

Sales Terms and Conditions

1. **Applicability.** These Terms and Conditions (“**Terms**”), together with the information on the face of the order or quotation to which these Terms are attached (the “**Agreement**”), constitute an acceptance by Elite Equipment Rental LLC (the “**Seller**”) of an offer from the party to whom the Agreement is addressed (the “**Buyer**”) for the purchase of the goods specified on the face of such Agreement (the “**Goods**”). This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Agreement, and supersedes any and all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral, with respect to the subject matter of the Agreement. Any additional or contradictory terms proposed by Buyer are hereby objected to and shall not be included. These Terms expressly exclude any of Buyer's general terms and conditions of purchase or any other document issued by Buyer in connection with this Agreement. In the event of a conflict between these Terms and the face of the Agreement, these Terms shall control.

2. **Delivery Date.** Seller shall use commercially reasonable efforts to deliver the Goods in the quantities and on the date(s) specified in this Agreement or as otherwise agreed in writing by the parties (the “**Delivery Date**”). Delivery dates are estimates only and time shall not be of the essence. Seller shall not be liable for any delays in delivery.

3. **Delivery Location; Shipping Terms.** All Goods shall be delivered to the address specified in this Agreement (the “**Delivery Location**”) during Buyer's normal business hours. Buyer shall be responsible for all shipping, freight, and insurance costs from Seller's facility to the Delivery Location unless otherwise agreed in writing.

4. **Title and Risk of Loss.** Title and risk of loss shall pass to Buyer upon Seller's delivery of the Goods at the Delivery Location. For the avoidance of doubt, Buyer bears all risk of loss or damage to the Goods from and after delivery to the Delivery Location.

5. **Amendment and Modification.** No change to this Agreement is binding upon either party unless it is in writing, specifically states that it amends this Agreement, and is signed by an authorized representative of each party.

6. **Inspection and Rejection of Nonconforming Goods.** Buyer shall be deemed to have accepted the Goods unless Buyer provides Seller with detailed written notice of any nonconformity or defect within five (5) business days after delivery. If Buyer timely and properly rejects any Goods as nonconforming, Seller shall, at Seller's sole option: (a) repair the nonconforming Goods; (b) replace the nonconforming Goods; or (c) credit or refund the Price paid for the nonconforming Goods. The foregoing shall constitute Buyer's sole and exclusive remedy for nonconforming or defective Goods. Buyer shall hold any rejected Goods at Buyer's premises and make them available for Seller's inspection and retrieval. No Goods may be returned to Seller without Seller's prior written authorization. Specifically, all returned Goods require prior authorization from Seller in the form of an approved Return Merchandise Authorization (RMA) number issued before any Good may be returned. Returns requested more than fourteen (14) calendar days from the original purchase or shipment date will not be accepted (and Seller will not issue an RMA number) unless otherwise approved by Seller. The approved RMA number must be clearly marked on the outside of the return package. Returns received without an approved RMA may be refused and returned to Buyer at Buyer's expense. A copy of the original invoice or proof of purchase must accompany all returns.

7. **Price.** The price of the Goods is the price stated in the Agreement (the “**Price**”). Unless otherwise specified in the Agreement, the Price does not include packaging, transportation costs, insurance, customs duties and fees, or applicable taxes, including, but not limited to, all sales, use, or excise taxes, all of which shall be Buyer's responsibility. Seller reserves the right to adjust the Price by providing written notice to Buyer at any time before shipment to reflect increases in material, labor, transportation, or other costs.

8. **Payment Terms.** Seller shall issue an invoice to Buyer on or any time after the shipment of Goods. Buyer shall, without setoff, deduction, or withholding, pay all invoiced amounts on such terms and at such time as is communicated by Seller to Buyer following Seller's acceptance of Buyer's credit application. Any amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. If Buyer fails to make timely payment, Seller may, in addition to any other right or remedy, suspend deliveries under this or any other order until all past-due amounts are paid in full. All payments hereunder must be in US dollars and made by check or wire transfer to an account designated by Seller.

9. **Setoff.** Buyer shall not set off, deduct, or withhold any amounts owed under this Agreement against any other amounts that may be owed by Seller to Buyer under this Agreement or any other agreement between the parties. All amounts due to Seller shall be paid in full without setoff, deduction, or counterclaim.

10. **WARRANTY DISCLAIMER.** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. **Indemnification.** Buyer shall defend, indemnify, and hold harmless Seller, its subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees (collectively, “**Seller Indemnitees**”) against any and all losses, injuries, damages, liabilities, claims, actions, judgments, costs, or expenses, including reasonable attorney fees (collectively, “**Losses**”) arising out of or relating to: (a) Buyer's use, handling, storage, or resale of the Goods; (b) Buyer's breach of the Agreement; (c) Buyer's negligence or willful misconduct; or (d) any modification of the Goods by Buyer or any third party without Seller's written consent.

12. **Compliance with Law.** Buyer represents and warrants that Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances relating to the purchase, use, handling, storage, and resale of the Goods. Seller shall maintain in effect all licenses, permissions, authorizations, consents, and permits required to carry out its obligations under the Agreement.

13. **Waiver.** No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. **Confidential Information.** Each party (a “**Disclosing Party**”) may disclose non-public, confidential, or proprietary information to the other party (a “**Receiving Party**”) in connection with the Agreement, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, business plans, pricing, discounts, or rebates, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked or designated as “confidential” (“**Confidential Information**”). The Receiving Party shall hold all Confidential Information in strict confidence, use it solely for the purpose of performing the Agreement, and not disclose or copy it without the Disclosing Party's prior written authorization. Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all documents and other materials containing Confidential Information. Either party shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain through no fault of the Receiving Party; (b) known to the Receiving Party at the time of disclosure; or (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

15. **Assignment.** Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation by Buyer in violation of this Section shall be null and void. Seller may freely assign or subcontract its rights and obligations under this Agreement without Buyer's consent. No assignment or delegation shall relieve the assigning party of any of its obligations hereunder.

16. **Governing Law.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any exhibits or schedules attached hereto, or any contemplated transaction, in any forum other than the state and federal courts located in Clark County, Nevada, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the

state and federal courts located in Clark County, Nevada. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

18. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID OR PAYABLE BY BUYER TO SELLER FOR THE GOODS GIVING RISE TO THE CLAIM UNDER THE APPLICABLE AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

19. Exclusion of Consequential Damages. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, LOST REVENUES, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.