

**GENERAL RENTAL TERMS AND CONDITIONS  
(IBC/ISO TANKS)**

**1. Rental Orders:**

- 1.1. Any quote, proposal, offer, or order (each, a "Rental Order") for the rental of IBCs, ISOs, or Hardware (in each case as defined below) or related equipment (collectively, "Equipment") by Hoover Materials Handling Group, Inc. dba Hoover CS ("Hoover") to an entity to which Hoover furnishes Equipment ("Customer") is subject to acceptance by Hoover.
- 1.2. Any Rental Orders accepted will be governed by these terms and conditions ("Terms and Conditions") and any additional terms agreed to in writing in the Rental Order. These Terms and Conditions and any such additional terms collectively referred to herein as the "Contract" and Hoover and Customer are each referred to herein as "Party" and collectively as the "Parties".
- 1.3. Each Rental Order will contain the specific terms for each unit of Equipment rented, including a description and daily rental amount. The Equipment may include containers compliant with the International Standards Organization (each an "ISO") or intermediate bulk containers (each, an "IBC"). In the event Customer utilizes Hoover's level monitoring and/or asset location service, the Equipment shall also include any monitors, associated or attached GPS and cellular equipment, such as RFID and GPS units, and associated reading and communication equipment (collectively, "Hardware").

2. **Rental Term:** The minimum rental term for each unit of Equipment shall begin on the date the Equipment is tendered for shipment or transit to Customer and will continue for the number of months indicated on the Rental Order for such Equipment (the "Minimum Rental Term"). Upon the expiration of the Minimum Rental Term, the rental term shall automatically renew for additional, successive, thirty (30) calendar day periods unless either Party gives thirty (30) day prior written notice of termination (the Minimum Rental Term, plus all extensions as described herein, the "Rental Term"); provided that the Rental Term for each unit of Equipment will only conclude on the date the Equipment is deemed to have been returned pursuant to the then current Return Procedures, as found at <https://hooversolutions.com/resources/> ("Return Procedures"). In the event Customer returns a unit of Equipment prior to the expiration of the Minimum Rental Term, the balance of the rent due for such Equipment for the remainder of the Minimum Rental Term shall be immediately due and payable.

**3. Billing, Payment Terms, Security:**

- 3.1. **Billing:** Hoover will bill Customer monthly for rent and other charges payable under this Contract, including, but not limited to, the daily rental amount indicated in the Rental Order, delivery charges, customs duties and/or other charges associated with delivery, transportation, return, inspection, testing, and cleaning of Equipment pursuant to the Contract, as well as all applicable taxes as described below. Each invoice will reflect the number of items of Equipment rented by Customer.
- 3.2. **Payment:** Customer must notify Hoover in writing of any dispute with an invoiced amount within fifteen (15) days of Customer's receipt of Hoover's invoice. Customer shall pay all amounts due within thirty (30) days of receipt of each invoice, in each case without any withholding, deduction or set off by Customer.
- 3.3. **Late Payment:** Hoover's invoices which are not timely paid hereunder shall accrue interest at the lesser of: (i) eighteen percent (18%) per annum, or (ii) the highest rate permitted under applicable law. In the event Customer fails to pay any outstanding invoice within sixty (60) days after the due date, the payment of all unpaid installments of rent through the end of the Minimum Rental Term shall become immediately due and payable to Hoover.
- 3.4. **Taxes:** Customer is responsible for, and, where applicable, shall reimburse Hoover for any sales and use taxes, value added taxes, withholding taxes, personal property taxes, or other direct or indirect taxes levied against or based upon the rent and other charges payable under this Contract, the number of units of Equipment rented by Customer, or any license fees or other assessments based upon the leasing, use or operation of the Equipment.
- 3.5. **Additional Security:** Hoover reserves the right, in Hoover's sole discretion, to require Customer or its affiliates, as applicable, to provide additional financial security in support of Customer's obligations hereunder, including, but not limited to: (a) the payment of cash deposits to Hoover, to be held by Hoover as security against Customer's obligations hereunder, (b) the execution of guaranty agreements (whether corporate, personal or otherwise) guaranteeing the

payment of Customer’s obligations hereunder, (c) the execution of letters of credit and/or bank guaranties in favor of Hoover, or (d) the placement of performance bonds payable to Hoover.

4. **Delivery:** Equipment will be delivered PPD & Add the delivery point designated in the Rental Order unless otherwise agreed in writing. Customer shall promptly inspect such Equipment and must notify Hoover in writing of any defect or damage within seven (7) days of receipt. Any use of the Equipment by Customer after such period shall indicate Customer’s acceptance that the Equipment conforms to the specifications set forth herein. Risk of loss shall pass to Customer when the Equipment is tendered for delivery to Customer at the delivery point.
5. **Customer Standard of Care:** Customer is solely responsible for ensuring that the Equipment is suitable for Customer’s intended use and Hoover makes no warranties as to fitness for any particular purpose. Customer shall use the Equipment with all reasonable care and strictly in accordance with the operating guidelines and specifications for the Equipment set forth in the International Convention for Safe Containers or International Tank Container Organization, as applicable. Customer shall, at its sole expense, maintain the Equipment and all parts thereof in good repair and operating condition and in a safe condition.
6. **Prohibited Uses:** Customer shall not destroy or alter any serial numbers or other identifying marks affixed to the Equipment. Customer will not, without Hoover’s prior written consent, make or permit any changes, alterations, or improvements in or to the Equipment or remove therefrom any parts, accessories, attachments, or other equipment. Customer will not use or permit the Equipment to be used for any purpose for which it is not designed or suitable and will specifically not use, or allow the Equipment to be used, for the carriage of radioactive materials. Hoover may at any time request information from Customer regarding the location of the equipment and Customer shall furnish such information within five (5) working days of the date of Hoover’s request.
7. **Loss, Damage, or Destruction of Equipment:** If any Equipment is damaged during the term of the Contract, Customer shall promptly notify Hoover of same and, after receiving consent from Hoover, shall repair the Equipment to Hoover’s satisfaction at Customer’s expense. Should Equipment become lost, damaged beyond repair, stolen, destroyed or if Customer should be unable to return Equipment to Hoover in accordance with the terms of the Contract (each, a “Loss”), Customer shall, within ten (10) business days of learning of such Loss, notify Hoover and pay to Hoover the replacement value of the Equipment (“Replacement Value”), which shall be determined as follows: (i) for the first three (3) years of the Rental Term, the Replacement Value shall be the amount listed on the Rental Order, and (ii) after such period, the Replacement Value shall be the actual cost for Hoover to replace the Equipment as of the date of Loss, in each case without withholding, deduction or offset of any kind whatsoever, and the Equipment shall remain on rent until such payment is made.
8. **Equipment Return:** Customer shall return Equipment to Hoover pursuant to the Return Procedures the same condition as received, normal wear and tear excepted. Equipment shall be deemed to have been returned (and the Rental Term concluded pursuant to clause 2 above) on the date indicated in the Return Procedures and Customer shall be responsible for all off-hire costs set forth therein.
9. **Limited Warranty.**
  - 9.1. **Equipment:** Hoover warrants that all Equipment will be delivered in good condition and certified to the requirements of 49 CFR. For intermodal Equipment, Hoover warrants that the Equipment as of the date of delivery will pass inspection by the Department of Transportation and/or United Nations, as applicable. Without limiting the foregoing, Hoover makes no other warranties whatsoever, express, or implied, as to the Equipment and expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Customer represents and warrants that it has made all necessary investigations to determine that the Equipment leased hereunder is adequate and sufficient for Customer’s intended use, and that it has not relied upon any statements of Hoover, express or implied, in selecting the Equipment leased hereunder.
  - 9.2. **Customer’s Remedies:** Should the Equipment fail to conform to Hoover’s warranties and representations under this Contract, Hoover shall, at its sole discretion and as Customer’s exclusive remedy: (a) arrange for the repair of such Equipment, (b) arrange for Customer to receive similar replacement Equipment, or (c) agree to abate Customer’s obligations to pay rental fees for such Equipment.. Customer hereby agrees that Customer’s remedies, and Hoover’s obligations, for any breach of warranty claims arising from this Contract are solely and exclusively as stated in this clause 9. Notwithstanding any provisions of this Contract to the contrary, in no event shall the aggregate liability of

Hoover Group (as defined below) to Customer under the Contract exceed the rental fees actually paid to Hoover for the specific piece of Equipment giving rise to a claim hereunder in the prior twelve (12) months, and Customer releases Hoover Group from any claims or liabilities in excess of such amount.

- 9.3. **Disclaimer of Reliance:** Customer warrants and represents that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to Customer by Hoover, or any agent or representative of Hoover, in entering this Contract. Customer further warrants and represents it is not relying upon, and expressly disclaims, any such promise, agreement, representation, inducement, or condition which is not herein expressed in entering this Contract. Customer represents and warrants that it is relying solely upon its own judgment in entering this Contract.

10. **Indemnity; Consequential Damages:**

10.1. **Customer Indemnity:** To the fullest extent permitted by law, Customer shall release, indemnify, defend and hold harmless Hoover and its affiliates, and their respective directors, officers, managers, members, partners, employees, contractors of any tier, agents, representatives, successors and assigns (collectively, "Hoover Group") from and against any and all loss, damage, cost, expense, penalty, violation, fine, lien, award or judgment, including reasonable attorney's fees, court costs, and other litigation expenses, arising under or relating to any claim, demand, suit or legal action or proceeding of any nature (collectively "Claim(s)"), including, without limitation, personal injury, property damage, intellectual property infringement, governmental actions, or pollution and/or contamination, alleged, made upon or against Hoover Group, or any of them, and caused by, or otherwise arises under or is related, directly or indirectly, to (a) Customer's possession, use, ownership, operation, custody, maintenance, repair, delivery, handling or transportation of the Equipment, (b) any other action or omission of Customer in connection with this Contract, and/or (c) Customer's violation of any applicable statutes, regulations, rules, codes, ordinances and orders of lawfully constituted authorities. CUSTOMER'S RELEASE, DEFENSE, INDEMNIFICATION, HOLD HARMLESS, AND LIABILITY ASSUMPTION OBLIGATIONS PROVIDED FOR IN THIS CONTRACT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES OR CLAIMS IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE CONCURRENT OR COMPARATIVE NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY MEMBER OF HOOVER GROUP OR ANY OTHER RELEASED OR INDEMNIFIED PERSON OR ENTITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS "CONSPICUOUS."

10.2. **Consequential Damages:** Neither Party shall be liable to the other Party for any indirect, special, incidental or consequential losses or damages, including, without limitation, any loss of reputation, loss of data, loss of goodwill, increase in operating costs, facilities or operations downtime or interruptions, lost profits, financial or economic loss, or any other incidental damage.

11. **Insurance:** Customer shall carry commercial general liability, automobile liability, pollution legal liability, and property coverages in amounts sufficient to satisfy Customer's obligations under this Contract, but in no event with limits less than \$1,000,000 per occurrence for each policy, and the Replacement Value of the Equipment for the property policy. Such insurance policies shall be written by an insurance company reasonably acceptable to Hoover, and endorsed to: (a) add Hoover Group as an additional insured, (b) add Hoover as Loss Payee to property coverages, (c) state that such insurance is primary to any other coverages available to Hoover Group, (d) provide that no insurance policy will be cancelled or materially changed without thirty (30) days prior written notice to Hoover, and (e) state that Customer and Customer's insurers waive their respective rights of subrogation against Hoover Group. Upon Hoover's written request, Customer shall promptly provide: (x) current insurance certificate(s) to Hoover evidencing the coverages required by this Contract, (y) copies of the policies of insurance required by this Contract, and (z) copies of the insurance endorsements required by this Contract. If Customer carries a deductible or self-insured retention in excess of the minimums stated above, Customer shall provide adequate assurance to Hoover of its financial ability to satisfy such deductibles or retentions.

12. **Technology:** In the event Customer utilizes Hoover's FleetAI™ software and associated applications ("Software") or any Hardware provided by Hoover (collectively, the "Technology"), the following terms shall apply:

12.1. Hoover grants to Customer a non-transferable, non-exclusive license, without the right to sublicense, to use the Technology during the term of the Contract solely for Customer's internal business use. Hoover retains all right, title,

and interest in and to the Technology, including all rights to patents, copyrights, trademarks and trade secrets relating to improvements thereto.

- 12.2. Customer shall not (a) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of any component of the Technology; (b) modify, port, translate, localize or create derivative works of the Technology; (c) provide access to any component of the Technology to any third party without Hoover's prior written consent, including any third party that could reasonably be considered to be a competitor of Hoover; and/or (d) directly or indirectly attempt to develop or market a product that is similar to any component of the Technology.
- 12.3. Hoover does not own any data, information, or material that the Customer submits while using the Software ("Customer Data"). The Customer, not Hoover, shall have sole responsibility for the accuracy, quality, integrity, reliability, and intellectual property ownership or right to use of all Customer Data, and Hoover shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data.
- 12.4. Subject to the limitations set forth in the Contract, Hoover warrants that, upon delivery, any Technology provided by Hoover will function in substantial accordance with the Technology's written specifications; provided such Technology is installed, operated, and serviced in strict accordance with Hoover's requirements. If any Hardware (i) fails to operate because of a defect in materials or workmanship upon delivery, (ii) the Customer is actively subscribed to a Hoover-provided data service utilizing the Hardware (the "Service"), and (iii) the Customer's account is in good standing, Hoover will, at its sole option and expense and as Customer's exclusive remedy, repair or replace the Hardware or arrange for its repair or replacement. Should any Software or the Service not function substantially in conformity with their documented specifications during the Rental Term, Customer will provide prompt notice in writing to Hoover and Hoover will, at its sole option and expense and as Customer's exclusive remedy, either correct such non-conformity as soon as reasonably practicable or agree to abate Customer's obligations to pay rental fees for any associated Technology or Service. HOOVER'S OBLIGATIONS SET FORTH IN THIS SECTION WILL NOT APPLY TO HARDWARE THAT IS OR HAS BEEN (A) TAMPERED WITH OR SERVICED BY CUSTOMER OR A THIRD PARTY WITHOUT HOOVER'S AUTHORIZATION; (B) LOST OR STOLEN; (C) DESIGNED TO BE CONSUMABLE SUCH AS BATTERIES OR NON-SERVICEABLE ACTIVE RFID TAGS; D) SUBJECTED TO ABUSE, MISUSE, NEGLIGENCE OR HOSTILE OPERATING ENVIRONMENTS; OR (E) NOT MAINTAINED BY CUSTOMER IN A MANNER CONSISTENT WITH HOOVER'S SPECIFICATIONS.
13. **Compliance with Law and Conventions:** Customer shall maintain, use, store and operate the Equipment in compliance with all applicable laws, regulations, and administrative orders, as well as any international conventions governing the use, transportation, testing, or certification of the Equipment. Customer shall maintain the necessary and appropriate licensing and certifications for the Equipment during the Rental Term. Should Equipment require recertification during the Rental Term, Customer shall deliver such Equipment to a qualified facility approved by Hoover in advance, and will be responsible for the costs of transport, cleaning, and any necessary repairs. The Equipment shall remain on lease during this period, and Hoover shall not be responsible for providing replacement Equipment during any transport and testing required for recertification.
14. **Event of Default.** If Customer defaults in the performance of any of Customer's obligations hereunder and fails to cure such default within ten (10) days after written notice from Hoover, then, without further notice, Hoover may terminate this Contract and/or any then-outstanding Rental Orders, and repossess any and all Equipment, and Customer agrees to pay to Hoover all amounts then due and the reasonable expenses, including cleaning, repair, product disposal fees, and freight, incurred by Hoover in repossessing the Equipment, together with attorneys' fees and all other collections costs. To the maximum extent permitted by law, Customer specifically waives any claims that Customer might incur in connection with such repossession. Hoover's remedies in the event of default shall not be exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity. No waiver of any breach of any covenant, condition or stipulation herein shall be a waiver of any subsequent breach of the same covenant, condition, or stipulation, or a modification of the terms herein.

## 15. General Provisions:

- 15.1. **Term; Survival:** This Contract shall remain in force until terminated by either party by delivering thirty (30) days' prior written notice to the other party. In the event Customer terminates the Contract, all then-outstanding Rental Orders shall continue for their respective Rental Terms. In the event Hoover terminates this Contract, all then-outstanding Rental Orders that are beyond the Minimum Rental Term shall, at the option of Hoover, remain in effect or be terminated. Upon termination of a Rental Order, Customer shall promptly return to Hoover any Equipment then on lease; provided that the obligation to pay rent will continue until the date the Equipment has been returned to Hoover pursuant to the Return Procedures. Termination of the Contract or any Rental Order shall not relieve any party of any liabilities or obligations arising prior to such date of termination or the provisions of the Contract, including, but not limited to, the insurance, indemnification, and payment obligations, that by their nature obligate Customer for a period beyond termination of the Contract.
- 15.2. **Ownership:** Customer shall acquire no ownership rights whatsoever in any Equipment or any of Hoover's intellectual property by virtue of paying rent or other charges hereunder. This Contract is for the lease of Equipment and does not constitute a sale, conditional or otherwise. Customer shall not pledge, mortgage, or otherwise encumber the Equipment, or permit to exist upon the Equipment any lien, charge, or other right or interest.
- 15.3. **Audit:** Customer will allow Hoover or its representatives to audit Customer's records pertaining to the location and quantity of Equipment rented and will cooperate fully with Hoover in protecting, locating, and recovering its Equipment. Hoover shall have the right to inspect the Equipment at any time during normal business hours.
- 15.4. **Force Majeure:** Neither Hoover nor Customer shall be liable for delay or non-performance of its obligations hereunder if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected), pandemic or epidemic (each, "Force Majeure"). The party affected will be relieved from its affected obligations as long as the Force Majeure lasts and hinders the performance of said obligations, it being understood that Force Majeure will not excuse Customer's obligation to pay amounts due in accordance with the provisions hereof or provide any defense or indemnification required hereunder. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch. Hoover shall not be liable for interruptions in, or interference with, third party telecommunications carriers' cellular, satellite, terrestrial, or other transmissions over which it has no control, including, but not limited to transmission limitations errors caused by network congestions, weather, atmospheric conditions (such as space debris or solar flares), magnetic interference, terrain, structures, localized "gaps" in network coverage, civil disturbances, terrorism, "acts of God", or other natural or manmade conditions. Hoover is not responsible for issues related to the condition of Customer's computers, communications networks, the internet, or other public network.
- 15.5. **Assignment:** Hoover may assign any part of its right, title and/or interest under this Contract at will. Customer may not assign this Contract or any Rental Order or sub-let or grant a third party any license to use the Equipment, without Hoover's prior written consent. Any assignment, sub-lease, license, or similar action by Customer in breach of this clause 15.5 shall be void and of no force and effect.
- 15.6. **Notices:** Any notice required under this Contract shall be given in writing, by overnight courier to the address stated in the Rental Order, or such other place as a party may designate in writing to the other party.
- 15.7. **Complete Agreement; Conflict; Amendment:** This Contract embodies the entire agreement between the parties and prevails over any previous understandings, commitments or agreements pertaining to the subject matter hereof. In the event of a conflict between the terms of these Terms and Conditions and any Rental Order, the controlling document shall be these Terms and Conditions, and then the applicable Rental Order. These Terms and Conditions and any Rental Order may only be amended in a writing executed by both Hoover and Customer. The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Contract.
- 15.8. **Subordination:** This Contract, including its applicable Addendums, are made subordinate to all chattel, mortgage, pledge, security contract, conditional sales contract, lease or like contract applicable to the Equipment to which Hoover is bound.

15.9. **Severability:** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event a term or provision of this Contract is adjudicated to be invalid, illegal, or unenforceable, such term or provision shall be amended to give as much force and effect to the original language of such term or provision as is allowable under applicable law.

16. **Governing Law and Dispute Resolution:**

16.1. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Texas (excluding its conflict of laws rules).

16.2. **Arbitration:** Any controversy or claim arising out of or relating to the Contract, the relationship of the parties to the Contract, and/or the breach, termination, or validity of the Contract, directly or indirectly, including whether any such claim is properly arbitrable, shall be settled by arbitration administered by Judicial Workplace Arbitrations, Inc. ("JWA"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitration shall be heard by a single arbitrator, the place of arbitration shall be Houston, Texas, and the arbitration will be conducted in the English language. The arbitration, including the arbitration hearing, shall be governed by the Texas Rules of Civil Procedure and the Texas Rules of Evidence. The arbitrator shall issue a written and reasoned award and opinion within 30 days of the arbitration hearing, the decision and award of the arbitrator shall be final, binding, and enforceable, and the arbitration award may be confirmed in any court of competent jurisdiction. The prevailing party shall be entitled to an award of reasonable attorneys' fees, and the arbitrator shall have the power to award the prevailing party any administrative or arbitration fees paid to JWA or the arbitrator. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award.

16.3. **Injunctions:** The parties acknowledge and agree that a breach of Customer's obligations under the Contract could cause irreparable harm to Hoover for which Hoover would have no adequate remedy at law, and further agree that, notwithstanding the agreement of the parties to arbitrate controversies or claims as set herein, Hoover may apply to a state or federal court located in Harris County, Texas to seek to enjoin, preliminarily or permanently, any breach or threatened breach of the Customer's obligations under the Contract.