UNT &E
USED & NEW TRACTORS AND EQUIPMENTS

UNT&E
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Corporate HQ: 6779 Carlisle Pike, Mechanicsburg, PA 17050
Sales, Rental, Service: (765) 942-1514 • **Parts Hotline:** (415) 448-6583
Web: tractorsequip.com • 8 Pennsylvania Full-Service Branches

TERMS AND CONDITIONS OF RENTAL AGREEMENT

THE TERMS AND CONDITIONS BELOW STATED, TOGETHER WITH THOSE ON THE RENTAL SCHEDULE, CONSTITUTE THE AGREEMENT BETWEEN UNT&E (LESSOR) AND CUSTOMER (LESSEE).

1. Definitions. "UNT&E" means Used&New Tractors and Equipments LLC, its subsidiaries, affiliates, and branch locations. "Customer," "you," and "your" mean the individual, partnership, corporation, or entity identified as Lessee on the rental agreement. "Equipment" means all machinery, implements, attachments, accessories, trailers, and parts leased to Customer. "Month" means 28 consecutive calendar days.

2. Authority to Sign. Any individual executing this Rental Agreement represents and warrants that he or she is of legal age and possesses full corporate or organizational legal authority to bind Customer to all terms and conditions set forth herein.

3. Lease; Rental Period. UNT&E hereby leases to Customer and Customer hereby rents from UNT&E the Equipment subject to all provisions herein. The rental period commences when Equipment departs UNT&E's branch premises (or when delivered to Customer's site by UNT&E or common carrier) and continues until the Equipment is returned in good operating order and accepted at UNT&E's designated branch.

4. Rental Charges & Overtime. Rental charges shall not be subject to deductions for non-working time, weather delays, or holidays. Normal single-shift rental rates are based on a maximum of 8 hours per day, 40 hours per week (7 days), and 160 hours per 28-day month. Any hours in excess of these limits shall be billed as overtime at UNT&E's standard hourly overtime rates.

5. Service Charges & Payment. Invoices are due upon receipt. Customer agrees to pay a monthly late charge of 1.5% (18% per annum) or the maximum legal rate on all past-due balances exceeding 30 calendar days, together with all collection and attorney fees.

6. Transportation. Customer is responsible for all mobilization, loading, unloading, hauling, and freight expenses associated with transporting the Equipment to and from UNT&E's facility.

7. Operation & Compliance. Equipment shall be operated solely by competent, qualified, and certified operators within its rated design capacity. Customer agrees to strictly comply with all manufacturer operating manuals, OSHA regulations, federal, state, and local safety laws.

8. Daily Maintenance. Customer is responsible for daily preventive servicing, including checking engine oil, hydraulic fluid, coolant, air filters, grease points, track/tire pressure, and fuel. Customer shall bear all fuel, lubrication, and daily wear costs.

9. Reasonable Wear & Tear. Reasonable wear and tear covers only normal operational deterioration. It excludes damage resulting from collision, rollover, improper lubrication, contaminated fuel, operating overloaded, abuse, fire, vandalism, or lack of daily inspection.

10. Indemnification. Customer agrees to defend, indemnify, and hold harmless UNT&E, its officers, directors, employees, and agents against all claims, liabilities, losses, damages, legal actions, and costs arising out of the use, possession, maintenance, transportation, or operation of the Equipment.

11. Loss & Total Destruction. In the event of theft, disappearance, seizure, or destruction of Equipment, Customer shall promptly notify UNT&E in writing and pay UNT&E the full replacement value of the Equipment without depreciation, continuing to pay standard rental rates until settlement.

12. Damage & Repairs. All repairs necessitated by damage, neglect, or improper operation shall be performed exclusively by UNT&E or its authorized factory-certified technicians at Customer's expense at prevailing standard labor and OEM parts rates.

13. Mandatory Insurance. Customer must provide a valid Certificate of Insurance naming UNT&E as Additional Insured and Loss Payee prior to equipment release. Minimum coverage: Commercial General Liability of $1,000,000 per occurrence and All-Risk Equipment Floater covering the full machine replacement value.

14. Title & Security. Title to the Equipment remains vested exclusively in UNT&E at all times. This agreement is a lease only, and Customer acquires no ownership interest or equity. Customer shall keep Equipment free from any liens, encumbrances, or attachments.

15. Default & Retaking. If Customer fails to pay charges when due, breaches any covenant, files bankruptcy, or if UNT&E deems the Equipment in jeopardy, UNT&E may immediately terminate this Lease, enter any premises where Equipment is located, and repossess the Equipment without court order or liability for trespass.

16. Warranties Disclaimer. UNT&E LEASES EQUIPMENT "AS IS, WHERE IS." UNT&E MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CAPACITY, OR FREEDOM FROM DEFECTS.

17. Governing Law. This Agreement is governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles. Any legal proceedings shall be instituted solely in Cumberland County, Pennsylvania.

18. Entire Agreement. This document contains the entire understanding of the parties. No modification, waiver, or amendment shall be binding unless executed in writing by an authorized officer of UNT&E.

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