



9925 Industrial Drive, Bridgeview, IL 60455

800.878.7305 ar@rentlgh.com www.rentlgh.com

Thank you for your interest in LGH as well as your request to apply for credit. Please see the following documents associated with opening an account with LGH.

They include the following:

- Credit Application
- LGH Order Policy and Procedures
- Sample of the Invoicing Procedure
- LGH Terms and Conditions
- LGH W9

In order to expedite your request, it is important that you complete the Credit Application and Terms and Conditions, and fax it back to LGH Accounts Receivable at (708) 598-4778 or email it to ar@rentlgh.com. We will then be able to begin the new account procedure and process your request as soon as possible.

We may require the use of a debit or credit card for all first-time orders, and we accept MasterCard, Discover, Visa, and American Express (*USA only*). If you would prefer to be set up as a credit card only account, please follow the directions on the credit application form. If paying by credit card, please note that we impose a surcharge on all credit cards. Our surcharge does not exceed our cost of acceptance.

LGH was founded in the United Kingdom in 1970 and began operations in the United States in 1990. Today, our operations continue to expand worldwide with local rental representatives and rental equipment facilities to provide superior service to our customers wherever their job may be. We are the premier source in lifting equipment rental for hoisting, pulling, winching, rigging, jacking, material handling and safety equipment. We can help with virtually any conceivable lifting or moving need.

Thank you again for your interest in LGH, and please complete and return the following Credit Application and Terms and Conditions. We look forward to providing you with the best products and service within the industry.

Sincerely,

Michelle N. Lee
A/R Collections Manager – USA Operations



THE LIFTING EXPERTS

9925 Industrial Drive, Bridgeview, IL 60455

800.878.7305 ar@rentlgh.com www.rentlgh.com

Credit Application Form

BUSINESS INFORMATION

Official Company Name: _____

Bill To: _____ Ship To: (if different) _____

Main Phone: _____

Invoice Distribution Preference: () Mail or () Email A/P Email: _____

Is PO Mandatory?: () Yes () No Note: Please provide us with copies of applicable sale tax exemption certificates.

Check One: () Corporation () Partnership () Proprietorship () Subsidiary of or () Division of

Years in Operation: _____ SIC Code: _____

D&B#: _____ Federal ID#: _____

President / CEO: _____ Treasurer / Controller: _____

VP/Finance: _____ A/P Manager: _____

HOW DID YOU HEAR ABOUT US?

Check One:

() Search Engine (Google, Bing, etc.) () LinkedIn () Facebook () Instagram () YouTube () LGH Sales Rep () Customer Referral () Tradeshow/Expo () Magazine () E-mail () Jobsite

TERMS OF ACCOUNT

The terms you are requesting: () Line of Credit () Credit Card Only

If requesting a line of credit, please also fill out the Credit Card Information and Trade References since we may require your first order to be paid by credit card.

CREDIT CARD INFORMATION (REQUIRED)

Type of Card: () Mastercard () Visa () Discover () American Express (USA only)

Credit Account Number: _____ Security Code: _____ Expiration Date: _____

Cardholder Name: _____ Billing Zip Code: _____

E-mail Receipt To: _____

Cardholder's Signature: _____

I agree to pay the amount indicated in the contract and perform the obligations set forth in the cardholder's agreement with the issuer. This card will be kept on file and may be charged at the time of order unless another card is provided, or we are otherwise notified. If terms on account are credit card only, this card will be charged for all future orders unless another card is provided. If paying by credit card, please note that we impose a surcharge on all credit cards. Our surcharge does not exceed our cost of acceptance.

TRADE REFERENCES - FILL OUT ONLY IF APPLYING FOR LINE OF CREDIT

Reference 1: _____ Contact: _____

Phone: _____ Email: _____

Reference 2: _____ Contact: _____

Phone: _____ Email: _____

Reference 3: _____ Contact: _____

Phone: _____ Email: _____

TOTAL AGREEMENT

This is the final expression of the agreement between you and Lifting Gear Hire Corporation (LGH) and may not be contradicted by evidence of any alleged oral agreement. By signing above you are authorizing us to charge your credit card as required. I/We undersigned being authorized on behalf of the customer, have read and agree to abide by the general condition of business shown on the LGH Terms and Conditions.

Prepared by (print) _____

Title _____

Prepared by (signature) _____

Date _____

Policy and Procedures

1. All orders require a P.O.#.
2. All rentals are 1 week minimum.
3. Monthly rates are for 28 days.
4. Daily rates are 1/7 of the weekly rates.
5. LGH offers discounts based upon duration of rental - determined when order is initially placed.
6. Rentals start the day after shipment if shipped by a common carrier such as UPS or FedEx. LGH would prefer to ship equipment collect. If it is necessary to be shipped prepaid, a charge will be added to the freight invoice.
7. For customer pick up, rentals start the day of pick up.
8. For local delivery by LGH, rates are determined depending upon distance of delivery site from the LGH warehouse from where the equipment will be delivered.
9. Rental stops when customer contacts LGH to terminate the rental and receives an off-rental release number. LGH would prefer for a customer to return equipment prepaid.
10. If it is required and requested for LGH to pre-pay for the customer's freight, a charge will be added to the customer's freight bill for this service.
11. Test certificates are available upon request.
12. Any damaged rental equipment will be evaluated. The customer will be notified via a damage report outlining the damage and cost. If no response is received within 7 days an invoice will be issued for the repairs.
13. Any lost equipment will be charged at replacement cost, and in addition, all rental fees accrued to date must be paid in full.
14. CANCELLATION FEE: A 30% of the rental or sale value of the order that had been prepared for delivery or pick-up will be the fee for cancelling the order. Any material purchased for completion of an order will be invoiced in full.
15. It is our corporate policy to make every effort possible to replace or repair any inoperable equipment as quickly as possible. If determined to be the fault of the user, all cost for the replacement or repair will be invoiced to the customer.
16. Transaction taxes on rental equipment will be charged according to the rules of all governments and municipalities in your area.
17. If you feel your order is tax exempt, proof of tax exemptions are required. Please submit via fax to (708) 598-4778 or email ar@rentlgh.com in order to avoid being charged tax.

Sample of Invoicing Procedure

1. Rental minimum is 1 week or 7 days
2. Monthly rates are for 28 days.
The monthly rate is divided by 4 for the weekly rate for computer purposes.
The weekly rate is then divided by 7 days to establish a daily rate for invoicing purposes.
3. Your invoices will show a date range that is multiplied by the daily rate to establish the charges for that particular piece of equipment.

Please Note:

LGH Rental "Time" Standard
1 Month = 4 weeks (28 days)
1 week = 7 days

Example Accounts Payable Process:

Established Monthly Rate = \$2800.00
Divide the Monthly Rate by 4 to get the Weekly Rate = $\$2800 / 4 = \700.00
Divide the Weekly Rate by 7 to get the Daily Rate = $\$700.00 / 7 = \100 a day
Rental Period = 1 week and 5 days
Total = \$700 (the week) + \$500 (5 days) = \$1200

Questions? Call 800-878-7305 for assistance.

TERMS AND CONDITIONS OF RENTAL & SALE CONTRACT WITH LIFTING GEAR HIRE CORPORATION

For good and valuable consideration, you and Lifting Gear Hire Corporation, an Illinois corporation ("LGH") agree as follows:

- 1.** As used herein, "Page 1" or "P.1" refers to the Delivery Ticket, Quote, or Order Confirmation provided to you by LGH; "Contract" refers to P.1 together with these Terms and Conditions of Contract, "\$" means a numbered Section of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented (or if applicable, sold) to you, as identified on P.1 (including any "Instructions" described in § 5); "Site" means the Delivery Address or Job Site set forth on P.1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1 and "Lessor," "we," "us" and "our" mean LGH.
- 2.** You agree to rent from LGH and LGH agrees to rent to you the Rented Item(s) for the period commencing on the date and time the Item(s) is/are delivered or made available to you by LGH (the "Commencement Date") until the later of: (a) the end of the 7th day following the Commencement Date, or (b) the date and time the rental is terminated by either you or LGH, and LGH provides to you an "off-rental" release number (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by LGH in the return condition required under this Contract (including § 4). All rental rates are for normal use of the Rented Item(s) in accordance with the terms hereof and the "Instructions" described in § 5. No allowance will be made for weekends, holidays, or other period(s) of nonuse. You agree: (a) to pay to LGH: (i) any deposit and/or prepayment specified on P.1 in advance of the Term ("Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to LGH; and (iv) all Prepayments are non-refundable unless otherwise specifically agreed in writing by LGH. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.
- 3.** You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless LGH. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).
- 4.** You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time at the end of the Term, complete, clean, free of contamination (including silica, beryllium and asbestos), and in good condition, properly serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, the full new replacement cost of the Rented Item(s)).
- 5.** Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Rented Items), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by LGH; and: (b) you: (i) have received, read and understand all applicable laws, rules, regulations, training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, EPA, OSHA, MSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA, UL, DOT, FMCSA, IFTA, SAIA and other standards) pertaining to the Rented Item(s) and/or the use or operation thereof (collectively, "Instructions") all of which are incorporated herein; (ii) will fully comply therewith; (iii) have been offered all applicable safety items and personal protective equipment (INCLUDING RESPIRATORY AND FALL PROTECTION DEVICES) on reasonable terms; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, permits, authorizations and approvals; (vii) will advise all applicable Utilities Protection Service(s), mark all underground utilities and cables in advance as required by law (Illinois requirements: Call 811 Before You Dig. You must provide notice to owners and operators of underground utilities or CATS facilities as required under the Illinois Underground Utility Facility Damage Prevention Act, 220 ILCS 50/1 et seq. (as amended, the "Act"), not less than 48 hours prior to the start of any excavation or demolition. Refer to the Act for more details.) and timely obtain all applicable licenses, permits, authorizations and approvals, as well as the consent(s) of the owner(s) of the Site, prior to commencement of the Term; (viii) will immediately cease using any Rented Item that malfunctions, breaks down or proves defective (a "Malfunction"); and (ix) will ensure that all others (including all end-users of the Rented Item(s)) fully and timely comply with this Contract at all times. You will notify LGH immediately if any of the above statements is/are or becomes incorrect at any time.
- 6.** In the event of a "Malfunction" (as defined in § 5), you will immediately notify LGH, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return any unused Deposit and cancel this Contract with respect to the Malfunctioning Item. **The foregoing remedies are EXCLUSIVE.** Neither LGH nor any Owner will have any other obligation(s) regarding Malfunctions, all of which you waive.
- 7.** Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), LGH owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligations to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; or (b) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. LGH may at any time: (i) substitute for any Rented Item(s) one or more other item(s) of similar utility; and/or (ii) sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who shall not be responsible for, any pre-existing obligations or liabilities of LGH.

8. WARNINGS: SAFETY WARNINGS: THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE **FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS** TO ALL USERS, OPERATORS AND OCCUPANTS OF SUCH ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) **for its intended purpose(s)**; (ii) within its rated capacity; (iii) at the Site; (iv) **BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS (SEE § 9)**; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (I) abuse, misuse, overuse, conceal, repair, modify or damage any Rented Item; or (II) expose any such Item(s) to any harmful or hazardous substances or circumstances.

9. CERTIFICATIONS: VARIOUS FEDERAL, STATE AND/OR LOCAL JURISDICTIONS, INCLUDING WITHOUT LIMITATION, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (“OSHA”), THE STATES OF NEW YORK, NEW JERSEY, PENNSYLVANIA, MASSACHUSETTS, CONNECTICUT AND RHODE ISLAND, AND THE CITIES OF NEW YORK, NY, AND PHILADELPHIA, PA, REQUIRE (OR IN THE FUTURE, MAY REQUIRE) THAT CRANE OPERATORS BE CERTIFIED BY ONE OR MORE PUBLIC, PRIVATE, AND/OR MILITARY CERTIFICATION AUTHORITIES. You agree to fully and timely comply, and to ensure that all others who may use, operate and/or occupy any Rented Item(s) fully and timely comply with all applicable laws, rules, standards, regulations, guidelines and ordinances pertaining to each Rented Item (including without limitation, all applicable crane operator standards, rules, regulations, and certification requirements). Without limiting the generality of the foregoing, YOU WILL ENSURE THAT: (A) **ONLY INDIVIDUALS WHO MAINTAIN CURRENTLY VALID AND APPROPRIATE LICENSES AND CERTIFICATIONS FROM ALL APPLICABLE GOVERNMENTAL AUTHORITIES AND/OR OTHER ISSUING BODIES OPERATE OR HAVE ACCESS TO ANY CRANE(S), RIGGING, VEHICLE(S) AND/OR OTHER POTENTIALLY DANGEROUS ITEM(S) OBTAINED FROM LGH OR ANY TPO**; and (B) all United States Department of Transportation (“USDOT”) requirements (including properly affixing your USDOT number(s) to any and all rented commercial vehicles) are fully and timely satisfied.

10. LGH WARRANTS THAT EACH OF THE ITEM(S) REFERENCED ON P1. WILL BE FREE OF KNOWN AND APPARENT (TO LGH) DEFECTS UPON COMMENCEMENT OF THE TERM. LGH IS NOT THE MANUFACTURER OR DESIGNER OF SUCH ITEM(S). ACCORDINGLY, SUCH ITEM(S) ARE OTHERWISE PROVIDED “AS-IS”. EXCEPT ONLY AS OTHERWISE SET FORTH IN THIS SECTION 10 AND/OR REQUIRED BY APPLICABLE LAW, NEITHER LGH NOR ANY TPO, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS OR GOOD AND WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF LGH OR ANY TPO, NOR DOES LGH OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY LGH OR ANY TPO.

11. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS 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, FUELING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, “RISKS”); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, LGH, EACH TPO**, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an “Indemnitee” and collectively, the “Indemnitees”), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys’ fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, sublessees, successors and/or assigns; and except only as provided in § 6, **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each Indemnitee. Notwithstanding anything contained in any purchase order or other communication to the contrary, in the event LGH provides you with rigging plans, you acknowledge and agree that said rigging plans are only examples of what might work as a rigging plan. LGH makes no representation or warranty that said rigging plans will be sufficient for your project or particular job. You agree to have any rigging plans that you use reviewed and approved by your engineer or an engineer that you hire prior to any use. You hereby agree to indemnify and hold LGH harmless from any liability, claim, damages, losses, costs and expenses, including attorneys’ fees resulting from any rigging plans provided by LGH.

12. You agree to maintain such policies of insurance, with such insurers, as LGH may require, but in any event, at least: (a) liability insurance coverage with minimum limits of at least \$2,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full new replacement cost thereof (each being specifically scheduled or within the limits of your Leased/Rented Equipment Floater, and including without limitation, cranes, boom damage, and loss occasioned by flood); and (c) Workers’ Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees. Such policies shall: (i) name LGH as an additional insured and loss payee (other than with respect to workers’ compensation insurance); (ii) be deemed to waive subrogation against LGH; and (iii) be primary and non-contributory (LGH’s insurance will be excess). You hereby appoint LGH as your agent and attorney-in-fact to submit and negotiate claims on all such policies. **IF YOU FAIL TO FULLY AND TIMELY COMPLY HEREWITH, LGH MAY, AT ITS OPTION TO THE EXTENT PERMITTED UNDER APPLICABLE LAW (BUT WITHOUT BEING REQUIRED TO DO SO) OBTAIN OTHER INSURANCE MEETING THE FOREGOING REQUIREMENTS AND CHARGE YOU FOR IT (ALL OF WHICH CHARGES YOU AGREE TO PAY TO LGH IMMEDIATELY UPON DEMAND).**

13. Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease

conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, loss of use, interest, attorneys' fees, collection costs and costs of court); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

14. To the maximum extent permitted under applicable law, LGH will be entitled to a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. LGH may, without notice or liability to you, monitor and/or inspect (in person and/or electronically) any Rented Item(s) at any time. You consent thereto and agree that all information generated thereby will be the property of LGH. If any performance required of LGH is delayed or rendered impractical as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond LGH's reasonable control), LGH will be excused from such performance. You waive the benefits of all statutes of limitations regarding LGH's rights and remedies. 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. You authorize LGH to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all offsets, chargebacks, and other associated claims. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Except only as set forth herein, this Contract cannot be further amended or extended except in a writing signed by both you and LGH. LGH's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you to LGH hereunder. You agree to fully and timely pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use and other taxes), tolls, fines, fees, assessments and other charges related to each Item and/or this Contract. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any of our rights or remedies.

15. This Contract, and any Addenda provided by LGH, represent the entire agreement between you and LGH, superseding all other oral and written agreements and representations (including LGH's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in enforceable. Time is of the essence. **This Contract applies to all Item(s) identified on P.1, and to all other items you obtain from LGH at any time** (except only as otherwise agreed by LGH). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any right to claim it constitutes an "adhesion contract"); (b) cannot be modified except as provided herein or as agreed in writing by LGH; (c) shall bind and be enforceable by you, Lifting Gear Hire Corporation, the other Indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto); and (d) shall be interpreted and enforced under the laws of Illinois, with proper venue for all associated civil legal proceedings lying solely in the federal, state and local courts located in or nearest to Cook County, IL. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

16. Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms hereof, modified ("*mutatis mutandis*") as necessary to address sales. All Item(s) not identified as "Sale Items" on Page 1 will be deemed "Rented Item(s)."

17. WARNING: FAILURE TO RETURN RENTED PROPERTY CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION. YOUR ATTENTION IS DIRECTED TO ILCS, Ch. 720, Art. 5, §§16-1.1, 16-3 and 16A-3(h), *et seq.*, and its/their successor provision(s).

The undersigned Lessee acknowledges and agrees that, from time to time, it may rent one or more additional Item(s) from LGH. By signing below, Lessee acknowledges and agrees that it will be bound by the foregoing Terms and Conditions with respect to each Item identified on the applicable P.1, each time it receives such Item(s), **WITHOUT THE NECESSITY OF SIGNING A NEW AGREEMENT IN EACH INSTANCE. LESSEE'S RECEIPT OF SUCH ITEM(S) NOW OR AT ANY TIME IN THE FUTURE, WHETHER DIRECTLY OR THROUGH ONE OR MORE OF LESSEE'S AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, SHALL CONSTITUTE LESSEE'S ACKNOWLEDGMENT OF, AND AGREEMENT TO, THE TERMS HEREOF (AND OF EACH APPLICABLE "P.1") IN EACH SUCH INSTANCE.**

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:
You, for yourself and for the "Customer / Lessee," acknowledge and agree that you have carefully reviewed, fully understand, **and agree to** all of the terms and conditions set forth above as well as "P.1" as defined in §1 above), and that you have received a complete and legible copy of this Contract.

SIGNATURE OF/FOR CUSTOMER / LESSEE:
Company Name: _____
By: _____
Name (Printed): _____
Title: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Lifting Gear Hire Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor
- C corporation
- S corporation
- Partnership
- Trust/estate
- LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
- Other (see instructions) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

9925 S Industrial Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Bridgeview, IL 60455

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					

or

Employer identification number									
3	6	-	3	6	9	2	3	6	3

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date 1/06/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they