

USE CLIENT'S PAGE 1 WITH SIGNATURE BLOCK BELOW

Note: This Signature Block format is provided only for reference purposes with the objective of identifying generally the recommended placement of the language appearing below.

TERMS AND CONDITIONS OF SALE – BOONE RENTALS, INC.

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side or Page 2 hereof. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST BOONE RENTALS, INC., A NORTH CAROLINA CORPORATION, D/B/A "BOONE RENT-ALL" AND D/B/A "AVERY RENT-ALL" (ALSO REFERRED TO HEREIN AS "SELLER," "BRI," "WE," "US" AND "OUR"), UNLESS SEPARATELY (AND SPECIFICALLY) APPROVED IN WRITING BY BRI.

BY SIGNING BELOW, YOU IRREVOCABLY AND UNCONDITIONALLY AUTHORIZE BRI TO CHARGE ALL AMOUNTS DUE AND COMING DUE UNDER THIS CONTRACT TO ANY AND ALL DEBIT OR CREDIT CARD(S) YOU PROVIDE. WHERE NOT PROHIBITED BY LAW, A CREDIT CARD SURCHARGE OF UP TO 4% MAY BE ADDED TO ALL AMOUNTS CHARGED TO ANY CREDIT CARD(S) YOU PROVIDE.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

You, for yourself and for the "Customer / Buyer" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the **front and reverse side (or Page 2)** of this Contract, that you have received a complete and legible copy of this Contract, and that you agree to fully and timely pay and perform all obligations of the Customer / Buyer arising hereunder.

SIGNATURE OF/FOR CUSTOMER / BUYER:

X _____

Name (Printed): _____

TERMS AND CONDITIONS OF SALE – BOONE RENTALS, INC.

In addition to the capitalized terms defined elsewhere herein, "Agreement" means the foregoing Purchase Agreement, Invoice, Purchase Order, Bill of Lading or other similar document identifying among other things, the seller, purchaser and item(s) conveyed hereunder ("Page 1") and these Terms and Conditions of Sale, taken together; "Equipment" or "Item(s)" means the item(s) sold to you, as identified on Page 1, "Buyer(s)" or "Buyer" means the party(ies) identified as the "Customer" or "Buyer" on Page 1 (also referred to herein as "you" and "your"); and "Seller(s)" or "Seller" means Boone Rentals, Inc., a North Carolina corporation, d/b/a "Boone Rent-All" and "Avery Rent-All" (also referred to herein as "BRI," "Seller," "we," "us" and "our"). BRI and Buyer(s) are sometimes referred to together herein as the "Parties" (each, a "Party"). In consideration of the promises and undertakings of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Buyer(s) agree(s) to purchase from BRI, and BRI agrees to sell to Buyer(s), the Equipment, subject to the terms of this Agreement. Buyer has selected each Item of Equipment based on Buyer's determination that it is appropriate for Buyer's intended use, application, and environment, and not based on any recommendation by BRI.

2. Buyer(s) jointly and severally agree to deliver to BRI the purchase price (a/k/a "Price") for the Equipment set forth on Page 1 (hereinafter referred to as the "Purchase Price" or "Price"), along with any additional amounts owing for subsequently ordered additions or modifications (less any previously delivered deposit(s), but otherwise without reduction, setoff or counterclaim) in US Dollars, on or prior to Buyer's receipt of the Equipment; provided however, that BRI will retain a first priority purchase money lien and security interest on all Equipment until BRI's receipt of payment of the Purchase Price in full.

3. Provided that Buyer(s) fully and timely perform its/their obligations under this Agreement, BRI will apply any Purchase Price deposits received from Buyer(s) to the Purchase Price. Such deposit(s), if any: (a) will not bear interest; (b) will not be segregated or deposited into a separate account; (c) will not be deemed a limit of any Buyer's liability to BRI; and (d) except only as provided in Section (or "§") 4 hereof, is/are non-refundable.

4. Buyer(s) hereby confirm(s) that, within 24 hours after its/their receipt of the Equipment (the "Inspection Period"), Buyer(s) shall: (a) carefully count, examine, inspect and test each Item, and (b) notify BRI of any and all shortage(s), defect(s) and/or other nonconformity(ies) in writing (a "Defect Notice"), whereafter, BRI will have a reasonable time (not less than 30 days after receipt of any Defect Notice) to investigate the claim(s) made in the Defect Notice, and provided the claimed defect(s) is/are not the direct or indirect result, in whole or in part, of any Buyer's: (i) breach of this Agreement, or (ii) wrongful or negligent act or omission, BRI may, in its sole discretion: (A) replace the subject Item(s); (B) make any necessary adjustments, repairs and/or modifications thereto; or (C) retrieve such Item(s), cancel this Agreement, and refund the net Purchase Price received by BRI for such Item(s), without being guilty of breach. The foregoing remedies are EXCLUSIVE. BUYER(S) WAIVE(S) ALL OTHER RIGHTS, CLAIMS, DAMAGES AND REMEDIES ARISING IN CONNECTION WITH THE FOREGOING as provided in Sections 8 and 9 hereof. If a Defect Notice is not timely received by BRI, Buyer will be deemed to have fully and finally accepted all Equipment, and such Equipment will be deemed a "conforming delivery" as provided in Article 2 of the Uniform Commercial Code ("UCC").

5. Each Buyer acknowledges that he/she/it is familiar with each Item of Equipment and its proper use, and that each Buyer has received, carefully reviewed, and is satisfied with, all available TRAINING, FAMILIARIZATION, INSTRUCTIONS, OPERATING AND USER MANUALS, WARNINGS and other information (including all applicable EPA, OSHA, MSHA, ANSI, NFPA, IFC, ASME, ASSE, ASME, DOT AND IEEE Standards) regarding the proper and safe transportation, use, maintenance, repair and storage of such Item(s) ("Instructions") provided by each such Item's original manufacturer ("OEM") and/or BRI. Each Buyer acknowledges and agrees that each Item of Equipment is to be used only for its intended purpose(s) (the purpose(s) for which it was designed and manufactured), in a reasonable and safe manner, and in full compliance with the Instructions and all applicable federal, state and local laws, rules and regulations. WARNING: USE, TRANSPORT, STORE, MAINTAIN AND REPAIR ALL EQUIPMENT ONLY AS PROVIDED ABOVE AND IN THE INSTRUCTIONS. ANY USE, TRANSPORTATION, STORAGE, MAINTENANCE AND/OR REPAIR FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE AND IN SUCH INSTRUCTIONS, OR CONTINUED USE OF ANY EQUIPMENT THAT IS MALFUNCTIONING, DEFECTIVE OR DAMAGED, MAY RESULT IN PERSONAL INJURY(IES), INCLUDING DEATH, AND/OR PROPERTY DAMAGE.

6. BRI IS NEITHER THE MANUFACTURER NOR THE DESIGNER OF ANY EQUIPMENT. ACCORDINGLY: (A) NO REPRESENTATION, PROMISE, GUARANTEE OR WARRANTY OF OR BY ANY MANUFACTURER, DESIGNER OR OTHER PARTY SHALL BE BINDING UPON BRI; AND (B) AS AGAINST BRI, EACH BUYER HEREBY WAIVES ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH ANY DEFECTS, ACTUAL OR ALLEGED, APPARENT OR LATENT (INCLUDING WITHOUT LIMITATION, WARNING, DESIGN AND MANUFACTURING DEFECTS) IN OR WITH RESPECT TO EACH ITEM OF EQUIPMENT.

7. WARRANTIES AND WARRANTY WAIVER: Subject to the terms hereof, BRI agrees to: (a) make available to Buyer(s), to the extent permitted by the manufacturer(s) and applicable law, any and all applicable manufacturers' warranties; and (b) reasonably assist Buyer(s) in submitting claims thereon at Buyer(s)' sole cost and expense. Except only as set forth in the preceding sentence or as required by applicable law, ALL EQUIPMENT IS PROVIDED "AS-IS" AND "WITH ALL FAULTS." BRI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY WARRANTY(IES) OF SUITABILITY, MERCHANTABILITY, UTILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, FREEDOM FROM INTERFERENCE, FREEDOM FROM INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) WITH RESPECT TO ANY EQUIPMENT OR RELATED SERVICE(S), ALL OF WHICH BUYER(S) HEREBY WAIVE(S) AND RELINQUISH(S) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

8. Except only as provided in Section 4, to the maximum extent permitted under applicable law, each Buyer hereby waives any and all rights, claims, damages and defenses (including without limitation, those arising under the common law, the Uniform Commercial Code, statute and/or otherwise) arising in connection with any use, Malfunction, failure of, or claimed defect(s) in or with respect to, any or all of the Equipment, including without limitation, rights of return or rescission, lost time, lost profits, cost of cover, storage and/or shipping, personal and/or bodily injuries, products liability, property damage, and all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages ("Claims and Damages") against BRI, its parents, affiliates, subsidiaries, suppliers, manufacturers and dealers, and their respective owners, shareholders, officers, members, managers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Seller Parties").

9. ASSUMPTION OF RISK / INDEMNITY / WAIVER: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH BUYER: (A) ASSUMES ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY (INCLUDING WITHOUT LIMITATION, DESIGN, MANUFACTURING AND WARNING DEFECTS), LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL OR ANY PORTION(S) OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, CLEANING, DISINFECTION, FUELING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL THEREOF, WHETHER OR NOT THE BUYER'S FAULT (COLLECTIVELY, "RISKS"); (B) RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE SELLER PARTIES,

for, from and against all such RISKS, as well as all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) incurred in connection with any breach of this Contract by any such Buyer; and except only as provided in § 4, (C) WAIVES all rights, remedies, claims, damages and defenses under the Uniform Commercial Code (including Articles 2 and 2A thereof), as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against the Seller Parties (and each of them).

10. Each Buyer acknowledges that such Buyer is receiving a substantial benefit (a reduced Purchase Price), as a material portion of the consideration received by Buyer in exchange for the decreased risk to BRI resulting from the inclusion of the preceding waiver and indemnity, and other risk-shifting provisions, without which, a higher Price would be charged.

11. The obligations of Buyer(s) and guarantor(s) hereunder are unconditional. If any Buyer or any guarantor(s) of any Buyer's obligations hereunder shall: (a) fail to fully and timely pay or perform any one or more of its/their obligations under this Agreement and/or under any other agreement(s) with BRI; (b) provide incorrect or misleading information to BRI; (c) become insolvent; or (d) die or cease conducting business, or if BRI shall reasonably deem itself insecure; all Buyer(s) will be in default hereunder and/or at BRI's option, under such other agreement(s), whereupon BRI may, with or without legal process or notice, and without liability to any Buyer or guarantor: (i) terminate this Agreement and/or any one or more of such other agreement(s); (ii) withhold, disable, shut down, restrict and/or retrieve any Equipment; (iii) retain all payment(s) and deposits paid by or for Buyer(s) hereunder and/or under any such other agreement(s); (iv) recover BRI's associated direct and indirect damages, losses, costs and expenses (including without limitation, the Purchase Price, reasonable attorneys' fees, costs of collection and/or repossession, and interest as provided herein) from Buyer(s) and/or any guarantor(s), as joint and several obligors; and/or (v) pursue any one or more other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative and unimpaired.

12. These Terms and Conditions of Sale shall be deemed to add to (and shall not limit or impair) the terms set forth on Page 1. All of BRI's rights and remedies shall be deemed cumulative. All shipments from BRI will be deemed EXW (*Incoterms 2020*), unless otherwise specifically agreed in writing by BRI. Buyer(s) shall fully and timely pay any and all taxes (including without limitation, federal, state, county, municipal and local sales, use, value added, SMM, environmental, bulk transfer, and other taxes), fees, duties, and assessments arising in connection with any Item of Equipment and/or the transactions referenced herein. No Buyer shall assign this Agreement or any of its obligations arising hereunder without BRI's express written consent. The provisions of this Agreement shall be limited only to the extent required by law and shall be severable. If any such provision is deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be deleted, and the remaining provisions hereof shall continue in effect. This Agreement, together with the applicable Instructions, all of which are incorporated herein, sets forth the full and final agreement of the Parties. Except only as expressly provided above, this Agreement may be modified only by the Parties' separate, written agreement. No pictures, samples, models, drawings, specifications, descriptions, or advertisements constitute representations or warranties by BRI. BRI may, at its sole option, file of record a copy of this Agreement and/or one or more UCC-1 financing statements reflecting its security interest (if any) in the Equipment. Buyer(s) will pay all costs and expenses incurred by BRI (including reasonable attorneys' fees) in recording and/or enforcing this Agreement. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. Anything to the contrary contained herein notwithstanding, BRI's maximum liability to Buyer arising hereunder or in connection herewith shall be limited to the amounts actually paid by Buyer to BRI in exchange for the Equipment. Each Buyer: (a) authorizes BRI to investigate such Buyer's credit history and to charge all amounts due hereunder to any credit card(s) provided by any Buyer; and (b) agrees to pay BRI a fee equal to the maximum lawful charge for: (i) any such credit card or charge that is declined; (ii) any check provided by any Buyer which is returned unpaid; and (iii) any payment delivered after the due date thereof.

13. The parties acknowledge and agree that this Agreement: (a) is fair and reasonable under the circumstances; and (b) shall be interpreted under the laws of North Carolina. At BRI's option, disputes arising in connection herewith shall be submitted to binding arbitration before a single arbitrator selected by BRI under the rules of the American Arbitration Association ("AAA") at the AAA's offices located in or nearest to Boone, NC. Proper venue for any and all other civil legal proceedings commenced in connection herewith shall lie solely in the federal and state courts located in or nearest to Watauga County, NC (unless waived by BRI). Buyer(s) consent and submit to such arbitration, jurisdiction and venue and waive all claims to the contrary as well as any claim(s) that such venue lies in an inconvenient forum. ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER WILL BE DETERMINED ON AN INDIVIDUAL BASIS, AND EACH PARTY HERETO UNCONDITIONALLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT (T)HERE TO. EACH PARTY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

14. Each Buyer agrees to take such actions, and to execute and deliver all such documents (including credit applications and authorizations) as may be necessary or appropriate to give full effect to this Agreement. The Parties' handwritten, digital, electronic, photocopied or facsimiled signatures and initials appearing on this Agreement will be enforceable as originals for all purposes.

The Parties have carefully read, fully understand and hereby agree to the terms of this Agreement, and acknowledge that this Agreement represents the valid, enforceable and legally binding obligation and agreement of each of such Parties. Each Party further acknowledges that a complete copy of these Terms and Conditions printed in at least 10-point font has been made available to such Party.

TERMS AND CONDITIONS OF SALE – BOONE RENTALS, INC.
(Enlarged Version)

In addition to the capitalized terms defined elsewhere herein, "Agreement" means the foregoing Purchase Agreement, Invoice, Purchase Order, Bill of Lading or other similar document identifying among other things, the seller, purchaser and item(s) conveyed hereunder ("Page 1") and these Terms and Conditions of Sale, taken together; "Equipment" or "Item(s)" means the item(s) sold to you, as identified on Page 1, "Buyer(s)" (or "Buyer") means the party(ies) identified as the "Customer" or "Buyer" on Page 1 (also referred to herein as "you" and "your"); and "Seller(s)" (or "Seller") means Boone Rentals, Inc., a North Carolina corporation, d/b/a "Boone Rent-All" and "Avery Rent-All" (also referred to herein as "BRI," "Seller," "we," "us" and "our"). BRI and Buyer(s) are sometimes referred to together herein as the "Parties" (each, a "Party"). In consideration of the promises and undertakings of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Buyer(s) agree(s) to purchase from BRI, and BRI agrees to sell to Buyer(s), the Equipment, subject to the terms of this Agreement. Buyer has selected each Item of Equipment based on Buyer's determination that it is appropriate for Buyer's intended use, application, and environment, and not based on any recommendation by BRI.
2. Buyer(s) jointly and severally agree to deliver to BRI the purchase price (a/k/a "Price") for the Equipment set forth on Page 1 (hereinafter referred to as the "Purchase Price" or "Price"), along with any additional amounts owing for subsequently ordered additions or modifications (less any previously delivered deposit(s), but otherwise without reduction, setoff or counterclaim) in US Dollars, on or prior to Buyer's receipt of the Equipment; *provided however*, that BRI will retain a first priority purchase money lien and security interest on all Equipment until BRI's receipt of payment of the Purchase Price in full.
3. Provided that Buyer(s) fully and timely perform its/their obligations under this Agreement, BRI will apply any Purchase Price deposits received from Buyer(s) to the Purchase Price. Such deposit(s), if any: (a) will not bear interest; (b) will not be segregated or deposited into a separate account; (c) will not be deemed a limit of any Buyer's liability to BRI; and (d) except only as provided in Section (or "§") 4 hereof, is/are **non-refundable.**
4. Buyer(s) hereby confirm(s) that, within 24 hours after its/their receipt of the Equipment (the "Inspection Period"), Buyer(s) shall: (a) carefully count, examine, inspect and test each Item, and (b) notify BRI of any and all shortage(s), defect(s) and/or other nonconformity(ies) in writing (a "Defect Notice"), whereafter, BRI will have a reasonable time (not less than 30 days after receipt of any Defect Notice) to investigate the claim(s) made in the Defect Notice, and provided the claimed defect(s) is/are not the direct or indirect result, in whole or in part, of any Buyer's: (i) breach of this Agreement, or (ii) wrongful or negligent act or omission, BRI may, in its sole discretion: (A) replace the subject Item(s); (B) make any necessary adjustments, repairs and/or modifications thereto; or (C) retrieve such Item(s), cancel this Agreement, and refund the net Purchase Price received by BRI for such Item(s), without being guilty of breach. The foregoing remedies are **EXCLUSIVE.** BUYER(S) WAIVE(S) ALL OTHER RIGHTS, CLAIMS, DAMAGES AND REMEDIES ARISING IN CONNECTION WITH THE FOREGOING as provided in Sections 8 and 9 hereof. If a Defect Notice is not timely received by BRI, Buyer will be deemed to have fully and finally accepted all Equipment, and such Equipment will be deemed a "conforming delivery" as provided in Article 2 of the Uniform Commercial Code ("UCC").
5. Each Buyer acknowledges that he/she/it is familiar with each Item of Equipment and its proper use, and that each Buyer has received, carefully reviewed, and is satisfied with, all available **TRAINING, FAMILIARIZATION**, instructions, operating and user manuals, warnings and other information (including all applicable **EPA, OSHA, MSHA, ANSI, NFPA, IFC, ASME, ASSE, ASME, DOT AND IEEE Standards**) regarding the proper and safe transportation, use, maintenance, repair and storage of such Item(s) ("Instructions") provided by each such Item's original manufacturer ("OEM") and/or BRI. Each Buyer acknowledges and agrees that each Item of Equipment is to be used **only for its intended purpose(s) (the purpose(s) for which it was designed and manufactured)**, in a reasonable and safe manner, and in full compliance with the Instructions and all applicable federal, state, and local laws, rules and regulations. **WARNING: USE, TRANSPORT, STORE, MAINTAIN AND REPAIR ALL EQUIPMENT ONLY AS PROVIDED ABOVE AND IN THE INSTRUCTIONS. ANY USE, TRANSPORTATION, STORAGE, MAINTENANCE AND/OR REPAIR FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS SPECIFIED ABOVE AND IN SUCH INSTRUCTIONS, OR CONTINUED USE OF ANY EQUIPMENT THAT IS MALFUNCTIONING, DEFECTIVE OR DAMAGED, MAY RESULT IN PERSONAL INJURY(IES), INCLUDING DEATH, AND/OR PROPERTY DAMAGE.**
6. **BRI IS NEITHER THE MANUFACTURER NOR THE DESIGNER OF ANY EQUIPMENT. ACCORDINGLY: (A) NO REPRESENTATION, PROMISE, GUARANTEE OR WARRANTY OF OR BY ANY MANUFACTURER, DESIGNER OR OTHER PARTY SHALL BE BINDING UPON BRI; AND (B) AS AGAINST BRI, EACH BUYER HEREBY WAIVES ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH ANY DEFECTS, ACTUAL OR ALLEGED, APPARENT OR LATENT (INCLUDING WITHOUT LIMITATION, WARNING, DESIGN AND MANUFACTURING DEFECTS) IN OR WITH RESPECT TO EACH ITEM OF EQUIPMENT.**
7. **WARRANTIES AND WARRANTY WAIVER:** Subject to the terms hereof, BRI agrees to: (a) make available to Buyer(s), to the extent permitted by the manufacturer(s) and applicable law, any and all applicable manufacturers' warranties; and (b) reasonably assist Buyer(s) in submitting claims thereon at Buyer(s)' sole cost and expense. Except only as set forth in the preceding sentence or as required by applicable law, ALL EQUIPMENT IS PROVIDED "AS-IS" AND "WITH ALL FAULTS." BRI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY WARRANTY(IES) OF **SUITABILITY, MERCHANTABILITY, UTILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, FREEDOM FROM INTERFERENCE, FREEDOM FROM INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE**) WITH RESPECT TO ANY EQUIPMENT OR RELATED SERVICE(S), ALL OF WHICH BUYER(S) HEREBY WAIVE(S) AND RELINQUISH(S) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
8. Except only as provided in Section 4, to the maximum extent permitted under applicable law, each Buyer hereby waives any and all rights, claims, damages and defenses (including without limitation, those arising under the common law, the Uniform Commercial Code, statute and/or otherwise) arising in connection with any use, Malfunction, failure of, or claimed defect(s) in or with respect to, any or all of the Equipment, including without limitation, rights of return or rescission, lost time, lost profits, cost of cover, storage and/or shipping, personal and/or bodily

TERMS AND CONDITIONS OF SALE (ENLARGED VERSION)

injuries, products liability, property damage, and all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages ("Claims and Damages") against BRI, its parents, affiliates, subsidiaries, suppliers, manufacturers and dealers, and their respective owners, shareholders, officers, members, managers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Seller Parties").

9. ASSUMPTION OF RISK / INDEMNITY / WAIVER: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **EACH BUYER: (A) ASSUMES ALL RISK** OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY (INCLUDING WITHOUT LIMITATION, DESIGN, MANUFACTURING AND WARNING DEFECTS), LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL OR ANY PORTION(S) OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, CLEANING, DISINFECTION, FUELING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL THEREOF, WHETHER OR NOT THE BUYER'S FAULT (COLLECTIVELY, "RISKS"); **(B) RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE SELLER PARTIES**, for, from and against all such RISKS, as well as all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) incurred in connection with any breach of this Contract by any such Buyer; and except only as provided in § 4, **(C) WAIVES** all rights, remedies, claims, damages and defenses under the Uniform Commercial Code (including Articles 2 and 2A thereof), as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against the Seller Parties (and each of them).

10. Each Buyer acknowledges that such Buyer is receiving a substantial benefit (a reduced Purchase Price), as a material portion of the consideration received by Buyer in exchange for the decreased risk to BRI resulting from the inclusion of the preceding waiver and indemnity, and other risk-shifting provisions, without which, a higher Price would be charged.

11. The obligations of Buyer(s) and guarantor(s) hereunder are unconditional. If any Buyer or any guarantor(s) of any Buyer's obligations hereunder shall: (a) fail to fully and timely pay or perform any one or more of its/their obligations under this Agreement and/or under any other agreement(s) with BRI; (b) provide incorrect or misleading information to BRI; (c) become insolvent; or (d) die or cease conducting business, or if BRI shall reasonably deem itself insecure; all Buyer(s) will be in **default** hereunder and/or at BRI's option, under such other agreement(s), whereupon BRI may, with or without legal process or notice, and without liability to any Buyer or guarantor: (i) terminate this Agreement and/or any one or more of such other agreement(s); (ii) withhold, disable, shut down, restrict and/or retrieve any Equipment; (iii) retain all payment(s) and deposits paid by or for Buyer(s) hereunder and/or under any such other agreement(s); (iv) recover BRI's associated direct and indirect damages, losses, costs and expenses (including without limitation, the Purchase Price, reasonable attorneys' fees, costs of collection and/or repossession, and interest as provided herein) from Buyer(s) and/or any guarantor(s), as joint and several obligors; and/or (v) pursue any one or more other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative and unimpaired.

12. These Terms and Conditions of Sale shall be deemed to add to (and shall not limit or impair) the terms set forth on Page 1. All of BRI's rights and remedies shall be deemed cumulative. All shipments from BRI will be deemed EXW (*Incoterms 2020*), unless otherwise specifically agreed in writing by BRI. Buyer(s) shall fully and timely pay any and all taxes (including without limitation, federal, state, county, municipal and local sales, use, value added, SMM, environmental, bulk transfer, and other taxes), fees, duties, and assessments arising in connection with any Item of Equipment and/or the transactions referenced herein. **No Buyer shall assign this Agreement or any of its obligations arising hereunder without BRI's express written consent.** The provisions of this Agreement shall be limited only to the extent required by law and shall be severable. If any such provision is deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be deleted, and the remaining provisions hereof shall continue in effect. This Agreement, together with the applicable Instructions, all of which are incorporated herein, sets forth the full and final agreement of the Parties. Except only as expressly provided above, this Agreement may be modified only by the Parties' separate, written agreement. No pictures, samples, models, drawings, specifications, descriptions, or advertisements constitute representations or warranties by BRI. BRI may, at its sole option, file of record a copy of this Agreement and/or one or more UCC-1 financing statements reflecting its security interest (if any) in the Equipment. Buyer(s) will pay all costs and expenses incurred by BRI (including reasonable attorneys' fees) in recording and/or enforcing this Agreement. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. **Anything to the contrary contained herein notwithstanding, BRI's maximum liability to Buyer arising hereunder or in connection herewith shall be limited to the amounts actually paid by Buyer to BRI in exchange for the Equipment.** Each Buyer: (a) authorizes BRI to investigate such Buyer's credit history and to charge all amounts due hereunder to any credit card(s) provided by any Buyer; and (b) agrees to pay BRI a fee equal to the maximum lawful charge for: (i) any such credit card or charge that is declined; (ii) any check provided by any Buyer which is returned unpaid; and (iii) any payment delivered after the due date thereof.

13. The parties acknowledge and agree that this Agreement: (a) is fair and reasonable under the circumstances; and (b) shall be interpreted under the laws of North Carolina. At BRI's option, disputes arising in connection herewith shall be submitted to binding arbitration before a single arbitrator selected by BRI under the rules of the American Arbitration Association ("AAA") at the AAA's offices located in or nearest to Boone, NC. Proper venue for any and all other civil legal proceedings commenced in connection herewith shall lie solely in the federal and state courts located in or nearest to Watauga County, NC (unless waived by BRI). Buyer(s) consent and submit to such arbitration, jurisdiction and venue and waive all claims to the contrary as well as any claim(s) that such venue lies in an inconvenient forum. **ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER WILL BE DETERMINED ON AN INDIVIDUAL BASIS, AND EACH PARTY HERETO UNCONDITIONALLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT (T)HERETO. EACH PARTY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.**

14. Each Buyer agrees to take such actions, and to execute and deliver all such documents (including credit applications and authorizations) as may be necessary or appropriate to give full effect to this Agreement. The Parties' handwritten, digital, electronic, photocopied, or facsimiled signatures and initials appearing on this Agreement will be enforceable as originals for all purposes.