

SUBCONTRACTOR - SERVICE PROVIDER ADDENDUM TERMS AND CONDITIONS SHORT FORM

PREAMBLE

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO THE EQUIPMENT AND OPERATING PERSONNEL SUPPLIED BY COMPANY (ALSO REFERRED TO AS "SUPPLIER" OR "SUBCONTRACTOR") 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 AGREEMENTS/CONTRACTS, MASTER SERVICE AGREEMENT, PURCHASE ORDERS, CONSTRUCTION AGREEMENT, MASTER RENTAL AGREEMENT, UPPER-TIER AGREEMENT, PRIME AGREEMENT, RENTAL/LEASE AGREEMENTS (ALL REFERRED TO AS "UT AGREEMENTS" or "UT AGREEMENT") (CONTRACT AND AGREEMENT HAVE THE SAME MEANING) FOR THE SCOPE OF WORK OF COMPANY 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 UT AGREEMENTS 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. 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 AND SUPPLEMENTS 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 THE SITE SUPERVISOR (SEE ASME B30.5 (2025) FOR THE ROLES THAT EACH OF THESE ON-SITE PERSONNEL PLAY). 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 INCLUDING ANY FEDERAL TRANSPORTATION LAW WHILE ANY CARGO OR EQUIPMENT IS IN TRANSIT.

GENERAL TERMS AND CONDITIONS. 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, Lift Director, Superintendent or Foreman. This Agreement shall be interpreted in accordance with the laws of the State where the Work is being done.

Subcontractor is a Service Provider of Cranes and additional Equipment, such as forklifts or hoisting Equipment which may include Operating Personnel. The Subcontractor is providing a Service and are not providing typical Subcontractor services such as installing materials and supplies like a plumber, electrician, or HVAC Trade. Subcontractor leases Equipment and Personnel to Customer pursuant to the following terms and conditions which shall apply. Even if the UT Agreement uses other terms describing the Subcontractor, the Parties agree the Subcontractor is providing only services of Equipment along with Operating Personnel and is not providing any materials or goods for installation, or any warranties associated with the UT Agreement's Statement of Work. The term "Operating Personnel" is defined as all crane operators, oilers, riggers, millwrights, helpers, technicians, mechanics, or any other personnel who perform crane operations including rigging, welding, assembling, disassembling, lifting, mobilizing, demobilizing and/or maintenance work or repair work on the Equipment. For Bare Rentals/Leases, if any Operating Personnel are provided by Service Provider along with the Equipment at Contractor's request, or recommended to Contractor by Service Provider, such Operating Personnel shall be deemed Special Employees or Borrowed Servants, and Contractor shall be responsible for payment of the wages and benefits of such Operating Personnel and Borrowed Servant, which shall be included in Contractor's rental invoices as part of the rental charges, even though such wages and benefits may be administered by Subcontractor.

GOVERNING TERMS

1. PREVAILING TERMS. As noted in the Preamble, these terms and conditions found in this SERVICE PROVIDER ADDENDUM TERMS AND CONDITIONS shall apply instead of and shall prevail over, all other similar, additional or inconsistent provisions in any other contract or contract documents related to the Work, including the Prime Contract, Upper Tier Contract, Contract Documents, Master Service Agreement, the Crane Services Agreement, Equipment Rental Agreement, any Project Supplement, any Purchase Order, or any Change Order or any other agreement, issued at any time. The Subcontractor's most recent quote has pricing for the Scope of Work for Subcontractor. The pricing Scope of Work includes as a material element of the pricing Subcontractor's terms and conditions. Any change to the terms and conditions of the quote materially changes the pricing and are not agreed to by Subcontractor. **Any attempt to modify the pricing or eliminating or changing the Scope of Work such as by deleting the quote or any of these Terms and Conditions deems the UT Agreement null and void along with any prior negotiations from any subsequent contract are null and void.**

2. BARE RENTAL/MANNED RENTAL. The Terms and Conditions, and Provisions contained herein pertain to all Contractor Rental/Lease Agreements, including both Bare and Manned Rentals/Leases. For Bare Rentals/Leases, Contractor shall provide Equipment only to Contractor without any Operating Personnel (as that term is defined in paragraph 3 below) or Service Provider employees. In the event certain Operating Personnel are recommended by Service Provider to Contractor or provided to Contractor along with the Equipment at Contractor's request, such Operating Personnel are deemed Borrowed Servants of Contractor (as that term is defined in paragraph 4 below), and treated as employees of Contractor for all purposes for the entire term of the Agreement, including for all work and services performed and to be performed in connection with use and operation of the Equipment. Such Operating Personnel are, at all times, subject to the supervision, direction and control of Contractor and Contractor's Lift Director (as that term is defined in paragraph 5 below), and all compensation for labor performed by such Operating Personnel, including but not limited to wages, salary, union dues and workers' compensation, is to be paid by Contractor. For Manned Rentals/Leases, Contractor shall provide certain Operating Personnel to Contractor along with the Equipment, for the sole purpose of performing work and services relating to the use and operation of the Equipment, and such Operating Personnel shall be deemed Borrowed Servants of Contractor. For Manned Rentals/Leases, Service Provider shall be responsible for compensation of its employees involved in the use and operation of the Equipment, however, as is the case with Bare Rentals/Leases, all Operating Personnel on Manned Rentals/Leases, shall at all times be subject to the sole supervision, direction and control of Contractor and Contractor's Lift Director.

3. OPERATING PERSONNEL. "Operating Personnel" "Operator" or "Employee" shall mean all individuals furnished, arranged, or utilized in connection with the Equipment or Work, including but not limited to Lifting Equipment ("Equipment") operators, oilers, iron workers, riggers, millwrights, leadmen, signal persons, spotters, helpers, technicians, mechanics, welders, and any other Operating Personnel performing or supporting operations, including assembling, disassembling, mobilizing, demobilizing, lifting, hoisting, signaling, maintenance, inspection, repair, or any other Work related to the Equipment. Where Operating Personnel are provided with the Equipment, all compensation, wages, benefits, payroll taxes, and related costs shall be included in the rental charges and payable by Customer, regardless of whether such amounts are administered, processed, or paid by Company on behalf of such Operating Personnel. Customer is directly paying Company all wages and benefits of the Operating Personnel. All Operating Personnel shall remain at all times Special Employees of the Company. Customer shall have exclusive responsibility for jobsite conditions, safety of the work environment, and direction of all lifting operations, including designation of qualified signal persons and lifting methods, and assumes all risks arising therefrom. Company shall not be responsible for acts, omissions, or errors in judgment related to site conditions, load integrity, or instructions provided by Customer or its representatives.

4. SPECIAL EMPLOYEE. All Operating Personnel who participate in the operation, maintenance or use of the Equipment are deemed Special Employees and are employees of Customer. Such Operating Personnel may not operate or use the Equipment without Customer's acceptance and approval and shall at all times act under Customer's sole and exclusive direction, supervision, and control of the manner, means and methods for all Work. Further, Customer shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of such SE, in accordance with the scope and all provisions of this Agreement or any written and executed additions to this Agreement.

5. BORROWED SERVANT. All Operating Personnel who participate in the operation or use of the Equipment are deemed Borrowed Servants or employees of Contractor pursuant to the Borrowed Servant Doctrine. Such personnel may not operate or use the Equipment without Contractor's acceptance and approval and shall at all times act under Contractor's sole direction, supervision, and control. Further, under the Borrowed Servant Doctrine, Contractor shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of such Borrowed Servant, in accordance with the scope and all provisions of this Agreement or any written and executed additions to this Agreement.

6. 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.

7. OPERATIONS LHE. Customer shall, at all times, direct the operation and movement of the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all those persons involved in the operation or movement of the Equipment. Customer shall, at all times, comply with all applicable local, state, federal and provincial statutes, rules, regulations, and National Standards including OSHA 29CFR1926.1400-1444 including subpart CC, ANSI and ASME B30.5(2025) and P30.1(2024) relating to the operation of the LHE. During use and operation of the Equipment, Customer, directly and through its agents, servants, and employees, shall at all times, assume the roles and fulfill all the responsibilities of the a) Lift Director, b) Lift Planner, c) Site Supervisor, d) controlling entity as defined by OSHA, e) Site Safety Officer, f) Crane User and/or LHE User, g) Signalperson, h) Rigger, and i) Spotter; as those terms are defined in 29CFR1926.1400-1444 including subpart CC (OSHA), ASME P30.1 (2024) Lift Planning and ASME B30.5 (2025). If Company supplies any lifts plans for use by the Customer and/or the Lift Director, Customer agrees that the lift plans are supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the lift plan for use. Customer is solely responsible for gathering and providing all information used in the lift plan. Customer hereby guarantees that those agents, servants, and employees assigned the roles and functions set forth above shall be, at all times, through education, training, experience, skill, and physical fitness, as necessary, competent and capable to perform the functions they are assigned. Company is not providing any Signal Person, Lift Director, Site Supervisor, Site Safety Supervisor, nor any rigging services unless provided in the Company's BEP or Scope of Work.

8. GROUND/POWERLINES. Customer, as the controlling entity under applicable OSHA regulations including but not limited to 29 CFR 1926.1402, 1926.1408, and 1926.1409, shall assume sole, absolute, and non-delegable responsibility for all ground conditions, supporting materials, site preparation, and protection against power line hazards in connection with the transportation, assembly/disassembly, mobilization/demobilization, use, operation, storage, and placement of the Equipment. "Ground conditions" are defined as the ability of the ground to support the size, weight, configuration, and operational loads of the Equipment, including all counterweights, taking into account slope, compaction, stability, drainage, and firmness. "Supporting materials" are defined as blocking, mats, cribbing, or similar devices. Customer shall ensure that all Equipment manufacturer specifications and requirements are strictly satisfied and that Equipment shall not be assembled or used unless ground conditions are firm, properly compacted, drained, and graded to achieve adequate support and level, including through the use of supporting materials, as necessary. The Customer shall be solely responsible for all site preparation, including the identification, evaluation, communication, and elimination of hazards in, on, around, and beneath the Equipment set-up area, including subsurface and below-grade conditions, and shall perform or cause to be performed all necessary inspections, engineering evaluations, and soil testing to confirm that ground conditions meet or exceed applicable standards, including AASHTO H-20 / HS-20 where applicable. If site conditions are inadequate to support Equipment operations or require reinforcement, relocation of utilities, or other corrective measures, all such Work and associated coordination shall be performed by the Customer at its sole cost and expense. Any delays, additional mobilization, towing, pushing, damage, or costs resulting from inadequate site conditions shall be the sole responsibility of the Customer and shall be reimbursed to Company at cost plus applicable markup. The Customer further assumes sole responsibility for ensuring that Equipment and Operating Personnel are not exposed to energized power lines, requiring that all power lines in the work area be identified prior to commencement of Work and de-energized through coordination with the appropriate utility or authorized entity. Where de-energization is not possible, the Customer shall be solely responsible for implementing all required safety measures, including insulation, grounding, maintaining minimum clearance distances, and compliance

with all applicable OSHA, ANSI, and ASME standards. Customer shall not rely on proximity warning devices as a substitute for maintaining required clearances, and Company shall have no responsibility, duty, or control over ground conditions, site preparation, subsurface conditions, supporting materials, or power line safety. Customer assumes full responsibility and liability for any and all loss, damage, delay, injury, or death arising out of or related to ground conditions, site conditions, or exposure to power lines, regardless of any recommendations, inspections, or involvement by Company. Customer acknowledges and agrees that it is the "controlling employer" and "exposing employer," as those terms are defined under OSHA regulations and the multi-employer worksite doctrine, and assumes all duties and liabilities associated therewith.

9. RIGGING. Customer is required to provide any and all Rigging or similar devices to be used with the Equipment. In addition, rigging is not limited to, chokers, slings, straps, chains, hooks, spreaders, fittings, rope, or wire. Customer and the Lift Director assume responsibility for the manner, means, and method of rigging; the condition of the rigging, the condition and use of any lifting lugs, and hereby guaranty that those agents, servants and employees involved in the rigging of any load shall be, at all times, through education, training, experience, skill, and physical fitness, as necessary, competent and capable to perform the functions they are assigned. If Company supplies any rigging, then the Lift Director is solely and exclusively responsible for inspection and approval of rigging to be used.

10. LOAD CALCULATIONS AND DEVICES. If any Equipment includes a load measuring device, the Customer acknowledges and agrees that such device is provided for convenience only and that Company makes no warranties or representations, express or implied, regarding its accuracy, reliability, or consistency. Customer expressly agrees not to rely on any such device for determining load weight under any circumstances. Customer assumes full and exclusive responsibility for independently determining the weight of each load, calculating the Equipment's lifting capacity for every lift, and determining whether any lift may be safely performed, all based solely on the Customer's own expertise and judgment in coordination with the Lift Director. Customer further assumes all risks, liabilities, losses, and damages arising out of or related to (i) any reliance on a load measuring device, or (ii) any failure to properly determine load weight or lifting capacity, regardless of any alleged negligence, error, or omission by Company.

11. FREE AND CLEAR ACCESS. Company requires safe, free and clear access, ingress and egress, to any work/project site for Operating Personnel and Equipment, and a safe site with a clear area for Assembly, Disassembly, Mobilization, Demobilization ("A&D") and for operation of Equipment. Customer is solely responsible for providing a safe site for any access, ingress and egress and operation of the Equipment, along with relocation or removal of all obstacles including but not limited to overhead power lines, curbing, signs, fencing, or other obstructions, stable and compacted ground conditions suitable for the A&D and operation of all Equipment.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER AGREEMENT, COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, REMOTE, LIQUIDATED, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST INCOME, LOST OR DELAYED PROFITS OR REVENUE, LOSS OF BUSINESS OR GOODWILL, UNABSORBED OVERHEAD, INCREASED EXPENSES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE FURNISHING, PERFORMANCE, OR USE OF EQUIPMENT OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL LOSSES, INCLUDING THOSE ARISING FROM GOVERNMENTAL ACTIONS, LAWS, REGULATIONS, DISASTER DECLARATIONS, PANDEMICS, WEATHER EVENTS, LABOR DISRUPTIONS, SUPPLY CHAIN INTERRUPTIONS, CIVIL UNREST, OR OTHER EVENTS BEYOND COMPANY'S REASONABLE CONTROL. COMPANY'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNTS PAID TO COMPANY FOR THE APPLICABLE EQUIPMENT OR SERVICES DURING THE THREE (3) MONTHS PRECEDING THE CLAIM, OR (II) \$10,000 (THE "DAMAGES CAP"), AND SUCH AMOUNT SHALL CONSTITUTE THE EXCLUSIVE MONETARY REMEDY AVAILABLE TO CUSTOMER, AND UNDER NO CIRCUMSTANCES SHALL COMPANY'S LIABILITY EXCEED THE DAMAGES CAP. FOR TRANSPORTED CARGO, LIABILITY IS FURTHER LIMITED TO A RELEASED VALUE OF \$2.50 PER POUND, WITH A MAXIMUM RECOVERY OF \$100,000 PER TRUCKLOAD. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS, LEAD PAINT, MOLD, OR OTHER REGULATED OR UNREGULATED HAZARDOUS SUBSTANCES, AND IF SUCH CONDITIONS OR MATERIALLY DIFFERING SITE OR SUBSURFACE CONDITIONS ARE ENCOUNTERED, COMPANY SHALL BE ENTITLED TO AN EQUITABLE ADJUSTMENT IN PRICE, SCHEDULE, AND SCOPE. CUSTOMER SHALL BE RESPONSIBLE FOR ALL PROPERTY DAMAGE AND BODILY INJURY, INCLUDING DAMAGE TO UNDERGROUND, OVERHEAD, SURFACE, OR EMBEDDED UTILITIES OR STRUCTURES, AND FOR WATER-RELATED LOSSES, EXCEPT TO THE EXTENT CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. TO THE FULLEST EXTENT PERMITTED BY LAW, THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT, AND CUSTOMER AGREES THAT INSURANCE MAINTAINED BY

COMPANY, IF ANY, SHALL NOT EXPAND COMPANY'S LIABILITY BEYOND THE LIMITATIONS SET FORTH HEREIN. Furthermore, Company Liability for Goods/Cargo, Upper Tier entity, or Owner controlled Goods/Cargo under the Company's care, custody, or control is limited to \$100,000 even if held in storage or as bailment of Company. Company's liability for Goods/Cargo damage shall not exceed \$100,000 unless the Customer requests and purchases additional coverage. Requests for additional coverage will be accommodated by Company at additional costs to Customer. Also see posted tariffs/rates at [Company's Website](#). This includes all Goods/Cargo that are held by Company at any warehouse or storage facility or are in Temporary Transit and or Storage using the Company's asset-based trucks or USDOT Brokerage Services.

13. FORCE MAJEURE. Except as otherwise expressly set forth herein, in the event a Party shall be delayed or hindered in, or prevented from, the performance of any act required of it hereunder by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, exercise of civil authority, restrictive governmental laws, including, but not limited to, the Defense Production Act, disaster declarations, regulations, slowdowns, stay in place orders/shelter at home orders, material adverse change, governmental shutdowns or similar governmental requirements, riot, insurrection, war, civil unrest, protests, wind or other inclement weather, act of God, pandemic, epidemic or other widespread illness, viral slowdowns/issues, or other event outside the reasonable control of that Party (each such cause or event being hereinafter referred to as a "Force Majeure"), then performance of such acts will be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. Any time a Party is experiencing a Force Majeure that is expected to result in a significant failure or delay, that Party will endeavor to give notice to the other party describing the Force Majeure and the nature of the failure or delay and giving an estimate as to how long the delay will last. A Party claiming an excusable delay or failure under this paragraph shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable. A Force Majeure event shall not excuse the Customer from payment of the rental rate as originally agreed upon including any Operating Personnel wages and benefits. If this agreement is cancelled or terminated early due to Force Majeure, then Customer shall pay an additional two (2) months' rent as a cancellation fee.

14. CHOICE OF LAW; VENUE. This proposal and any Contracts arising from acceptance hereof shall be governed by and interpreted in accordance with the laws of the State where work is being performed, and the Federal laws of the United States of America applicable therein, including, but not limited to, federal transportation law while the cargo is in transit. However, if a state law requires that a construction indemnity statute apply to Equipment rented in the state where the Equipment is being used, then that State's laws shall apply.

15. ASSUMPTION AND RELEASE. The Customer assumes all risks associated with the performance of any and all Work occurring under or arising out of this Agreement, including, without limitation, any risks, claims, demands, damages, losses, suits, or causes of action arising from or related to the acts or omissions, negligence, or carelessness of the Customer, any Customer Site Supervisor or Field Representative, or the Customer's agents, servants, employees, subcontractors, independent contractors, invitees, or any other person or entity acting on its behalf or under its control. The Customer further expressly assumes all risks of loss, damage, injury, or death to persons or property, whether arising before, during, or after the performance of such Work, and regardless of whether such risks are known or unknown, foreseeable or unforeseeable. To the fullest extent permitted by applicable law, Customer waives, releases, and forever discharges Company and its parent, affiliates, subsidiaries, officers, directors, members, managers, agents, servants, employees, representatives, and insurers from any and all liability, claims, demands, damages, costs, and expenses (including attorneys' fees), of any kind or nature whatsoever, whether arising in contract, tort (including negligence), strict liability, or otherwise, for any death, disability, personal injury, property damage, economic loss, or other harm arising out of or in any way related to the performance of Work under or in connection with this Agreement, except to the extent caused by Company's gross negligence or willful misconduct, if such limitation is required by applicable law. This assumption of risk and release shall survive the completion, termination, or expiration of this Agreement and shall be binding upon the Customer and its heirs, successors, and assigns.

16. CHANGE IN CONDITIONS. Any changes to the condition of the site, access, or Scope of Work arising after submission of the proposal and prior to or during performance shall be the sole responsibility of Customer. Customer shall immediately notify Company in writing, including by email, of any site, set-up, environmental, subsurface, access, or operational conditions not previously disclosed, and shall also provide prompt verbal notice where such changes may impact safety or scheduling. Company shall be entitled to rely on the accuracy and completeness of all information provided by Customer. In the event of any increase, decrease, delay, disruption, inefficiency, or inability to access the Work site resulting from such conditions, the contract price, schedule, and scope shall be equitably adjusted, including but not limited to additional charges for standby time, mobilization, demobilization, remobilization, overtime, extended duration, and Equipment or labor costs, calculated at Company's standard or original contract rates. Customer shall provide timely authorization for extra Work, and execution of any Daily Work Ticket, Work Order, time sheet, or similar document shall constitute conclusive evidence of acceptance of such changes and authorization of all associated costs. Failure to provide advance notice shall not relieve Customer of responsibility for resulting costs or impacts. Customer shall ensure uninterrupted and safe access to the Work site sufficient for Company

to perform, operate, assemble, disassemble, mobilize, and demobilize its Equipment, and any interference, restriction, or unsafe condition shall entitle Company to suspend performance and recover all resulting costs and time extensions.

17. INDEMNIFICATION AND RELEASE. Parties understand and agree that a safe workplace with no accidents is the goal of both Parties. However, in the event of an accident or incident, Parties agree to each pay their fair share of damages based on their pro-rata share of liability. In accordance with the Preamble and Section 1 (General Terms and Conditions) of this Agreement, this Section supersedes any other contract provision involving or dealing with Indemnity. Customer shall indemnify, defend, and hold harmless Company from and against any and all claims, damages, losses, or expenses arising out of or related to jobsite safety, site conditions, or hazards, except to the extent caused by the sole negligence, gross negligence or willful misconduct of Company.

JOINT, MUTUAL AND RECIPROCAL INDEMNIFICATION AND RELEASE PROVISIONS. It is the Parties' intent that this contract complies with all applicable laws including each state's laws where the work is being performed and to the fullest extent permitted by each state's laws. Parties agree to the Joint, Mutual, and Reciprocal indemnity provided in this paragraph. In accordance with Section 1 of this Addendum, this Section supersedes any other contract provision involving or dealing with Indemnity.

Contractor agrees to indemnify and save Subcontractor, its employees, and agents harmless from claims for death or injury to persons, including Subcontractor's employees; of loss, damage, or injury to property, including the Equipment, but only to the extent caused by the Contractor's negligence. Subcontractor's duty to indemnify hereunder shall include costs and expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Contractor shall not be required to indemnify Subcontractor or Subcontractor's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence of Subcontractor or Subcontractor's independent contractors, agents, employees, or indemnitees.

Subcontractor agrees to indemnify and save Contractor, its employees, and agents, harmless from claims for death or injury to persons, including Contractor's employees; of loss, damage, or injury to property, including any Equipment, but only to the extent caused by the Subcontractor's negligence. Subcontractor's duty to indemnify hereunder shall include costs and expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees, and costs of settlement. Subcontractor shall not be required to indemnify Contractor or Contractor's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence of Contractor or Contractor's independent contractors, agents, employees, or indemnitees.

The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or to the Contractor or Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Subcontractor's and Contractor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Subcontractor or for the Contractor 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 indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

18. INSURANCE. Parties understand and agree that a safe workplace with no accidents is the goal of both Parties. However, in the event of an accident or incident, Parties agree to each pay their fair share of damages based on their pro-rata share of liability. In accordance with the Preamble and Section 1 (General Terms and Conditions) of this Agreement this section supersedes any other contract provision involving or dealing with Insurance.

INSURANCE. Parties understand and agree that a safe workplace with no accidents is the goal of both Parties. However, in the event of an accident or incident, Parties agree to each pay their fair share of damages based on their pro-rata share of liability. In accordance with Section 1 of this Addendum, this Section supersedes any other contract provision involving or dealing with Insurance.

The Contractor and Subcontractor each agree to purchase the following insurance coverages prior to the Equipment's arrival on the job site. In the event of an accident or incident, Parties agree to each pay their fair share of damages through their insurance policies based on their pro-rata share of liability. The Contractor and Subcontractor shall procure the following coverages for each other: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000.00, whichever is greater; b) non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages, but only to the extent of that Parties' negligence with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00, in the aggregate; c) excess/umbrella following form of insurance, but only to the extent of that Parties' negligence non-contributory insurance in the amount of at least \$5,000,000.00 and all excess/umbrella policies must be endorsed so that they are non-contributory to all of the other Party's insurance policies to the extent of the other Party's negligence; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the greater of \$1,000,000.00 or 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 damage caused by that Party's

negligence; e) all policies are to be written by insurance companies acceptable to the other Party; f) all liability insurance policies (including any excess/umbrella policies) shall name as an additional insured, the other Party's officers, directors, shareholders, members, managers, partners, and employees, and all affiliated partnerships, joint ventures and corporations of the other party; g) Parties shall use all of the following ISO endorsements to provide coverage and additional insured status to the other Party, CG 20 01 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, CG 20 39 12 19, CG 20 40 12 19, CG 24 04 05 09, CX 24 33 11 16, CA 04 49 11 16, CU 24 78 11 16 ; h) each Party shall provide additional insured status for the other Party and all indemnities specified in the indemnification provision in this contract and any and all excess/umbrella policies must also follow form of the CGL policy and; i) each Party shall provide all insurance certificates to the other Party when requested; j) all liability policies shall provide on-hook coverage and additional insured coverage to the other Party; k) each Party must give the other Party's insured's at least thirty (30) days advance notice, including additional insured's, prior to cancellation or nonrenewal; l) all policies must remove any exclusion for explosion, collapse, and underground operations (XCU); m) all policies must remove certain exclusions including (i) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (ii) 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, Crane Operations, or Crane Usage; and n) all Contractor's policies must include coverage for blanket contractual liability for the obligations assumed hereunder and also for the liabilities assumed in the Indemnity section above. To the extent that a Party may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of any Party's right to maintain any breach of contract action against the other party.

19. RETENTION. No retention or withholding of contract sums by the Customer is permitted.

20. WARRANTIES. Contractor is a Lifting service company, lifting supplies, goods or cargo at the Customer's sole and exclusive direction. There is no warranty after Work is completed on each shift.

21. PAYMENT. In accordance with this Agreement, Customer shall pay Company within 30 days of the date of invoice. Paid when Paid is not permitted under this Agreement notwithstanding any other language in any document.

22. OCIP-CCIP-CONTRACTOR CONTROLLED PROGRAMS. Company is not responsible for providing any on-site insurance coverage when an OCIP-CCIP-Contractor Controlled Program is in place.

23. TAXES; FEES; PERMITS. Customer shall be responsible for any sales, use, excise, value added, utility, personal property or other taxes and any license fees, and/or assessments relating to Customer's use or possession of the Equipment. Customer shall pay such taxes and other charges to Company in accordance with invoices submitted by Company. Customer shall, at its sole cost and expense, obtain and maintain all licenses, permits or certificates required by any applicable law and directly related to the performance of Work or Work performed at a specific project or work site.

24. TERMS AND CONDITIONS PREVAIL. IT IS THE INTENTION OF THE PARTIES THAT THESE TERMS AND CONDITIONS OF CONTRACT SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER, BILL OF LADING, CONTRACTOR CONTRACT, PRIME CONTRACT, OR UPPER TIER CONTRACT ISSUED AT ANY TIME RELATING TO ANY BID OR QUOTE. THE TERM BID OR QUOTE INCLUDES ANY DOCUMENT ENTITLED PROPOSAL. Contractor SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITION OF CONTRACT HEREIN, AND TO HAVE ENTERED INTO THIS CONTRACT WITH SUPPLIER. IF CONTRACTOR REQUESTS SUPPLIER TO PERFORM ANY SCOPE OF WORK OR REQUESTS ACCEPTANCE OF GOODS AT WAREHOUSE, AFTER THE CONTRACTOR'S RECEIPT OF THE QUOTE, BID, PROPOSAL OR THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL BE DEEMED EXECUTED AND BINDING. IF CONTRACTOR CONTACTS, CALLS OR TENDERS GOODS TO SUPPLIER AND REQUESTS SUBCONTRACTOR TO SUPPLY EQUIPMENT OR OPERATING PERSONNEL OR ACCEPTANCE OF GOODS, THEN CONTRACTOR AGREES TO ALL TERMS AND CONDITIONS TO THE QUOTE OR PROPOSAL AS WELL AS THESE TERMS AND CONDITIONS.