

PREAMBLE THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO THE EQUIPMENT AND OPERATING PERSONNEL SUPPLIED BY COMPANY (ALSO REFERRED TO AS "SUPPLIER") AND/OR THE CUSTOMER AND ALL THEIR AFFILIATED ENTITIES. EACH IS KNOWN AS A PARTY AND JOINTLY AS PARTIES. IT IS THE PARTIES' INTENT THAT THESE TERMS AND CONDITIONS ("T&C'S") SHALL SUPPLEMENT AND/OR CLARIFY THE T&C'S OF ANY PRIOR RENTAL/LEASE AGREEMENT WITH CUSTOMER RELATING TO THE SUBJECT JOB OR ANY OTHER JOB INVOLVING THE PARTIES TO THIS AGREEMENT. IF ANY OF THESE T&C'S ARE INCONSISTENT WITH ANY T&C'S OF ANY SUCH PRIOR MASTER SERVICE AGREEMENT, PURCHASE ORDER, CONSTRUCTION AGREEMENT, MASTER RENTAL AGREEMENT, UPPER-TIER AGREEMENT, PRIME AGREEMENT, RENTAL/LEASE AGREEMENT (ALL REFERRED TO AS UT AGREEMENT) WITH CUSTOMER, THEN THESE T&C'S SHALL PREVAIL OVER SUCH PRIOR INCONSISTENT T&C'S AND/OR ANY OF THE PROVISIONS OF ANY AGREEMENTS ISSUED BY CUSTOMER OR COMPANY AT ANY TIME, INCLUDING OR BASED ON ANY BID, ESTIMATE, OR PROPOSAL (BEP) OR QUOTE UNLESS OTHERWISE AGREED TO IN A SUBSEQUENT WRITING SIGNED BY BOTH PARTIES (AMENDMENT). CUSTOMER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE T&C'S OF THIS AGREEMENT, HEREIN, AND TO HAVE ENTERED INTO THIS AGREEMENT OR FORMS THIS NEW AGREEMENT WITH COMPANY. IF CUSTOMER REQUESTS COMPANY TO PERFORM ANY WORK AFTER THE CUSTOMER'S RECEIPT OF THE QUOTE, BEP OR THESE T&C'S INCLUDING CALLING COMPANY TO SCHEDULE OR PERFORM ANY PART OF THE SCOPE OF WORK FROM THE BEP OR QUOTE SENDING A PURCHASE ORDER OR ELECTRONIC MAIL/DOCUMENT ACCEPTING THE PRICING OR ASKING COMPANY TO PERFORM ANY PORTION OF THE SCOPE OF WORK. **CONTRACT AND AGREEMENT HAVE THE SAME MEANING FOR THE SCOPE OF WORK OF COMPANY.** IN ADDITION, A MATERIAL PART OF THE PRICING ARE THESE TERMS AND CONDITIONS WHICH ARE INCLUDED AS THE PART OF SCOPE OF WORK. ADDITIONALLY, THESE TERMS AND CONDITIONS SHALL BE DEEMED EXECUTED AND BINDING EVEN IF CUSTOMER DOES NOT SIGN THE BEP, QUOTE OR THESE TERMS AND CONDITIONS. IF THE CUSTOMER CONTACTS THE COMPANY (BY PHONE, EMAIL, OR ANY OTHER METHOD) AND REQUESTS EQUIPMENT OR OPERATING PERSONNEL, THEN THE CUSTOMER AUTOMATICALLY AGREES TO PAY ON A QUANTUM MERUIT BASIS (I.E., REASONABLE VALUE OF THE SERVICES). THIS AGREEMENT INCLUDES ALL TERMS AND CONDITIONS IN THE BEP OR QUOTE, INCLUDING ANY SUPPLEMENTARY TERMS ATTACHED TO THE CONTRACT, ONCE THE COMPANY BEGINS WORK—STARTING FROM THE MOMENT THE COMPANY LEAVES ITS TERMINAL. WORK WILL PROCEED WHEN DIRECTED BY CUSTOMER OR 'LIFT DIRECTOR', OR SITE SUPERVISOR. THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE WORK IS BEING DONE AND ANY FEDERAL RULE, REGULATION STATUTE OR CASE LAW IN CLUDING ANY FEDERAL TRANSPORTATION LAW WHILE ANY CARGO OR EQUIPMENT IS IN TRANSIT. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OF THIS AGREEMENT OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER. See Section 36 (Limitation of Liability) for additional information and terms.

GENERAL TERMS AND CONDITIONS. The Parties to this Agreement acknowledge and agree that these T&C's are binding on the Parties, and Customer shall be conclusively deemed to have accepted these T&C's and to have entered into this Agreement with Company, even if not signed by Customer at the time Customer requests Company to perform any Scope of Work. If Customer requests an increase in the Scope of Work to be performed or Company supplies any additional Equipment or Operating Personnel after Customer's receipt of these T&C's, these T&C's shall again be deemed executed and binding with respect to all Work, Equipment, or Operating Personnel. Work will proceed when directed by Customer, Customer's Field Representative, Site Supervisor, Superintendent or Foreman. This Agreement shall be interpreted in accordance with the laws of the State where the Work is being done. However, for any accident occurring outside the state noted in Sections 38 (State Indemnity) and 39 (State Insurance) below, Sections 38 and 39 are deleted and incorporated by reference into this Agreement as the state Indemnity provision (Section 38) and the state insurance provision (Section 39) for the state where the accident occurs, **URL: [WWW.YOURCOMPANY.COM\(SPECIFIC STATE\) CRANE 50 STATE COMPENDIUM](http://WWW.YOURCOMPANY.COM(SPECIFIC STATE) CRANE 50 STATE COMPENDIUM)** (Update this when actual URL is activated.)

ARIZONA INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES' INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ARIZONA LAWS including §32-1159; §34-226 and §41- 2586, AND TO THE FULLEST EXTENT PERMITTED BY ARIZONA LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNIFY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARIZONA LAW. Lessee's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, private investigator/adjustor fees and costs, expert fees and costs, costs of storage and down time for inability to use the Equipment, and costs of testing of property, Equipment, or other items initiated by the Lessor, attorneys' fees and costs of settlement. Lessee shall be required to indemnify Lessor for Lessor's own negligence or fault, whether the negligence or fault of the Lessor be direct, indirect or derivative in nature. However, the Lessee shall not be required to indemnify Lessor for liability for loss or damage resulting from the sole negligence of the Lessor or the Lessor's agents, employees or indemnitees. Notwithstanding the foregoing sentence and in accordance with §32-1159.01, for any Work regarding a dwelling as defined by §12-1361, Lessee shall be not required to indemnify Lessor from or against liability for loss or damage resulting from the negligence of Lessor or the Lessor's indemnitees, employees, subcontractors, consultants or agents. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

ARIZONA INSURANCE. To the fullest extent permitted by Arizona law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. The Lessee shall procure the following coverages for Lessor: a. Workers' Compensation and Employers' Liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b. Primary non-contributory Commercial General Liability ("CGL"), Commercial Auto (CA) and Rigger's Liability (RL) insurance including loss of use coverage on an occurrence basis, along with bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c. Excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies; d. Inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the Equipment is damaged, stolen, lost or destroyed; e. All policies are to be written by insurance companies acceptable to the Lessor including naming Lessor as Loss Payee, Additional Insured and Certificate Holder; f. For all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor or is required by contract to name as an additional insured; g. Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage for Lessor: CG 2001 04 13, CG 2007 12 19, CG 2010 04 13, CG 2010 12 19, CG 2026 04 13, CG 2026 12 19, CG 2028 07 04, CG 2028 12 19, CG 2033 12 19, CG 2034 03 97, CG 2034 12 19, CG 2037 04 13, CG 2037 12 19, CG 2038 12 19, CG 2040 12 19, CG 2503 03 97, CG 2039 12 19, CG 2040 12 19, and CG 2404 05 09, CA 0449 11 16, CX 2433 11 16, CU 2478 11 16; except that for any Work regarding a dwelling as defined by §12-1361, Lessee shall only use additional insured endorsements that are in compliance with §32-1159.01; h. Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i. Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete Scope of Work, including all services, advice, recommendations, plans or specifications provided; j. Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k. Lessee shall name Lessor as a Primary Loss Payee on all insurance policies; l. Lessee shall provide all insurance certificates to Lessor when requested by Lessor including prior to start of Work by Parties, if the insurance certificate and or attachments including endorsements show or indicate that the Lessee does not have the required insurance, Lessor does not waive any right to withhold money, or bring Arbitration or Suit against the Lessee for Lessee's failure to provide the required insurance as provided by this term and conditions along with all other terms and conditions of the Agreement between the Parties; Lessor does not waive any rights that Lessor has if the Lessee fails to provide the required insurance; the Parties agree that the required insurance is customary and proper for the type of Work being provided by Lessor and that the Lessee may request and negotiate Lessee providing other types of coverages and/or limits for the Work provided by Lessor;; m. All of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n. All Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o. All Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p. All Lessee's policies must remove certain exclusions including (1) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (2) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; (3) any coverage exclusions for Work performed in the state of New York, including the City of New York; (4) any coverage exclusions for Work performed in the state of New Jersey;; q. All Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the indemnity section above and along with providing an "On Hook" or Care Custody and Control endorsement so that any item that is under the Care Custody or Control of the Leased Employee is covered by the CGL policy, and J (4) and J (5) of the CGL Property Damage policy exclusions are deleted. In the event of loss, proceeds of property damage insurance on the Equipment shall be first made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from Workers' Compensation/Employers' Liability policies or other employee benefit programs, CGL policies, or similar policies) which may accrue to it or its insurers. The Lessee understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement to provide the coverage under this Agreement.

CONTROL-JOB SITE SAFETY. Customer is the Controlling and Supervising entity at the job site and shall have sole, exclusive, and non-delegable control over the manner, means, methods, sequencing, coordination, and safety of the work site and all other entities working on the job site. Customer shall be solely and exclusively responsible for compliance with all applicable safety laws, regulations, and standards, including OSHA requirements for all job site conditions unless caused by the negligence of the Company. Company shall have no authority to direct or control the job site conditions and shall have no duty to supervise, inspect, or ensure jobsite safety except to the extent as required by OSHA and applicable ASME Standards. Customer shall be solely and exclusively responsible for all jobsite safety conditions including but not limited to the identification, evaluation, elimination, and control of all hazards; compliance with all applicable federal, state, and local safety laws, regulations, and standards (including OSHA); and the implementation and enforcement of all safety programs, procedures, and protocols. It shall be the duty of Customer and any Controlling Entity to give specific instructions and directions to all persons working on the job site. Customer agrees to provide or otherwise select competent and experienced Operating Personnel to direct all operations and further agrees that the standard of care and responsibilities will be in accordance with all applicable safety standards.

LIFT DIRECTOR. It shall be the sole duty and responsibility of the Customer to designate, for all Work, an experienced, trained, and competent Lift Director and Site Supervisor, as defined by applicable OSHA, ANSI and ASME standards, including but not limited to ASME B30.5 (2025) and P30.1 (2024) (or current editions) and such individuals shall act exclusively as agents of the Customer with full, sole, and exclusive authority and responsibility to direct, supervise, and control all aspects of the Work, including but not limited to the operation, signaling, rigging, spotting, welding, technical work, mobilization, demobilization, maintenance, and assembly or disassembly of the Equipment by all personnel involved, (collectively, "Operating Personnel"), with the Customer retaining exclusive responsibility for all instructions, supervision, safety, and the means, methods, and sequencing of the Work and the operation of the Equipment, and with the express understanding that Company does not supply the Lift Director and shall have absolutely no control, authority, or right to direct the Lift Director, Site Supervisor, or any Operating Personnel, all of whom shall remain under the exclusive direction and control of the Customer at all times, regardless of whether any personnel are provided, recommended, or supplied by Company, and any such personnel shall be deemed Borrowed Servants of the Customer under the Borrowed Servant Doctrine and shall be considered employees of the Customer for all purposes, including liability. Lift Director shall have the exclusive right and obligation to supervise and control the use, operation, and direction of the Equipment and all Operating Personnel, including the authority to stop all operations for safety concerns and to remove or reject any personnel or practices deemed unsafe. Actions taken by any personnel, including refusal by an operator to follow a direction due to safety concerns, shall not alter or diminish the Lift Director's exclusive authority and responsibility, and the Customer acknowledges that all Equipment use and Work performed shall be solely within and in furtherance of the Customer's contractual Scope of Work on the project. Company shall have no authority to replace, substitute, or direct Operating Personnel except with the prior express approval of the Lift Director. Any approved substitution remains under the sole direction and control of the Customer, and the Customer assumes full responsibility and liability for any and all loss, damage, injury, or death arising out of or related to the acts or omissions of the Lift Director, Site Supervisor, or any Operating Personnel, including Special Employees, regardless of any involvement, recommendation, or provision of personnel by Company.