



BP WORKS EQUIPMENT RENTAL TERMS AND CONDITONS

1. DEFINITIONS.

- a. “BP Works” means BP Works and its affiliates, representatives, employees, agents, and subcontractors acting on behalf of the Customer to secure the use of rental equipment.
- b. “Customer” means the person or entity renting Equipment through BP Works, together with its employees, agents, representatives, contractors, subcontractors, invitees, and any person Customer permits to use or access the Equipment.
- c. “Equipment” means the equipment, machines, tools, attachments, accessories, related items, and any related services arranged by BP Works for Customer, whether supplied directly or through a third-party vendor, lessor, supplier, or service provider.
- d. “Supplier” means the third-party owner, lessor, rental company, service provider, or vendor providing the Equipment or services.
- e. “Rental Documents” means the quote, proposal, order confirmation, invoice, delivery ticket, rental schedule, credit documents, and these Terms and Conditions, together with any applicable Supplier terms and conditions, operating instructions, manuals, and safety requirements.
- f. “Rental Period” begins when the Equipment is delivered to Customer, made available for pickup, or otherwise placed at Customer’s disposal, and continues until the Equipment is returned, accepted by the Supplier, and all amounts due are paid in full.
- g. “Site” means the location where the Equipment will be delivered, installed, used, stored, or retrieved.
- h. “Incident” means any accident, loss, theft, vandalism, misuse, damage, casualty, injury, death, governmental fine, lien, seizure, environmental release, or claim of any kind relating to the Equipment or its use, possession, transportation, erection, dismantling, loading, unloading, or storage.
- i. “Loss Value” means the full replacement value, fair market value, or other amount chargeable by the Supplier in connection with lost, stolen, destroyed, or irreparably damaged Equipment, together with freight, taxes, administrative charges, downtime, and related costs, as applicable.
- j. “Authorized Users” means only those persons who are properly trained, qualified, legally eligible, and authorized by Customer to use the Equipment in compliance with all applicable laws, instructions, and safety requirements.

- k. “Rental Protection Plan” or “RPP” means any optional rental protection, damage waiver, loss-sharing program, or similar arrangement that BP Works offers or passes through for a specific rental, as described in the applicable Rental Documents, and is not insurance.

2. ACCEPTANCE OF TERMS; BROKER ROLE; PASS-THROUGH TERMS. Customer accepts these Terms and Conditions by signing any Rental Document, requesting delivery, permitting use of the Equipment, or paying any invoice. BP Works is not the manufacturer and, unless expressly agreed in writing, is not the owner, lessor, operator, installer, or maintenance provider of the Equipment. Customer acknowledges that each rental may also be subject to applicable Supplier terms, operating rules, delivery requirements, insurance requirements, damage waivers, and other conditions, all of which are incorporated into the Rental Documents by reference to the extent applicable. Customer agrees that BP Works passes through to Customer any obligations, liabilities, restrictions, charges, loss allocations, and risk-shifting terms imposed by the Supplier in connection with the Equipment or services. In the event of a conflict between these Terms and applicable mandatory Supplier requirements, the stricter provision or the provision required to preserve BP Works’ rights against the Supplier shall control to the extent permitted by law.

3. PERMITTED USE. Customer shall use the Equipment only at the approved Site, only for its intended purpose, and only in a careful, safe, lawful manner consistent with all manuals, warnings, manufacturer requirements, Supplier requirements, and applicable federal, state, and local laws, regulations, ordinances, permits, and jobsite rules. Before use, Customer shall inspect the Equipment and confirm that it is suitable for Customer’s intended use and appears to be in acceptable operating condition. Customer shall immediately discontinue use and notify BP Works if the Equipment is unsafe, damaged, defective, malfunctioning, overloaded, improperly delivered, or otherwise not suitable. Customer is solely responsible for selecting the Equipment, ensuring that the Site is suitable, obtaining all required permits, maintaining safe access, protecting the Equipment from theft or damage, and ensuring that only Authorized Users operate or handle the Equipment. Customer acknowledges that BP Works relies on Customer’s descriptions of the jobsite, scope, dimensions, load requirements, access conditions, and intended use when arranging Equipment.



4. PROHIBITED USE. Customer shall not: (a) allow any unauthorized, untrained, intoxicated, or impaired person to use the Equipment; (b) move the Equipment from the Site without prior written approval of BP Works; (c) alter, modify, repair, remove safety devices from, or tamper with the Equipment; (d) use the Equipment in violation of any law, permit, manufacturer instruction, or Supplier requirement; (e) overload, abuse, misuse, or operate the Equipment beyond rated capacity; (f) use the Equipment in hazardous or unsuitable ground, weather, electrical, environmental, or site conditions without all required precautions; (g) sublease, assign, pledge, transfer, or allow any lien or encumbrance to attach to the Equipment; or (h) permit the Equipment to be seized, levied upon, abandoned, or retained by any third party. Customer shall be responsible for all resulting loss, damage, delay, cost, and liability arising from any prohibited use.

5. MAINTENANCE, SERVICE, AND DOWNTIME.

Customer shall perform ordinary daily care, inspections, fueling, charging, lubrication, secure storage, and other routine operator-level maintenance required by the manufacturer or Supplier. Customer shall not perform repairs unless expressly authorized in writing. All requests for service, replacement, removal, or inspection must be submitted promptly to BP Works, which may coordinate with the Supplier. BP Works does not warrant response times, uptime, or availability of substitute equipment. Rental charges continue during the Rental Period unless BP Works or the Supplier expressly agrees otherwise in writing. Customer remains responsible for all damage, excessive wear, contamination, cleaning, missing parts, tire or track damage, boom damage, overturn, abuse-related damage, and any repair or replacement costs not attributable solely to ordinary wear and tear as determined by the Supplier or other responsible party.

6. CUSTOMER RISK OF LOSS; INCIDENTS. During the Rental Period, Customer assumes all risk arising from the selection, delivery, possession, custody, control, erection, installation, use, misuse, transportation, loading, unloading, storage, maintenance, and return of the Equipment, including all risk of loss, theft, disappearance, damage, vandalism, casualty, personal injury, death, property damage, environmental harm, delay, fines, penalties, and downtime, regardless of fault except to the extent caused by the gross negligence or willful misconduct of a party that cannot be disclaimed by law. Upon any Incident, Customer shall immediately stop using the Equipment, protect the Equipment and surrounding area, notify BP Works and all appropriate emergency authorities, preserve evidence, cooperate fully in the investigation, and provide all requested reports, photos, witness information, and insurance details. Customer shall remain liable for all rental and related charges until the Equipment is repaired, replaced, or accepted back by the Supplier, as applicable.

7. DISCLAIMER OF WARRANTIES. BP WORKS IS ACTING ON BEHALF OF THE CUSTOMER TO SECURE THE EQUIPMENT RENTALS AND RELATED SERVICES AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ANY SERVICES, OR ANY SUPPLIER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, CAPACITY, COMPATIBILITY, AVAILABILITY, OR PERFORMANCE. ALL EQUIPMENT AND SERVICES ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” BASIS, SUBJECT SOLELY TO SUCH RIGHTS AS CUSTOMER MAY HAVE DIRECTLY AGAINST THE SUPPLIER OR MANUFACTURER, IF ANY. CUSTOMER ACKNOWLEDGES THAT BP WORKS HAS NOT DESIGNED THE JOBSITE, SELECTED HOW THE EQUIPMENT WILL BE USED, SUPERVISED OPERATORS, OR CONTROLLED SITE CONDITIONS, AND CUSTOMER IS NOT RELYING ON BP WORKS FOR ENGINEERING, SAFETY MANAGEMENT, OR OPERATIONAL SUPERVISION.

8. RELEASE; INDEMNIFICATION; DEFENSE. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BP WORKS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AS WELL AS ANY APPLICABLE SUPPLIER TO THE EXTENT BP WORKS IS OBLIGATED TO PROVIDE SUCH PROTECTION OR PASS THROUGH SUCH OBLIGATIONS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, FINES, PENALTIES, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING ATTORNEYS’ FEES) ARISING OUT OF OR RELATING TO: (a) THE EQUIPMENT OR ITS DELIVERY, INSTALLATION, ERECTION, USE, MISUSE, LOADING, UNLOADING, OPERATION, POSSESSION, STORAGE, TRANSPORT, REMOVAL, OR RETURN; (b) ANY INCIDENT; (c) CUSTOMER’S BREACH OF THE RENTAL DOCUMENTS; (d) CUSTOMER’S FAILURE TO COMPLY WITH APPLICABLE LAW, JOBSITE REQUIREMENTS, OR SUPPLIER REQUIREMENTS; OR (e) ANY CLAIM BY CUSTOMER’S EMPLOYEES, SUBCONTRACTORS, AGENTS, INVITEES, OR THIRD PARTIES IN CONNECTION WITH THE EQUIPMENT OR PROJECT. THIS SECTION IS INTENDED TO APPLY EVEN IF A CLAIM IS ASSERTED AGAINST BP WORKS BASED IN PART ON ALLEGED NEGLIGENCE, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW OR TO THE EXTENT CAUSED BY BP WORKS’ SOLE GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT.
CUSTOMER'S OBLIGATIONS UNDER THIS SECTION
SURVIVE THE END OF THE RENTAL PERIOD.

9. INSURANCE. Customer shall maintain, at its sole cost, insurance meeting all requirements stated in the Rental Documents and any applicable Supplier requirements, including at a minimum: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence or such greater amount required for the transaction, including contractual liability coverage sufficient to support Customer's indemnity obligations; (b) physical damage, inland marine, rented equipment, or property coverage on an all-risk basis for the full replacement value or Loss Value of the Equipment; (c) workers' compensation insurance as required by law and employer's liability coverage; and (d) automobile liability insurance if the Equipment is transported on public roads or by Customer-controlled vehicles. When requested, such policies shall name BP Works and any required Supplier parties as additional insureds on a primary and noncontributory basis, include waivers of subrogation in favor of such parties, and name the applicable Supplier and/or BP Works as loss payee as their interests may appear. Customer shall provide certificates of insurance and endorsements before delivery and at any time upon request.

Customer's insurance shall be primary to any insurance maintained by BP Works. Customer's insurance obligations do not limit Customer's liability under the Rental Documents.

**10. RENTAL PROTECTION PLAN, INSURANCE
OPTION, OR FULL LIABILITY**

ACKNOWLEDGMENT. Customer must, for each rental transaction, complete one of the following before any Equipment is released: (a) enroll in the Rental Protection Plan ("RPP") if offered for that rental; (b) provide evidence, in form and substance satisfactory to BP Works, that Customer maintains the insurance required by Section 9, including the Equipment coverage described in Section 9(b), in each case as applicable to the Equipment and the rental transaction; or (c) execute the Liability Acknowledgment in which Customer expressly accepts 100% liability for all loss of or damage to the Equipment and all related charges. No Equipment will be released unless one of these three options is completed to BP Works' satisfaction. The RPP, if elected and accepted by BP Works, is not insurance, is not a warranty or maintenance program, and only provides the limited contractual risk allocation expressly stated in the applicable Rental Documents. If Customer does not elect the RPP and does not provide acceptable evidence of the insurance required by Section 9, Customer shall execute the Liability Acknowledgment and remain fully and unconditionally liable for the full Loss Value of the Equipment and all related charges, without limitation, as set forth in the signed Full Liability Acknowledgment and the other Rental Documents.

If BP Works offers Customer an RPP for a specific rental, and Customer affirmatively accepts the RPP before delivery of that Equipment, then, subject to the terms stated in the applicable quote, schedule, order acknowledgment, or other Rental Documents, BP Works will apply the limited risk-sharing terms of that RPP solely to the direct physical loss of or damage to the rented Equipment arising from accidental events during Customer's authorized use of the Equipment during the Rental Period. The RPP does not cover bodily injury, damage to other property, third-party claims, environmental liabilities, theft, disappearance, vandalism, misuse, abuse, overloading, operation by unauthorized or unqualified persons, operation in violation of law or manufacturer guidance, use outside the agreed Site or Rental Period, failure to secure the Equipment, exposure to corrosive or hazardous substances, intentional acts, gross negligence, or striking overhead objects or utilities, except only to the extent expressly stated otherwise in the applicable Rental Documents. Customer remains responsible for any deductible, excluded loss, and all charges outside the limited scope of the RPP.

If Customer elects to satisfy Section 10 through its own insurance, Customer must provide certificates, endorsements, and any other evidence reasonably requested by BP Works showing compliance with Section 9, including the property coverage described in Section 9(b), and such election does not reduce Customer's responsibility for deductibles, exclusions, uncovered loss, policy defenses, or any amounts not paid by the insurer.

If Customer does not elect the RPP and does not provide acceptable evidence of the insurance required by Section 9, Customer must execute BP Works' Full Liability Acknowledgment before delivery and, by doing so, agrees that Customer is 100% liable for all loss of or damage to the Equipment, including the full Loss Value and all related charges, regardless of whether Customer maintains insurance for such loss. This Section allocates risk only as between BP Works and Customer and does not limit any separate indemnity, defense, payment, or insurance obligations owed by Customer under the Rental Documents.

11. PRICING; CHARGES; TAXES. Rental rates and quoted pricing are estimates unless otherwise expressly fixed in writing and may be based on Customer's stated Rental Period, shift usage, Site conditions, scope, and availability. Customer shall pay all rental charges and all other amounts arising from the transaction, including delivery and pickup, freight, mobilization, demobilization, waiting time, setup, dismantling, operator charges if applicable, service calls, environmental charges, fuel, cleaning, damage, loss, excess usage, overtime or double-shift charges, permits, taxes, governmental fees, tolls, disposal fees, and all other pass-through Supplier charges associated with the rental. BP Works may invoice Customer

for any amount charged to BP Works by the Supplier that relates to Customer's rental or project, including additional charges identified after delivery, return, inspection, or claim review.

12. PAYMENT TERMS. Unless BP Works has approved written credit terms, all charges are due in advance or upon invoice as stated in the Rental Documents. Amounts not paid when due may accrue a service charge at the lesser of 1.5% per month or the highest rate permitted by law. Customer shall reimburse BP Works for all costs of collection, including reasonable attorneys' fees, court costs, and collection agency fees. Customer may not withhold, offset, back-charge, or set off amounts due without BP Works' prior written consent. Customer shall review invoices promptly and notify BP Works in writing of any good-faith billing dispute within 15 days after receipt or the invoice will be deemed accepted to the extent permitted by law. BP Works may require deposits, prepayment, additional security, or suspension of service if Customer's account becomes delinquent or BP Works reasonably deems itself insecure.

13. RETURN; PICKUP; CONTINUING CHARGES.

Customer shall return the Equipment, or make it available for pickup, at the end of the Rental Period in the same condition as received, ordinary wear and tear excepted, free of liens, hazardous substances, and excessive debris, and otherwise in the condition required by the Supplier. If BP Works or the Supplier is responsible for pickup, Customer must request pickup in accordance with the applicable procedure and remains responsible for the Equipment until the Equipment is actually recovered and accepted. Rental and related charges continue until return is completed and the Equipment is accepted, even if Customer has stopped using it, unless the Rental Documents expressly state otherwise. Customer shall provide safe, lawful, and unobstructed access for delivery and retrieval and is responsible for additional costs caused by delay, standby time, site inaccessibility, crane or rigging needs, failed pickup attempts, or blocked access.

14. TITLE; NO PURCHASE RIGHTS. Customer acknowledges that title to the Equipment remains with the Supplier or other rightful owner at all times unless a separate written purchase agreement is executed. Customer acquires no ownership, security, or other property interest in the Equipment by reason of the rental transaction, and Customer shall not represent otherwise.

15. DEFAULT; REMEDIES. Customer is in default if Customer fails to pay amounts due, breaches any Rental Document, fails to maintain insurance, misuses the Equipment, becomes insolvent, interferes with recovery of the Equipment, provides inaccurate credit or project information, or otherwise places BP Works or the Supplier at risk. Upon default, BP Works may, in addition to any other remedies available at law or in equity, suspend performance, cancel

open orders, declare all outstanding amounts immediately due, charge Customer for all resulting losses, and recover the Equipment without notice where permitted by law. Customer authorizes BP Works and the Supplier to enter the Site and any other location where the Equipment is reasonably believed to be located for purposes of inspection, service, or recovery, provided such entry is lawful. Customer is responsible for any court costs, attorneys' fees, and/or other expenses related to the recovery of said Equipment. Customer waives claims for incidental disruption caused by lawful recovery of the Equipment.

16. UNLAWFUL RETENTION. Customer acknowledges that failure to return rented Equipment when required, concealment of Equipment, use of false information to obtain Equipment, or refusal to permit lawful recovery may subject Customer to civil liability and, where applicable, criminal investigation or prosecution.

17. FUEL, CLEANING, AND ENVIRONMENTAL CHARGES. Customer is responsible for fuel, charging, DEF, batteries, consumables, and all cleaning, decontamination, disposal, environmental handling, and restoration charges associated with the Equipment or Site conditions caused by Customer's project or use. If Equipment is returned with less fuel or charge than required, excessively dirty, contaminated, or containing regulated substances or waste, Customer shall pay all refueling, cleaning, disposal, environmental response, and downtime charges assessed by BP Works or passed through from the Supplier.

18. DATA; TELEMATICS; PRIVACY. Equipment may contain GPS, telematics, cameras, access controls, and other monitoring technologies operated by the Supplier, manufacturer, or service provider. Customer consents to the collection, use, disclosure, and retention of Equipment-related operational, location, performance, and usage data in connection with the rental transaction, asset protection, maintenance, billing, safety, legal compliance, and claims handling. BP Works may share rental and project information with the Supplier and other service providers to administer the transaction.

19. ACCOUNT SUSPENSION; ORDER REJECTION. BP Works may suspend, refuse, or cancel any order or account, in whole or in part, for credit concerns, suspected fraud, lack of equipment availability, unsafe site conditions, legal compliance concerns, Supplier restrictions, or any other commercially reasonable basis.

20. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, BP WORKS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST USE, PROJECT DELAY, LIQUIDATED DAMAGES, BUSINESS INTERRUPTION,

OR COST OF SUBSTITUTE PERFORMANCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, BP WORKS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE RENTAL TRANSACTION SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO BP WORKS FOR THE SPECIFIC RENTAL GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21. JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND BP WORKS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THE RENTAL DOCUMENTS OR THE RENTAL TRANSACTION.

22. DISPUTE RESOLUTION. Any dispute arising out of or relating to the Rental Documents shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts-of-law rules. The courts located in Bucks County, Pennsylvania shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms or any order, and Customer consents to personal jurisdiction and venue in those courts. BP Works may seek temporary, preliminary, or injunctive relief in any court of competent jurisdiction to protect the Equipment, enforce payment obligations, or preserve its rights against the Supplier or third parties.

23. COMPLIANCE WITH LAW; RELOCATION RESTRICTIONS. Customer shall comply with all laws and regulations applicable to the rental, transport, erection, use, operation, and return of the Equipment, including occupational safety, transportation, permitting, environmental, wage, licensing, and import/export requirements. Customer shall not relocate the Equipment across state lines or outside the United States without prior written approval if such approval is required by BP Works or the Supplier.

24. GOVERNING LAW. The Rental Documents and any dispute arising out of or relating to them shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles, except to the extent a different governing law is required to enforce mandatory pass-through rights in favor of a Supplier.

25. FORCE MAJEURE. BP Works shall not be liable for delays, nonperformance, or inability to arrange delivery, pickup, replacement equipment, or related services caused by events beyond BP Works' reasonable control, including acts of God, extreme weather, labor shortages, transportation disruption, supply chain interruption, government action, war, terrorism, epidemic, pandemic, civil unrest, utility failure, or

Supplier nonperformance not caused by BP Works' own breach.

26. ENTIRE AGREEMENT; ORDER OF PRECEDENCE; MISCELLANEOUS. The Rental Documents constitute the entire agreement between Customer and BP Works concerning the rental transaction and supersede prior discussions relating to that transaction, except that any separately executed master agreement between Customer and BP Works shall control to the extent of a direct conflict. If a Supplier requires use of additional or different rental terms for a specific transaction, such terms are incorporated to the extent applicable. If any provision of the Rental Documents is held invalid or unenforceable, the remaining provisions will remain in effect. Headings are for convenience only. No waiver is effective unless in writing. Customer may not assign its rights or obligations without BP Works' prior written consent. Electronic signatures, electronic acceptances, and electronic records are binding to the same extent as originals.

27. SURVIVAL; ACKNOWLEDGMENT. All provisions concerning payment, risk allocation, indemnity, insurance, disclaimer of warranties, limitation of liability, dispute resolution, governing law, return obligations, and all other obligations that by their nature should survive shall survive expiration, cancellation, or termination of the Rental Period or Rental Documents. BY REQUESTING OR ACCEPTING EQUIPMENT OR SERVICES THROUGH BP WORKS, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO THESE TERMS AND CONDITIONS.