
GENERAL TERMS AND CONDITIONS

- 1. GENERAL.** These general terms and conditions, which are incorporated by reference on each quote and rental agreement issued by Louisiana Machinery Company, L.L.C. or an affiliate of Louisiana Machinery Company, L.L.C. (The company issuing the applicable quote or rental agreement is hereinafter referred to as “Company”.) to its customer, whose name appears on the applicable quote or rental agreement (“Customer”), together with the applicable quote or rental agreement, as applicable, constitutes the entire agreement between Company and Customer for the sale of goods (“Goods”), rental of equipment (“Equipment”), and/or performance of services (“Services”) described in the applicable quote or rental agreement. These general terms and conditions, together with the applicable quote or rental agreement, are collectively hereinafter referred to as “the Agreement” or “this Agreement”.
- 2. ACCEPTANCE.** Customer shall be deemed to have accepted the Agreement and shall be bound by the Agreement if any one or more of the following occur: (i) Customer signs the applicable quote or rental agreement and returns a copy to Company; (ii) Company or Customer exchange electronic correspondence indicating that Customer has accepted the applicable quote or rental agreement; (iii) Company commences performance of the applicable quote or rental agreement; or (iv) Customer otherwise indicates its acceptance of the applicable quote or rental agreement.
- 3. INVOICING AND PAYMENT.**

 - 3.1. Price.** The price or rate, as applicable, that Customer shall pay for the Goods, the rental of Equipment, and/or the Services is listed on the applicable quote or rental agreement.
 - 3.2. Invoicing.** For Goods, Company may invoice Customer based on the milestone or progress schedule included in the Agreement, if any, and if no milestone or progress schedule is included, upon Company’s delivery of the Goods. For Services, Company may invoice Customer based on the milestone or progress schedule included in the Agreement, if any, and if no milestone or progress schedule is included, at such intervals determined by Company or upon completion of the Services, at Company’s election. For rental of Equipment, Company may invoice Customer daily, weekly, monthly, or at such other interval determined by Company.
 - 3.3. Payment.** Except as otherwise specified in the Agreement, payment terms are net due on Customer’s receipt of Company’s invoice. Payment under the Agreement shall be considered past due 10 days after Customer’s receipt of Company’s invoice. If Customer fails to timely fulfill any of its payment obligations, Company may take any actions it deems reasonably necessary, including without limitation: (i) suspending performance; (ii) withholding delivery and warehousing Goods at Customer’s expense; (iii) charging interest of 1.5% per month on all past due invoices; and/or (iv) terminating the Agreement. If Company terminates the Agreement for Customer’s payment related or other default, Customer will be responsible for all past due amounts, including interest, as well as any and all other losses incurred by Company as a result of Customer’s default. This includes but is not limited to collections and attorney fees to the full extent that the residing court deems reasonable.
 - 3.4. Invoice Disputes.** Not later than 3 days after Customer’s receipt of an invoice, Customer will notify Company in writing if Customer disputes a portion of the invoice or determines that the invoice is not complete or accurate. Thereafter the parties will work together in good faith to resolve the issues and to adjust the invoice, if necessary, as determined by Company, acting reasonably. Customer is responsible for paying any undisputed portion of the invoice.
- 4. FORCE MAJEURE.** Company shall not be liable for any failure to perform under this Agreement or for any delay in shipment or delivery or other performance due to any event or circumstance beyond the control of Company. Such events or circumstances may include, but are not limited to, acts of God, natural or artificial disaster, fire, explosion, flood, named storm, terrorism, war or other hostilities, riot, civil commotion, epidemic, pandemic, any legislation, act, order, directive, or regulation of any government or governmental body, labor strikes, labor or material or equipment shortages, inability to obtain labor, material, or equipment through regular sources, delay in transportation, or supply chain slow-downs or disruptions. If Company determines that an event or circumstance beyond its control prevents or delays its performance, Company will provide Customer prompt notice, and, at Company’s election, (i) the time

required for Company's performance of any obligation in this Agreement shall be extended for a period equal to the period during which any such cause or circumstance and the effects thereof persist, or (ii) Company may terminate this Agreement in whole or in part.

5. **TAXES.** Customer agrees to pay all taxes (including, but not limited to, sales and use taxes), licenses, and fees (collectively, "Taxes") levied or assessed by any government agency, including, without limitation, any state or local taxing authority, on Customer's purchase of Goods and/or rental of Equipment and/or for Company's performance of Services. Company will itemize the applicable Taxes on Customer's invoices for Goods, Equipment, and/or Services based upon the tax rates applicable at the point of sale of such Goods, point of delivery of rental Equipment, or location of performance of any Services. All Taxes owed on the sale of Goods, the rental of Equipment, or the performance of Services are due upon receipt of the invoice, just like all amounts related solely to the sale of Goods, the rental of Equipment, and/or the performance of Services. If Customer contends that it is exempt from Taxes, Customer must provide a valid and current government issued exemption certificate prior to, or at the same time as, Customer's acceptance of the Agreement. If no current and valid government issued exemption certificate is provided by Customer prior to the sale of Goods, the rental of Equipment, or the performance of Services, as applicable, Company will invoice and collect all applicable Taxes. Customer agrees that it shall be liable for all Taxes ultimately determined to be due by a state or local taxing authority regardless of whether Company invoices Customer for the Taxes.
6. **INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ANY OR ALL OF COMPANY, THE OWNER AND LESSOR OF THE EQUIPMENT (IF THE EQUIPMENT IS NOT OWNED BY COMPANY), AND THEIR RESPECTIVE EMPLOYEES, AGENTS, MEMBERS, OFFICERS, AND DIRECTORS (EACH, A "COMPANY INDEMNIFIED PARTY"), FROM, FOR, AND AGAINST ANY AND ALL CLAIMS, ACTIONS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, FOR DEATH OR BODILY INJURY OR DAMAGE TO PROPERTY, ARISING OUT OF, RESULTING FROM, OR BASED UPON (I) THE ACTUAL OR ALLEGED USE OR OPERATION OF THE GOODS OR EQUIPMENT OR THEIR CONDITION OR LOCATION OR (II) ANY SERVICES, INCLUDING WHERE CAUSED OR BROUGHT ABOUT BY ANY FAULT, BREACH OF DUTY, STRICT LIABILITY, OR NEGLIGENCE (INCLUDING SOLE, JOINT, OR CONCURRENT) ON THE PART OF ANY COMPANY INDEMNIFIED PARTY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A COMPANY INDEMNIFIED PARTY.**
7. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL COMPANY'S LIABILITY, ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THE AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC GOODS, EQUIPMENT, OR SERVICES, THAT GIVE RISE TO COMPANY'S LIABILITY UNDER THE AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR PUNITIVE DAMAGES, WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR FACTS. ONLY THE LOUISIANA MACHINERY COMPANY THAT ISSUES THE APPLICABLE QUOTE OR RENTAL AGREEMENT WILL HAVE ANY LIABILITY IN CONNECTION WITH THE AGREEMENT.**
8. **CUSTOMER'S DEFAULT.** If Customer is in default of this Agreement or breaches any term or condition of this Agreement, Company may, at its option, immediately exercise any one or more of the following remedies: (i) terminate this Agreement, effective immediately upon notice to Customer; or (ii) exercise any other right or remedy available to Company at law, in equity, or under this Agreement. Company will be entitled to recover from Customer any and all losses incurred by Company as a result of Customer's default or breach, in addition to any other rights and remedies Company may have at law, in equity, or under this Agreement. In the event Customer files for bankruptcy, receivership, or respite, or Customer is adjudged bankrupt, or a receiver is appointed for Customer, or in the case of Customer's suspension, failure, or insolvency, Customer shall be considered in default of the Agreement.
9. **NOTIFICATION OF CLAIMS; WAIVER OF CLAIMS.** Any claim by Customer under the Agreement must be initiated by Customer by written notice to Company within 15 days after the occurrence of the event giving rise to the claim. Any claim not initiated by written notice to Company within such time period shall be deemed waived by Customer.

- 10. GOVERNING LAW; EXCLUSIVE JURISDICTION AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to the conflicts of law principles thereof. The exclusive jurisdiction and venue for any action brought under or relating to the Agreement shall be in a court of competent jurisdiction for Jefferson Parish, Louisiana. Customer expressly consents to, and irrevocably and unconditionally waives any objection to, exclusive jurisdiction and venue in said forum.
- 11. NO CUSTOMER OFFSET RIGHTS.** Customer shall not, and acknowledges that it will have no right, under this Agreement or any other agreement with Company to, withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to Company, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Company, whether relating to Company's breach or non-performance of this Agreement or any other agreement between Customer and Company.
- 12. TERMS AND CONDITIONS RELATED TO THE SALE OF GOODS.** The terms of this Section 12 will apply to the sale of Goods by Company to Customer under any Agreement that includes the sale of Goods.
- 12.1. Delivery.** Subject to Company's inventory availability, the Goods shall conform to the description in the Agreement, and shipments are to be made both in the quantities and at the time specified in the Agreement. Delivery of the Goods by Company shall be according to the delivery terms specified in the Agreement.
- 12.2. Title and Risk of Loss.** Title to the Goods shall pass from Company to Customer upon delivery of the Goods in accordance with the Agreement and Company's receipt of payment in full for the Goods. Risk of loss of the Goods shall pass from Company to Customer upon delivery of the Goods in accordance with the Agreement.
- 12.3. Inspection.** Customer shall inspect the Goods immediately upon receipt. Customer shall notify Company in writing of any failure of the Goods to conform to the description in the Agreement within 15 days of delivery of the Goods. Failure to notify Company of non-conformance within such 15-day period shall be deemed an acceptance by Customer of the Goods and a waiver by Customer of any claim that the Goods do not comply with the description in the Agreement. If Customer timely notifies Company of the non-conformance within 15 days after delivery, Company shall determine, in its reasonable discretion, whether there is a non-conformance, and if Company determines that the Goods are non-conforming, Company shall, at its option, as Company's sole obligation and Customer's sole remedy, either: (i) replace the non-conforming Goods with conforming Goods; or (ii) refund to Customer such amount paid by Customer to Company for such non-conforming Goods.
- 12.4. WARRANTY DISCLAIMERS.** **COMPANY IS NOT THE MANUFACTURER OF THE GOODS. EXCEPT AS PROVIDED IN SECTION 12.3, COMPANY'S ONLY RESPONSIBILITY WITH RESPECT TO DEFECTS IN THE GOODS SHALL BE TO TRANSFER TO CUSTOMER TO THE EXTENT TRANSFERABLE, ANY MANUFACTURER'S WARRANTY WHICH COMPANY HAS IN RESPECT OF THE GOODS AND TO REASONABLY FACILITATE WARRANTY CLAIMS WHICH CUSTOMER HAS WITH THE GOODS MANUFACTURER. COMPANY HEREBY DISCLAIMS AND CUSTOMER HEREBY RENOUNCES AND WAIVES ANY AND ALL REPRESENTATIONS AND WARRANTIES IN REGARD TO THE GOODS (INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE, THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, OR OF QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE, OR OF NON-INFRINGEMENT. FURTHER, CUSTOMER DOES HEREBY RELIEVE AND RELEASE COMPANY FROM ANY AND ALL CLAIMS FOR ANY VICES OR DEFECTS IN THE GOODS, WHETHER OBVIOUS OR LATENT, KNOWN OR UNKNOWN, AND PARTICULARLY FOR ANY CLAIM OR CAUSE OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ. OR FOR DIMINUTION OF THE PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2451 ET SEQ.**
- 13. TERMS AND CONDITIONS RELATED TO THE RENTAL OF EQUIPMENT.** The terms of this Section 13 will apply to the lease of Equipment from Company to Customer under any Agreement that includes the rental of Equipment.
- 13.1. Rental and Term.** All rental rates listed in the Agreement are based on usage of the Equipment 8 hours per day, 40 hours per week, 160 hours per month. Months are calculated on a 28-day cycle. Overtime charges will be assessed for each hour (or part thereof) in excess of this usage at the hourly rental rate listed in the Agreement. The term of the rental of the Equipment begins on the date and time specified as "Date Out" in the Agreement

and terminates on the date and time specified as “Est. Date In” in the Agreement, unless earlier terminated in accordance with the Agreement (the “Rental Term”).

- 13.2. Lease.** Subject to Company’s inventory availability, Company leases the Equipment to Customer and Customer leases from Company the Equipment both in the quantities and at the time specified in the Agreement. Delivery of the Equipment for lease shall be according to the delivery terms specified in the Agreement.
- 13.3. Inspection.** Customer shall inspect the Equipment immediately upon receipt. Customer shall notify Company in writing of any failure of the Equipment to conform to the description in the Agreement within 15 days of delivery of the Equipment. Failure to notify Company of non-conformance within such 15-day period shall be deemed an acceptance by Customer of the Equipment and a waiver by Customer of any claim that the Equipment does not comply with the description in the Agreement. If Customer timely notifies Company of the non-conformance within 15 days after delivery, Company shall determine, in its reasonable discretion, whether there is a non-conformance, and if Company determines that the Equipment is non-conforming, Company shall, at its option, as Company’s sole obligation and Customer’s sole remedy, either: (i) replace the non-conforming Equipment with conforming Equipment; or (ii) refund to Customer such amount paid by Customer to Company for such non-conforming Equipment.
- 13.4. Possession; Place of Use.** So long as Customer is not in default under the Agreement it shall be entitled to the possession and use of the Equipment during the Rental Term in accordance with the terms of the Agreement. The Equipment shall only be used in the conduct of the lawful business of Customer and shall remain in the Jobsite location set forth on the Agreement, unless Company consents in writing to the removal of the Equipment from the designated location. Customer shall not, without Company’s prior written consent, part with possession or control of the Equipment or sell, pledge, mortgage, or otherwise dispose of or encumber the Equipment or any interest or right of Customer under the Agreement.
- 13.5. Security.** Company reserves the right to require a security deposit in its sole discretion. Such security deposit, if required, shall be specified in the Agreement and shall not be construed as a prepayment of rent due under this Agreement. Company has the right to offset any amounts due Company from Customer against the security deposit. If amounts due Company exceed the amount of the security deposit, Customer shall promptly pay Company the excess. If, following the end of the lease and the return of the Equipment, amounts due Company are less than the amount of the security deposit, Company will return the portion of the security deposit which exceeds the amounts due Company.
- 13.6. Maintenance and Use.** Customer shall use reasonable care when using the Equipment and shall perform the routine maintenance (e.g. checking and maintaining fuel and grease levels) necessary to ensure that the Equipment is in proper working condition before each start-up or use of the Equipment. Customer agrees that all non-routine maintenance and repairs on the Equipment shall only be performed by Company or by a third party authorized by Company. Customer agrees to use and care for the Equipment in accordance with the manufacturer’s specifications and industry standards (except to the extent industry standards are lower than the requirements of the manufacturer’s specifications) and that the Equipment will not be used for any activity that violates any applicable law, regulation, governmental order, or the Agreement. Customer agrees to restrict use of the Equipment to the authorized, trained, and qualified personnel of Customer or a third party agreed to by Company to use the Equipment on Customer’s behalf. Customer is responsible for properly training personnel for the operation of the Equipment. Customer shall notify Company immediately of any accident involving the Equipment or failure of the Equipment and any impact such accident or failure had on the use of the Equipment. Customer must also maintain complete and adequate written records of all routine maintenance and provide such documents to Company at the time of the Equipment’s return and as otherwise requested by Company from time to time. Customer will keep the Equipment free and clear of any and all liens, charges, and encumbrances with respect to Customer’s rental, possession, use, or operation of the Equipment and will not sell, assign, transfer, hypothecate, grant a security interest in, or otherwise make any disposition of any interest in any of the Equipment. Upon reasonable notice by Company, Customer will allow Company, or its agents, to inspect and have free access to the Equipment at the place where it is located.
- 13.7. Post-Rental Equipment Inspection and Repair.** At the end of the Rental Term, Customer shall notify Company that the Equipment is ready to be picked up and Company may assign Customer a pickup number. At the end of the Rental Term or upon the earlier termination of the Agreement, the Equipment is required to be in the

same condition it was in upon delivery to Customer, ordinary wear and tear excepted. Ordinary wear and tear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis. Ordinary wear and tear shall not mean (i) damage resulting from lack of lubrication or insertion of improper fuel or maintenance of necessary oil, water, and air pressure levels; (ii) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iii) damage in the nature of dents, bending, tearing, staining, corrosion, or misalignment to or of the Equipment or any part thereof; (iv) wear resulting from use in excess of shifts for which rented; or (v) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Company will promptly complete its return inspection and may complete any necessary Equipment cleaning, repair, restoration, and/or replacement so the Equipment is in the required return condition. Customer is responsible for any and all costs incurred by Company for such cleaning, repair, restoration, and/or replacement.

- 13.8. Title. Title to the Equipment shall at all times remain with Company, and Customer will at all times protect and defend, at its own cost and expense, the title of Company from and against all claims, liens, and legal processes of creditors or claimants of Customer and keep all Equipment free and clear from all such claims, liens, and processes. The Equipment is and shall remain movable property.
- 13.9. Insurance. Customer agrees, at its own cost and expense, to maintain at all times (i) commercial general liability insurance, (ii) automobile liability insurance, (iii) worker's compensation insurance and employer's liability insurance, and (iv) property, fire, theft, and comprehensive insurance covering the Equipment, each with limits and coverage terms satisfactory to Company. Customer's property insurance policies shall include Company as a loss payee, and Customer's liability insurance policies shall include each Company Indemnified Party as an additional insured. Customer's insurance policies will be primary and non-contributing and will include a waiver of subrogation in favor of each Company Indemnified Party. Any deductibles applicable to Customer's policies will be paid by Customer. Prior to commencement of the Rental Term and thereafter upon Company's request, Customer agrees to furnish Company with evidence of coverage in a manner satisfactory to Company.
- 13.10. Customer's Default. In the event of Customer's default or breach of this Agreement, in addition to Company's rights under Section 8, Company may, at its option, accelerate and declare all remaining unpaid rental amounts for the remainder of the Rental Term due and owing by Customer. In addition, Company expressly reserves all of its rights and remedies pursuant to the Louisiana Lease of Movable Act, La. R.S. 9:3301, et seq., or any other applicable law, specifically and without limitation, including its right to judicially enforce its rights specified herein, such as its right to accelerate rentals, or to terminate the Agreement. Upon receipt of notice of termination, Customer shall surrender possession of the Equipment to Company in the manner and at the place designated by Company.
- 13.11. **WARRANTY DISCLAIMERS.** COMPANY IS NOT THE MANUFACTURER OF THE EQUIPMENT. EXCEPT AS PROVIDED IN SECTION 13.3, COMPANY'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR DEFECTS IN THE EQUIPMENT, SHALL BE FOR COMPANY TO REASONABLY FACILITATE WARRANTY CLAIMS CUSTOMER HAS WITH THE MANUFACTURER OF THE EQUIPMENT. THERE ARE NO WARRANTIES OF ANY KIND BEING MADE OR GIVEN BY COMPANY WITH RESPECT TO THE EQUIPMENT, INCLUDING WITH RESPECT TO ITS QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE, OR NON-INFRINGEMENT, AND CUSTOMER HEREBY RENOUNCES AND WAIVES, ANY AND ALL WARRANTIES AND REMEDIES, WHICH CUSTOMER MAY HAVE AGAINST COMPANY ARISING BY LAW OR OTHERWISE. THE PARTIES SPECIFICALLY STATE, ACKNOWLEDGE, AND AGREE THAT THERE IS (I) NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE; AND (II) NO IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- 13.12. Change in Ownership. In the event there is a change in ownership of Customer or Customer's direct or indirect parent company, Customer shall notify Company promptly upon consummation of such change in ownership. Upon notice of a change in ownership, Company may request reasonable assurance and information that Customer can continue to fulfill Customer's obligations under this Agreement, including, without limitation, the obligation to pay the rental amount. If Customer fails to provide such information or, if Company determines, in its reasonable discretion based on the information provided, that Customer is not able to, or may

not be able to, fulfill its obligations, Company may terminate the rental of Equipment to Customer upon 10 days' notice.

14. TERMS AND CONDITIONS RELATED TO SERVICES. The terms of this Section 14 will apply to the Services performed by Company under any Agreement that includes the performance of Services.

14.1. LIMITED WARRANTIES AND DISCLAIMERS.

14.1.1. Company warrants that all Services performed by it will be performed in a good and workmanlike manner and will be free from workmanship defects for 30 days from the date the Services are performed. If a workmanship defect in the Services is found during that time and notified to Company in writing prior to the end of such 30-day period, Company will reperform the Services at no cost to Customer.

14.1.2. COMPANY IS NOT A MANUFACTURER OF THE PARTS INSTALLED OR FURNISHED BY COMPANY IN CONNECTION WITH THE SERVICES. COMPANY'S ONLY RESPONSIBILITY WITH RESPECT TO PARTS DEFECTS SHALL BE TO TRANSFER TO CUSTOMER TO THE EXTENT TRANSFERABLE, ANY MANUFACTURER'S WARRANTY WHICH COMPANY HAS IN RESPECT OF THE PARTS AND TO REASONABLY FACILITATE WARRANTY CLAIMS CUSTOMER HAS WITH THE PARTS MANUFACTURER.

14.1.3. THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF, AND CUSTOMER RENOUNCES AND WAIVES, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING REDHIBITION, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR PURPOSE OR USE, AND ANY WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE OBLIGATIONS OF COMPANY IN THIS SECTION ARE COMPANY'S SOLE OBLIGATIONS WITH RESPECT TO DEFECTS IN THE SERVICES OR PARTS AND CUSTOMER'S EXCLUSIVE REMEDIES FOR DEFECTS IN THE SERVICES OR PARTS.

15. MISCELLANEOUS.

15.1. Application for Financing/Business Account. If Customer has completed, executed, and delivered an Application for Financing/Business Account acceptable to Company, such Application is incorporated into these general terms and conditions by this reference and forms part of the Agreement.

15.2. Binding Agreement; No Assignment. This Agreement will be binding upon and enforceable by the parties, their respective successors, and permitted assigns. Customer may not assign or transfer any interest in or obligation under this Agreement without the prior written consent of Company.

15.3. Entire Agreement. The Agreement forms the entire agreement between Company and Customer, and there are no agreements or understandings between the parties, express or implied, except for those set forth in the Agreement.

15.4. No Varying Acceptance. Customer's acceptance of the Agreement is expressly limited to the terms and conditions of the Agreement. No quotation, acknowledgement, purchase order, or other document from Customer may add to or vary any term or condition of the Agreement. If Customer's acceptance of the Agreement contains additional terms or terms that vary from the terms of the Agreement, such additional or varied terms will be deemed rejected.

15.5. Amendments. Any modification of the Agreement will be of no effect unless expressly agreed to in a writing signed by Company and Customer expressly amending or modifying the Agreement.

15.6. Headings and Captions. Headings or captions in this Agreement are inserted for convenience only and will not expand, limit, modify, or affect the text of this Agreement.

15.7. Reformation; Severability. If any term or provision of this Agreement shall at any time or to any extent be invalid, illegal, or unenforceable in any respect as written, the parties intend for any court or arbitrator construing this Agreement to modify or limit such provision temporally, spatially, or otherwise so as to render

it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal, or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 15.8. Waivers.** No waiver of any provision of or default under this Agreement or failure to insist on strict performance under this Agreement will affect the right of Customer or Company, as the case may be, to enforce such provision or to exercise any right or remedy available to Customer or Company, as the case may be, in the event of any other default, whether or not similar.
- 15.9. Notices.** Unless otherwise specifically provided in this Agreement, all notices provided for or required under this Agreement will be in writing and delivered personally, mailed, sent via express delivery service, or sent via electronic mail if to Customer to the address of Customer in the Agreement and if to Company to 3799 W Airline Highway, Reserve, LA 70084, Attn: _____, Email: _____. Either party may change its address for notices by providing notice to the other party of its new notice address in accordance with this Section.
- 15.10. Survival.** The terms and conditions of this Agreement, which by their sense and context are intended to survive the suspension, termination, or expiration of this Agreement and/or Company's performance, including, but not limited to, any provisions regarding waivers, warranties, taxes, indemnity, liabilities incurred upon or prior to termination, liability limitations, remedies, title and risk of loss, and insurance, shall survive and continue in effect.
- 15.11. Electronic Signatures.** The parties agree that a manually signed copy of the applicable quote or rental agreement may be delivered by electronic mail or other means of electronic transmission and shall be deemed to have the same legal effect as delivery of a signed original counterpart of the quote or rental agreement. The parties further agree that the quote or rental agreement may be electronically signed and that the electronic signatures appearing on the quote or rental agreement are the same as manual signatures for the purposes of validity, enforceability, and admissibility.
- 15.12. Privacy:** Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and Company each collect, use, retain, disclose, and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or Company products or services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <http://www.caterpillar.com/dataprivacy>. Company's privacy statement is available at: <https://www.louisianacat.com/privacy-policy/>. Company and Caterpillar may share or disclose said personal information with the other. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or Dealer.