

SUREBUILT RENTAL TERMS & CONDITIONS

Last Updated: April 15, 2026

AGREEMENT TO LEASE

Customer ("Lessee") agrees to lease from SureBuilt / CCS ("Lessor"), at the rental prices stated in the proposal, quote, order acknowledgment, invoice, or other written agreement, the items described therein, together with any substitute, replacement, additional, accessory, packaging, palletizing, storage, transport, or related items actually delivered, all of which are collectively referred to as the "Equipment."

RENTAL PERIOD

The Rental Period begins on the date the Equipment is shipped from Lessor's facility or made available for pickup by Lessee, whichever occurs first, and continues until the Equipment is actually received back at Lessor's designated facility, counted, and accepted by Lessor. Shipping and return transit days are rental days. No rental stops merely because Equipment is no longer in use at the jobsite.

The minimum Rental Period is twenty-eight (28) days. Rental charges after the initial 28-day period are prorated on a daily basis. Rental charges are not subject to reduction for downtime, weather delay, labor issues, project delay, or non-use.

PRICING AND INVOICING

The prices stated in any quote or proposal are estimates based on Lessee's anticipated needs and are subject to adjustment based on the actual Equipment ordered, shipped, used, and returned. Rental charges do not include freight, taxes, permits, waiting time, fuel surcharges, demurrage, special handling, cleaning, repair, shortage, replacement, packaging, or other applicable charges unless expressly stated otherwise in writing.

Initial rental charges may be invoiced upon shipment, and continuing rental charges may be invoiced monthly thereafter. All invoices are due within thirty (30) days unless otherwise stated in writing. Past due amounts shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.

DELIVERY, FREIGHT, AND RETURN TRANSPORTATION

All shipments are FOB Shipping Point. All carriers, whether selected by Lessor or Lessee, shall be deemed agents of Lessee. Lessee bears all risk of loss or damage from the time Equipment leaves Lessor's facility until it is returned to and accepted by Lessor.

Lessee shall pay all delivery and return freight charges, including loading, unloading, crane time, detention, waiting time, re-delivery, unsuccessful pickup or delivery attempts, fuel surcharges, and all other transportation-related costs. If Lessor assists in arranging transportation, it does so solely as a convenience to Lessee. Lessor shall not be liable for delays, missed deliveries, missed pickups, carrier shortages, or other transportation issues outside Lessor's reasonable control.

RETURN NOTICE; PACKING; CONDITION OF RETURN

Lessee shall provide Lessor with advance notice of return shipment or requested pickup in accordance with Lessor's current return procedures. Rental charges continue until Equipment is physically received by Lessor, except to the extent Lessor expressly agrees otherwise in writing.

All returned Equipment must be sorted, counted where applicable, safely stacked, packaged, and prepared for transport in accordance with Lessor's instructions. Equipment must be returned free of excessive concrete buildup, debris, patch materials, wire, and other foreign material, normal wear excepted.

If returned Equipment is not properly sorted, packaged, stacked, or prepared for safe transport, Lessor may refuse pickup or acceptance, continue rental charges until the condition is corrected, and/or charge Lessee for resorting, repacking, unloading, loading, handling, storage, or administrative time.

PACKAGING AND MATERIAL HANDLING ITEMS

Crates, pallets, racks, containers, barrels, straps, and other packaging or material-handling items furnished by Lessor are part of the Equipment unless otherwise stated in writing and are subject to rental, shortage, damage, and replacement charges on the same basis as other Equipment.

SINGLE JOBSITE USE

Equipment is furnished for use only at the approved jobsite identified by Lessor. Lessee shall not move Equipment to another jobsite, warehouse, or location without Lessor's prior written consent. Unauthorized transfer or relocation constitutes a material breach and may result in continued rental, re-rating, additional freight, immediate repossession, and other charges.

USE OF EQUIPMENT

Lessee represents that it is experienced and competent in the safe unloading, storage, erection, use, stripping, dismantling, and return of the Equipment. Lessee shall use the Equipment only in a safe manner, in strict accordance with all applicable instructions, drawings, load limits, industry standards, OSHA requirements, and all other applicable laws and regulations.

Lessee shall immediately remove from service any Equipment that is damaged, defective, improperly fitting, or otherwise unsafe.

Lessee shall not intermingle Lessor's Equipment with non-Lessor equipment or use functionally similar parts from other suppliers together with Lessor's Equipment where fit, compatibility, or load capacity may be affected. If Equipment is mixed with non-Lessor material, Lessor's determination as to identification, count, condition, and ownership of returned material shall control absent clear evidence to the contrary.

Lessee shall not sublease, pledge, assign, lend, or otherwise transfer possession or control of the Equipment to any third party.

DRAWINGS, TECHNICAL SERVICES, FIELD SUPPORT, AND TRAINING

Any drawings, layouts, material lists, calculations, technical assistance, startup help, field service, assembly guidance, or training furnished by Lessor are provided solely as an accommodation and for general informational purposes unless otherwise expressly agreed in writing. Lessor is a supplier, not a contractor or subcontractor, and does not supervise Lessee's workforce or control jobsite means, methods, sequencing, bracing, inspections, or safety.

Lessee remains solely responsible for reviewing the suitability of all Equipment for the project, integrating any drawings or suggestions into complete project documents, verifying dimensions, loads, and conditions, and ensuring safe and lawful assembly and use.

Changes, revisions, extra site visits, special engineering, return visits, delayed starts, canceled visits, waiting time, travel time, lodging, and other support services may be billed at Lessor's then-current rates.

INSPECTION; DELIVERY DISCREPANCIES; RETURN COUNTS

Lessee shall inspect all Equipment immediately upon delivery. Any claim for shortage, visible damage, incorrect shipment, or delivery discrepancy must be made in writing within five (5) business days after delivery. Otherwise, the shipment shall be deemed complete and accepted.

After return, Lessor shall inspect and count the Equipment. Any objection to Lessor's return count, shortage determination, damage assessment, repair classification, or replacement classification must be made in writing within five (5) business days after Lessor provides the applicable report, invoice, or notice. Otherwise, Lessor's records shall be final and controlling.

Lessor's shipping documents, return documents, inventory records, inspection reports, photographs, and rental reports shall govern all determinations relating to quantities, condition, shortages, repairs, and replacement values.

SHORTAGE, LOSS, CLEANING, DAMAGE, REPAIR, AND REPLACEMENT

Lessee assumes full responsibility for the Equipment while it is in Lessee's possession or control and until it is returned to and accepted by Lessor.

Equipment not returned, lost, stolen, scrapped, destroyed, or damaged beyond repair shall be billed at Lessor's then-current replacement value, together with any related freight, handling, and administrative charges. Lessor shall determine in its reasonable discretion whether Equipment is repairable or damaged beyond repair.

Repairable items shall be restored in the manner Lessor deems appropriate, and Lessee shall pay all associated repair charges, labor, materials, cleaning, recoating, straightening, welding, concrete removal, plywood patching, edge repair, resorting, repacking, and handling charges according to Lessor's then-current rates or schedules.

Returned Equipment deemed unsafe, scrapped, or beyond repair need not be returned to Lessee.

Final cleaning charges may apply to all returned Equipment unless expressly waived in writing. Cleaning beyond standard cleaning shall be billed at Lessor's current labor and material rates.

INSURANCE

Lessee shall, at its sole cost, maintain insurance covering the full replacement value of all Equipment from the time it leaves Lessor's facility until it is returned to and accepted by Lessor, including coverage for loss, theft, casualty, transit risk, and damage. Upon request, Lessee shall furnish evidence of such insurance.

PAYMENT SECURITY / CREDIT CARD AUTHORIZATION

If Lessee pays any portion of its obligations by credit card or debit card, Lessee authorizes Lessor to charge that same card for all unpaid rental, freight, shortage, damage, repair, cleaning, tax, and other proper charges arising from the lease transaction.

Lessor may suspend deliveries, refuse additional shipments, or revoke credit terms

at any time if Lessee is past due or if Lessor reasonably believes Lessee's financial condition has materially deteriorated.

PURCHASE OPTION

If Lessee is not in default and Lessor agrees in writing, some or all Equipment may be purchased on terms separately agreed in writing. Until such written agreement is executed and all required payment is made, all Equipment remains rental Equipment owned by Lessor.

TITLE AND OWNERSHIP

Title to all rented Equipment remains at all times with Lessor. Lessee acquires no ownership rights in the Equipment. Any sale of non-rental items shall remain subject to Lessor's retained ownership rights until paid in full, if applicable.

DEFAULT; TERMINATION; REPOSSESSION

If Lessee breaches any term of this Agreement, fails to pay when due, misuses the Equipment, relocates Equipment without authorization, becomes insolvent, or if Lessor reasonably deems itself insecure, Lessor may, without prior notice where permitted by law, terminate the rental, suspend performance, enter premises where Equipment is believed located, and repossess the Equipment without liability for trespass or resulting damage, and Lessee shall remain liable for all unpaid rent, damages, freight, costs, and attorney fees.

INDEMNITY

To the fullest extent permitted by law, and except to the extent caused by Lessor's sole negligence or willful misconduct, Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, demands, liabilities, losses, damages, fines, penalties, costs, and expenses, including attorney fees, arising out of or related to the Equipment, its delivery, condition, design, transport, storage, erection, use, misuse, maintenance, dismantling, return, or possession.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL EQUIPMENT IS PROVIDED "AS IS," SUBJECT ONLY TO LESSEE'S RIGHT TO REJECT EQUIPMENT PROMPTLY UPON DELIVERY IF NONCONFORMING.

LESSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LABOR COSTS, PROJECT DELAYS, LIQUIDATED DAMAGES, LOSS OF USE, OR THIRD-PARTY CLAIMS. LESSEE'S EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO THE EQUIPMENT SHALL BE REPAIR, REPLACEMENT, OR TERMINATION OF FUTURE

RENTAL ON THE AFFECTED EQUIPMENT, AT LESSOR'S OPTION, PROVIDED LESSEE PROMPTLY NOTIFIES LESSOR AND RETURNS THE AFFECTED EQUIPMENT AS DIRECTED.

ATTORNEY FEES AND COSTS

Lessee shall reimburse Lessor for all reasonable attorney fees, collection costs, expert fees, court costs, and other expenses incurred in enforcing this Agreement, collecting amounts due, responding to claims relating to the Equipment, or recovering possession of the Equipment.

MISCELLANEOUS

This Agreement is the complete and integrated agreement of the parties regarding the lease of the Equipment and supersedes conflicting terms in any purchase order, subcontract, or other customer form, unless expressly accepted by Lessor in writing signed by an authorized officer.

No amendment is effective unless in writing signed by both parties. No waiver of any breach shall constitute a waiver of any other or later breach. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect. Time is of the essence.

ACCEPTANCE

Lessee's receipt, possession, direction to ship, or use of any Equipment constitutes Lessee's acceptance of these Rental Terms & Conditions.