) Fuel All equipment and or vehicle will come with a full tank of fuel. If the equipment/vehicle is returned with less than a full tank, the customer will be charged for refueling.

G) Release and Indemnification To the fullest extent permitted by law, the customer indemnifies and holds S&I harmless from all liabilities, claims, losses, damages, and expenses arising from the use of the equipment/ vehicles.

H) Rental Rates The total charges are estimated based on the customer's representation of the rental period and other information. The customer is responsible for all consumables, fees, licenses, taxes, delivery and pickup charges, maintenance, repairs, replacements, cleaning fees, and fuel used during the rental period.

I) Return of Equipment and Vehicles S&I may terminate this contract at any time. The equipment/vehicles shall be returned in the same condition it was received, less ordinary wear and tear. The customer remains liable for any loss, theft, damage, or destruction of the equipment/vehicles until S&I confirms its return.

J) Payment The customer shall pay for the rental of equipment/vehicles and all other amounts due in full, in advance, unless S&I approves the customer's executed credit application. Late charges and fees for returned checks will apply.

K) Insurance During the rental period, the customer shall maintain insurance coverage, including general liability, property insurance, worker's compensation, and automobile liability insurance. The customer shall provide S&I with Certificates of Insurance evidencing the required coverages.

L) Purchases If the contract identifies any items to be purchased by the customer, S&I sells and delivers such items on an "AS IS WHERE IS" basis, with all faults and without any warranties.

M) Default The customer shall be in default if they fail to pay sums when due, breach any section of this contract, or fail to return the equipment/ vehicle immediately upon S&I's demand. S&I has the right to repossess the equipment/vehicle without judicial process or prior notice.

N) Criminal Warning The use of false identification to obtain equipment/vehicles or the failure to return equipment/ vehicles by the end of the rental period may be considered theft, subject to criminal prosecution and civil liability.

O) Environmental Services Charge S&I takes measures to comply with environmental regulations, including the proper disposal of fluids, oils, and fuel.

P) No Warranties S&I disclaims all representations and warranties with respect to the equipment/vehicles. The customer assumes all risks associated with the equipment/ vehicles and releases S&I from all liabilities and damages.

Q) Limitation of S&I's Liability S&I's liability under this contract shall not exceed the total rental charges paid by the customer.

R) Jury Trial Waiver The customer and S&I waive any right to a trial by jury in any dispute arising out of this contract.

S) Arbitration Agreement & Class Action Waiver Any dispute arising out of this contract shall be settled by arbitration, brought in the party's individual capacity and not as a plaintiff in a class action.

T) Compliance with Export and Import Laws Removal of the equipment/vehicle from the State of Hawaii is prohibited without S&I's consent. The customer is responsible for complying with all applicable export laws.

U) Collection of Data The customer consents to the collection, use, and disclosure of data and information provided to S&I, including personal identifiable information and financial information.

V) Governing Law This contract shall be governed by the laws of Hawaii. If any section is prohibited by law, it shall be ineffective to the extent of such prohibition without invalidating the remaining sections.

W) Fortuitous Event S&I shall not be liable for any failure or delay in fulfilling this contract due to acts beyond its control, including acts of God, war, government actions, and other events.

X) Miscellaneous This contract constitutes the entire agreement of the parties and may not be modified except by written amendment. The customer's obligations shall survive the termination of this contract.

Y) Definitions Authorized Individuals: Individuals allowed to use the equipment/vehicles, properly trained, at least 23 years old, and not under the influence of drugs or alcohol. Customer: Includes any representatives, agents, officers, employees, or anyone signing this contract on behalf of the customer. Environmental Service Charge: A fee for the disposal of fluids, oils, and fuel. Equipment/vehicles: The equipment/vehicles and/or services identified in this contract. Incident: Any fine, citation, theft, accident, casualty, loss, vandalism, injury, death, or damage to person or property. Lost: The equipment/vehicles is stolen, its location is unknown, or the customer is unable to recover it for 30 days. FMV: The equipment's or vehicles fair market value. One Shift: Not more than 8 hours per day, 40 hours per week, and 160 hours every 4-week period. Ordinary Wear and Tear: Normal deterioration considered reasonable in the equipment/ vehicle rental industry. Party: S&I Equipment Rentals or the customer. Rental Period: Commences when the equipment or vehicle is delivered and continues until it is returned. Site Address: The location where the equipment will be located during the rental period. Store: The S&I Equipment Rentals locations at 390 Papa Place, Kahului, HI 96732 , 91-181 Hanua Street Kapolei, HI 96707 S&I Equipment Rentals: S&I and its affiliated companies, officers, directors, employees, and agents.

Terms and Conditions–

Trucks and Heavy use vehicles

Prohibited Uses of Vehicle

The vehicle shall NOT, under any circumstances, be used for any of the following purposes or under any of the following conditions, and any such use is WITHOUT rental company's PERMISSION:

- By anyone without first obtaining rental company's written consent;
- By anyone under age ____ (example, age 23);
- By anyone who is not a qualified and licensed driver;
- By anyone whose driver's license in any state has been revoked or suspended within the previous 3 years, even if they now possess a valid driver's license;
- To carry persons or property for hire;
- To propel or tow any vehicle, trailer, or other object;
- In any race, test, or contest;
- For any illegal purpose or commission of a crime;
- To instruct an unlicensed person in the operation of the vehicle;
- If the vehicle is obtained from the rental company by fraud or misrepresentation;
- To carry persons other than in the passenger compartment of the vehicle;
- Loading the vehicle beyond its rated capacity;
- While under the influence of alcohol or other intoxicants like drugs or narcotics or under any other physical or mental impairment which adversely affects the driver's ability to operate the vehicle;
- Intentionally causing damage to or loss of the vehicle;
- On other than a paved road or graded private road or driveway;
- In an unsafe, reckless, grossly negligent, or wanton manner.

Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred.

PROHIBITED USE OF VEHICLE VIOLATES THIS AGREEMENT, VOIDS ANY CDW AGREEMENT, ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY RENTAL COMPANY, AND MAKES RENTER RESPONSIBLE DESPITE PURCHASE OF CDW FOR ALL LOSS OF OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO DAILY RENTAL COMPANY'S EXPENSES, INCLUDING LOSS OF USE.

Insurance

Customer agrees to maintain automobile insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage:

- Bodily injury and property damage liability coverage;
- Personal injury protection, no-fault, or similar coverage where required;
- Uninsured/underinsured coverage where required;
- Comprehensive and collision damage coverage extending to the rental vehicle.

Customer's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance, we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only and is secondary to any other valid and collectable insurance, whether it is primary, secondary, excess, or contingent. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States and Canada. Customer must obtain written permission and purchase special liability insurance to use or operate the rental vehicle in Mexico. Where permitted by law, customer rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, the renter is afforded the minimum limits required by law. Any breach of this agreement will void any insurance provided.