

SATILLA EQUIPMENT COMPANY

RENTAL POLICY

2228 Screven Avenue, Waycross, GA 31501 | 912-548-4643

This Rental Policy governs equipment rented from Satilla Equipment Company, LLC ("SEC") and works with each customer's reservation, rental order, invoice, and any incorporated policy or addendum.

EQUIPMENT SUBJECT TO RENTAL

SEC shall rent to the customer the equipment identified on the applicable reservation, rental order, invoice, or other transaction record. Each transaction record is incorporated into and governed by this Rental Policy.

PAYMENT TERMS

All rental charges are due and must be paid before the rental begins or before equipment is released or delivered, unless SEC has approved other payment terms in writing. The customer is responsible for rental charges, taxes, delivery/pickup, fuel, cleaning, overtime, damage, loss, recovery, and all other applicable charges. Additional charges incurred during or after the rental are due when billed.

LATE PAYMENT FEE / RETURNED PAYMENTS

Any unpaid balance remaining more than **7 days after its due date will be assessed a late fee equal to 5% of the unpaid balance**, to the extent permitted by law. A \$40 fee applies to each returned or non-sufficient-funds check, to the extent permitted by law.

SECURITY DEPOSIT

SEC may require a security deposit. SEC may apply the deposit to unpaid rental charges, damage, loss, fuel, cleaning, overtime, recovery, or other amounts due. Any remaining refundable balance will be returned after the rental is closed. Deposits do not bear interest.

RENTAL TERM / EXTENSIONS

The rental term is the period shown on the applicable rental transaction. Keeping equipment beyond the agreed return date or time does not automatically create an extension. Extensions require SEC approval and are subject to availability and additional charges.

LOCATION OF EQUIPMENT

Equipment must remain at the approved job site or location and may not be moved to another job site, county, state, or other location without SEC's prior approval.

AUTHORIZED OPERATOR / CARE AND OPERATION

The only person permitted to operate the equipment is the customer/person who rented the equipment, unless another operator has been specifically approved by Satilla Equipment Company. The customer may not allow family members, friends, employees, subcontractors, coworkers, or any other person to operate the equipment without prior SEC approval. Any approved operator must be competent, properly trained, legally qualified, and comply with all terms of this Rental Policy. **The customer remains fully responsible for the equipment and for the acts, omissions, damage, misuse, or negligence of any approved operator.** Unauthorized operation may constitute a default under this policy and may result in loss of applicable RDW benefits for resulting damage or loss.

CUSTOMER-OWNED ATTACHMENTS OR EQUIPMENT PROHIBITED

No attachment, implement, accessory, trailer, tool, machine, or other equipment owned, supplied, rented, or obtained by the customer or any third party may be connected to, installed on, paired with, powered by, towed by, or otherwise used with SEC equipment. Only attachments, accessories, and equipment supplied or specifically approved in writing by SEC may be used. The customer is responsible for all damage, loss, downtime, recovery, or other costs resulting from violation of this requirement, and such damage may be excluded from Rental Damage Waiver coverage.

PROHIBITED USE

The customer may not overload, abuse, race, intentionally damage, use for an unlawful purpose, sublease, loan, rent to another person, remove safety devices, defeat alarms, alter, modify, or permit unauthorized repairs to the equipment without SEC's written approval.

DAILY CHECKS / MAINTENANCE

The customer is responsible for routine operator checks during the rental, including fluid levels, visible leaks, tires/tracks, warning indicators, and other manufacturer-required daily checks. The customer must not perform repairs or maintenance beyond routine checks without SEC authorization.

DUTY TO STOP USE AND REPORT PROBLEMS

The customer must immediately stop operating the equipment and contact SEC if there is damage, a malfunction, warning light, alarm, leak, overheating, unusual noise, low-fluid condition, unsafe condition, or other suspected problem. Continued operation after a known or reasonably apparent problem may make the customer responsible for resulting damage.

SEC RIGHT OF INSPECTION / TELEMATICS

SEC may inspect its equipment at reasonable times and may use installed GPS, telematics, hour meters, diagnostic systems, or similar equipment data for location, maintenance, security, billing, recovery, and investigation of loss or damage.

ACCEPTANCE OF EQUIPMENT

The customer must inspect the equipment upon receipt and promptly report visible damage, missing items, incorrect attachments, or other discrepancies. Use of the equipment constitutes acceptance of its condition except for conditions promptly reported to SEC.

OWNERSHIP

All equipment remains the personal property of SEC. The customer receives only a temporary right to possess and use the equipment under the rental terms and acquires no ownership interest.

RISK OF LOSS OR DAMAGE

The customer assumes responsibility for loss of or damage to the equipment while it is in the customer's possession or control, subject only to any applicable Rental Damage Waiver terms. The customer remains responsible for excluded damage and charges not waived by RDW.

RENTAL DAMAGE WAIVER (RDW)

If RDW is charged or selected for a rental, coverage and customer responsibility are governed exclusively by SEC's separate RDW Policy in effect for that rental. RDW is not insurance. A customer's ongoing acknowledgment of the RDW Policy does not guarantee RDW will be offered or offered at the same rate on every rental.

LIABILITY / INDEMNITY

To the extent permitted by law, the customer is responsible for claims, injuries, property damage, fines, penalties, towing, impoundment, and other liabilities arising from the customer's possession, operation, transportation, or misuse of the equipment, except to the extent caused by SEC's own conduct for which liability cannot lawfully be waived. The customer agrees to indemnify and hold SEC harmless to the extent permitted by applicable law.

INSURANCE

Commercial customers must maintain appropriate liability and casualty/property coverage for rented equipment as required by SEC. If a commercial customer elects to waive RDW, valid proof of rental-equipment coverage with SEC listed as Loss Payee must be provided before the rental.

EQUIPMENT HOURS / OVERTIME

Standard included usage is: 4 hours per half-day; 8 hours per day; 16 hours per 2-day rental; 40 hours per week; and 160 hours per 4-week rental. Usage above the included hours will be billed at the overtime rate applicable to the equipment, generally \$25-\$75 per hour unless a different rate is shown on the rental transaction.

CLEANING

Equipment must be returned reasonably clean. Cleaning charges generally range from \$50-\$250 depending on condition and required labor. Excessive mud, concrete, asphalt, paint, chemicals, manure, trash, hazardous residue, or other difficult contamination may result in additional actual cleaning, disposal, or remediation charges.

FUEL

Equipment is provided with a full fuel tank unless otherwise documented. Less than 3 gallons missing is included. If more than 3 gallons are required to refill the equipment, the customer will be charged at SEC's current fuel rate.

CREDIT / PAYMENT METHOD ON FILE

A valid payment method may be required on file. The customer authorizes SEC, to the extent permitted by law and the applicable payment authorization, to charge amounts due under a rental transaction, including unpaid rent, overtime, fuel, cleaning, damage, loss, recovery, and other agreed charges.

DELIVERY / PICKUP / CUSTOMER TOWING

Delivery and pickup are subject to site accessibility and safe conditions. The customer must provide accurate site information and a safe area for loading/unloading. If the customer tows SEC equipment, proof of valid vehicle insurance is required and the customer is responsible for using a properly rated tow vehicle, hitch, trailer connection, safety chains, brakes, and securement. The customer is responsible for damage or liability caused by improper towing, loading, securement, or transportation.

WEATHER / SITE CONDITIONS / ACTS OF GOD

SEC is not responsible for delays, downtime, inaccessible sites, or damages caused by weather, flooding, storms, natural disasters, acts of God, or unsafe site conditions. The customer is responsible for determining whether the job site and ground conditions are safe and suitable for operation.

BREAKDOWNS / DOWNTIME

Mechanical problems must be reported promptly. SEC will determine the appropriate response, which may include repair, replacement equipment when available, or termination of the rental. No credit or reimbursement for downtime is guaranteed unless approved by SEC. Damage, misuse, or excluded conditions are not considered ordinary mechanical breakdowns.

FIELD SERVICE / RECOVERY

Service, towing, recovery, transportation, parts, and labor resulting from customer-caused damage, misuse, improper operation, stuck or inaccessible equipment, or other non-covered conditions may be charged to the customer under the rental transaction and applicable SEC

policies.

LATE RETURN / FAILURE TO RETURN

Late returns are subject to additional rental charges. Failure to return equipment when due, refusal to surrender equipment after demand, or interference with SEC's recovery rights constitutes default and may result in repossession/recovery and additional costs.

DEFAULT / SEC RIGHTS

Failure to pay amounts due, provide required insurance, safeguard the equipment, return it when due, or comply with this policy or the applicable rental transaction constitutes default. Upon default, SEC may terminate the rental, take possession of the equipment where lawfully permitted, suspend future rentals, and recover amounts and reasonable costs allowed by law. The customer shall not conceal, disable tracking, block access to, or otherwise interfere with lawful recovery of SEC equipment.

THEFT / SECURITY

The customer must take reasonable steps to safeguard equipment and keys from theft, vandalism, and unauthorized use. Theft or vandalism must be reported promptly to SEC and law enforcement. Any RDW treatment of theft or vandalism is governed by the separate RDW Policy.

PERSONAL PROPERTY

SEC is not responsible for tools, materials, valuables, or other personal property left in or on returned, recovered, or serviced equipment.

NO GUARANTEE OF SUITABILITY

SEC does not guarantee that equipment selected by the customer is suitable for a particular job, soil condition, load, clearance, terrain, application, or intended result. The customer is responsible for selecting appropriate equipment and using it within its capabilities.

LEGAL FEES / COLLECTION

In any legal action or collection proceeding, the prevailing party may recover attorney fees and costs to the extent permitted by the rental agreement and applicable Georgia law.

NOTICE

Notices may be delivered in person or sent to the mailing address, email address, or phone number on file when appropriate. The customer is responsible for keeping contact information current.

ASSIGNMENT

The customer may not assign or transfer a rental or its obligations without SEC's prior written consent.

GOVERNING LAW / SEVERABILITY / WAIVER

This policy and rental transactions are governed by Georgia law. If any provision is found unenforceable, it will be limited or severed to the minimum extent necessary while the remaining provisions continue in effect. SEC's failure to enforce a provision on one occasion does not waive future enforcement.

CERTIFICATION

The customer certifies that information supplied to SEC, including identity, contact, payment, insurance, job-site, towing, and operator information, is accurate and complete.

ONGOING RENTAL POLICY ACKNOWLEDGMENT

By digitally signing or accepting this Rental Policy, the customer acknowledges that they have received, read, understand, and agree to comply with it. This acknowledgment applies to the customer's **current rental and all future rentals** with Satilla Equipment Company unless this policy is materially revised or replaced. Each future rental remains subject to the equipment, dates, rates, fees, RDW selection/rate, delivery terms, and other transaction-specific terms shown or communicated for that rental. The version of this policy and applicable rates in effect at the time of each rental will apply. SEC may require a new acknowledgment whenever this policy is materially revised or replaced.

ENTIRE AGREEMENT / RELATIONSHIP TO OTHER POLICIES

This Rental Policy, the applicable rental transaction, and any incorporated SEC policy or addendum - including the RDW Policy when applicable - together form the agreement for that rental. Transaction-specific terms control over inconsistent general terms. No oral modification is binding unless authorized by SEC and documented in writing.