INDUSTRIAL SALES
A Winsupply Company

TERMS AND CONDITIONS OF SALE

Last Revised: March 7, 2024.

Winsupply Inc. and its affiliates, including its locally operated companies are hereinafter collectively referred to in these Terms and Conditions of Sale ("**Terms of Sale**") as "**Winsupply**" and the customer or person or entity purchasing goods or services (collectively referred to as "**Goods**") from Winsupply is referred to as the "**Buyer.**" Buyer acknowledges that these Terms of Sale along with any attachment, price list, schedule, quotation, acknowledgment, or invoice from Winsupply relevant to the sale of the Goods (collectively, "**Attachment**"), and all documents incorporated by specific reference into these Terms of Sale or any Attachment, constitute the complete and exclusive statement of the terms of the agreement governing all sales of Goods by Winsupply to Buyer ("**Agreement**"), regardless of whether or not Buyer or Winsupply expressly make reference to these Terms of Sale in any documentation related to any such sale. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms of Sale without variance or addition. Winsupply's agreement to sell Goods to Buyer is expressly limited to, and expressly made conditional upon Buyer's acceptance of, this Agreement. Winsupply hereby objects to and rejects any terms in Buyer's purchase order or other Buyer documents that are different than or in addition to these Terms of Sale, and such terms shall not constitute any part of the agreement between Buyer and Winsupply. Any Attachment is incorporated herein by reference. Winsupply reserves the right in its sole discretion to refuse orders.

I. Prices

Unless a fixed price is quoted, the price of Goods is subject to change without notice and the prices invoiced will be those in effect at the time of shipment and/or delivery of Goods.

II. Taxes

Any current or future tax or any charge of any nature imposed by any governmental or taxing authority that is or becomes payable by reason of the production, transportation, sale, storage, processing, use, consumption or delivery of any Goods sold to Buyer, other than taxes based on Winsupply's net income or profit, will be for Buyer's account and will either be added to the price of Goods (unless Buyer provides Winsupply with an exemption certificate acceptable to the applicable taxing authorities) and paid for by Buyer or billed to Buyer separately (unless Buyer provides Winsupply with an exemption certificate acceptable to the applicable taxing authorities) and paid for by Buyer, as Winsupply may elect in its sole discretion.

III. Terms of Payment

Unless otherwise specified by Winsupply, terms are net thirty (30) days from the date of Winsupply's invoice in U.S. currency. Winsupply has the right, among other remedies, either to terminate this Agreement and/or any purchase order with Buyer or to suspend further performance under this Agreement, any other agreements and/or purchase orders with Buyer in the event Winsupply fails to receive any payment when due, which other agreements and/or purchase orders Buyer and Winsupply hereby amend accordingly to incorporate these Terms of Sale, or if Winsupply otherwise deems itself insecure. Buyer shall be liable for all expenses, including attorneys' fees and other litigation costs, relating to the collection of past due amounts. In the event Buyer fails to make any payment to Winsupply when due, Buyer's entire account(s) with Winsupply shall become immediately due and payable without notice or demand by Winsupply. If any payment owed to Winsupply is not paid when due, it shall bear interest at a rate to be determined by Winsupply, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. No amount will be deemed paid unless and until the applicable amount is irrevocably received by Winsupply in full. Marking of invoices or other related documents with terms such as "Paid in Full" or similar are for administrative or convenience purposes only and are not binding. Should Buyer's financial responsibility become unsatisfactory to Winsupply, cash payments or security satisfactory to Winsupply may be required by Winsupply (including, without limitation, letters of credit) for future deliveries and for Goods delivered up to that point. If such cash payment or security is not provided, in addition to Winsupply's other rights and remedies, Winsupply may discontinue deliveries. Buyer hereby grants Winsupply a purchase money security interest in all Goods sold to Buyer by Winsupply, which security interest shall continue until such Goods are fully paid for in cash, and Buyer: (a) upon Winsupply's demand, will execute and deliver to Winsupply such instruments as Winsupply requests to protect and perfect such security interest, and (b) authorizes Winsupply to execute and file such instruments as are necessary or useful to protect and perfect such interest. No Goods furnished by Winsupply to Buyer shall become a fixture as a result of such Goods being attached to realty.

IV. Shipment and Delivery

Unless otherwise expressly provided, shipments are made F.O.B. Winsupply's store or warehouse, whichever is applicable, of origin. Risk of loss or damage and responsibility shall pass from Winsupply to Buyer upon delivery to and receipt by a carrier. Any claims for shortages or damages suffered in transit are the sole responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Winsupply will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Winsupply, all shipping dates are approximate and not guaranteed. Winsupply reserves the right to make partial shipments and to place certain orders on "back order." Winsupply, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions. If Winsupply is to pay freight, Winsupply shall have the right to designate routing and means of transportation; and if Buyer requires a more expensive routing and/or means, Buyer will pay any extra cost involved. The cost of any special packing or special handling as a result of Buyer's requirements shall be added to the amount of the order of the applicable Goods. If the shipment of Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Winsupply for any handling and storage costs, and

other additional expenses resulting therefrom. All claims for shipping errors, lost shipments or any other discrepancies (other than shortages or damages which must be acknowledged and signed for at the time of delivery) must be made within ninety (90) days after delivery to the carrier or they will be disallowed and deemed waived.

V. Limited Warranty

Buyer's sole and exclusive warranty, if any, with respect to Goods sold by Winsupply, is the warranty provided by manufacturer(s) of Goods.

THE WARRANTY IN THIS SECTION 5 CONSTITUTES WINSUPPLY'S SOLE WARRANTY RESPONSIBILITY AND BUYER'S EXCLUSIVE REMEDY WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. WINSUPPLY MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO GOODS SOLD BY WINSUPPLY OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH HEREIN, EVEN THOUGH WINSUPPLY MAY HAVE BEEN NEGLIGENT. WINSUPPLY SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE DELAY OF DELIVERY (OR FAILURE TO GIVE NOTICE OF DELAY OF DELIVERY), SALE, RESALE, LICENSE, OR USE OF THE GOODS. WINSUPPLY MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO "CONSUMERS" AS THAT TERM IS DEFINED IN SEC. 101 OF PUBLIC LAW 93.637, THE MAGNUSON-MOSS WARRANTY FEDERAL TRADE COMMISSION IMPROVEMENT ACT. ALL GOODS FURNISHED AND/OR SOLD BY WINSUPPLY ARE FURNISHED AND/OR SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

VI. Limitation of Remedy

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO THE REMEDY PROVIDED TO BUYER DIRECTLY BY THE MANUFACTURER OF GOODS SOLD BY WINSUPPLY TO BUYER.

VII. Limitation of Liability

WINSUPPLY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE), AND IN NO EVENT SHALL WINSUPPLY'S LIABILITY TO BUYER AND/OR ITS BUYERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PORTION OF THE GOODS PROVIDED BY WINSUPPLY GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY WINSUPPLY FOR ANY DAMAGES IN EXCESS THEREOF. IN NO EVENT SHALL WINSUPPLY'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ALL OF WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY WINSUPPLY.

The term "consequential damages" as used in these Terms of Sale shall include, but are not limited to, fines, penalties, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital, loss or damage to property or equipment, loss of reputation, or illness. Further, Buyer shall indemnify and hold Winsupply harmless from any liability to Buyer, Buyer’s employees, workers, contractors or any other persons arising out of Buyer's, or any other persons', use of Goods. It is further expected that all instructions and warnings supplied by Winsupply will be passed on to those persons who use Goods. Winsupply's Goods are to be used in their recommended applications and all warning labels adhered to.

VIII. Contingencies

Winsupply shall not be held responsible for or be liable for any nonperformance or any default or delay in performance if caused, directly or indirectly, by acts of God, war, fire, the elements, riot, civil commotion, strikes, lock-outs, slow downs, picketing or other labor controversies, accidents, delay or default of or failure by carriers, shortages of labor, delay in obtaining or inability to obtain materials, equipment or parts from regular sources, action, request or regulation of or by any government or governmental authority, failure of any party to perform any contract with Winsupply, the performance of which is required for production of the Goods, or any other happening or contingency beyond Winsupply's reasonable control, or without Winsupply's fault, whether similar or dissimilar to the foregoing. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Winsupply upon notice to Buyer in the event of the foregoing, but the balance of this Agreement shall otherwise remain unaffected.

If Winsupply determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth herein, Winsupply may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or materials) among itself and its purchasers on such basis as Winsupply determines to be equitable without liability for any failure of performance that may result therefrom.

IX. Cancellation

Buyer may cancel orders only upon reasonable advance written notice and upon payment to Winsupply of Winsupply's cancellation charges that include, among other things, all costs and expenses incurred to cover commitments made by Winsupply and a reasonable profit. Winsupply’s determination of such termination charges shall be conclusive.

X. Assignment

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Winsupply, and any such assignment, without such consent, shall be void.

XI. Examination – Suitability – Claims – Returns

Buyer agrees to examine and test each shipment of Goods promptly on arrival, before any part of the Goods (except for reasonable test quantities) has been changed from its original condition and in no event later than seven (7) days from delivery of the Goods to Buyer. Winsupply will not recognize any claims for any cause after the Goods have been treated, processed, or changed in any manner (except for reasonable test quantities). It is Buyer's responsibility to determine whether the Goods are suitable for its contemplated use whether or not such use is known to Winsupply. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection. Buyer shall deliver to Winsupply within ten (10) days from the date of delivery of the Goods written notice of any deficiencies, defects, variations from specifications, or complaints of any kind with respect to the quantity, quality, condition, shipment, performance, price, or appearance of the Goods delivered by Buyer. If Winsupply does not receive such notice within ten (10) days from the date of delivery of the Goods, Buyer shall be deemed conclusively to have inspected and accepted all such Goods unconditionally and to have waived any rights and claims, including without limitation any right to reject the Goods or to claim damages in respect thereof. Buyer may not return Goods without first advising Winsupply of the reasons therefor and observing such instructions as Winsupply may give in authorizing such return.

Winsupply may impose restrictions on returns in its discretion, including without limitation imposing a time limit for returns, and accepting returns only on Goods that Winsupply regularly stocks, and then if any only if: (i) such Goods are in new condition, suitable for resale in the undamaged original packaging and with all original parts, and (ii) such Goods have not been used, installed, modified, altered or damaged. Winsupply reserves the right to provide refunds for authorized returns in the form of credit. Authorized returns shall be subject to the following deductions in Winsupply's discretion: (a) expenses associated with reconditioning and/or modifying Goods to put them in salable condition; (b) transportation charges; and/or (c) handling and restocking and similar charges. Custom Goods, other non-stock Goods, and certain large and/or special orders may only be returned if the manufacturer of such Goods will accept the return. Except as set forth in the immediately preceding sentence, such Goods may not be canceled or returned, and no refund will be made for any reason whatsoever with respect to such Goods.

Buyer acknowledges that Winsupply does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) Goods and their use, design, application or operation, merchantability, physical condition or fitness for a particular purpose, (ii) the maintenance or other expenses that may be incurred in connection with Goods, (iii) the engineering, design, or any other work or service provided by Winsupply and/or its employees, agents and suppliers, or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer in connection with Goods. Winsupply neither assumes, nor authorizes any person to assume for it, any other obligation or liability in connection with Winsupply's sale of Goods. Any recommendations made by Winsupply concerning the use, design, application or operation of Goods shall not be construed as representations or warranties, expressed or implied, nor shall failure by Winsupply to make recommendations to Buyer impose any liability upon Winsupply.

XII. Permits; Indemnification

Buyer shall at its own expense apply for and obtain any permits required for the installation and/or use of Goods. Except as particularly specified and agreed upon in writing by Winsupply, Winsupply makes no covenant, warranty or representation that Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards. Winsupply shall not be responsible for any losses or damages sustained by any party as a result of improper installation, use or storage of Goods. Buyer shall defend, indemnify and hold harmless Winsupply and its directors, officers, employees, shareholders, subsidiaries, affiliates and agents against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney’s fees) arising out of or in connection with any injury to, damage to, death to or loss of any persons or property, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of Goods by Buyer, including without limitation the Safe Drinking Water Act, Reduction of Lead in Drinking Water Act, and other state and federal laws related to the limitation of lead in products used for the conveyance of drinking water. This Section 12 shall survive the termination of this Agreement.

XIII. Goods

The purchase of Goods from Winsupply confers no license, express or implied, under any patents, copyrights, know-how, or technology, except, in the case of wholesalers for resale to their customers and for manufacturers for use in their products.

XIV. Orders

Orders are not binding on Winsupply until accepted in writing by an authorized employee of Winsupply.

XV. Automatic/Recurring Payments

By utilizing any online payment platform provided by Winsupply (the "Platform"), Buyer authorizes Winsupply: (a) to initiate one-time/recurring automated clearing house (ACH) debit entries or debit card payments from the bank account specified by Buyer, or (b) to initiate one-time/recurring charges from the

credit/debit card specified by Buyer. Winsupply reserves the right to terminate or modify the Platform at any time.

The Platform may provide the option for Buyer to pay an amount less than currently due on Buyer's account, or set a future payment date or dates. No such option will supersede or override the payment terms otherwise set forth in this Agreement, including without limitation amounts due under any outstanding invoices, or late fees or interest.

Buyer agrees to be bound by any rules Buyer's financial institution requires for pre-authorized electronic funds transfers and/or that Buyer’s debit or credit card issuer requires for pre-authorized debit or credit card transactions. Buyer is responsible for all fees charged by Buyer's financial institution associated with any pre-authorized payment.

By using the Platform, Buyer agrees that Winsupply may obtain financial information regarding Buyer's designated payment account(s) from Buyer's financial institution for the purposes of performing online payments services, including without limitation resolving payment issues and verification.

BUYER MAY TERMINATE BUYER'S AUTHORIZATION AT ANY TIME ONLINE BY LOGGING INTO BUYER’S ACCOUNT ON THE APPLICABLE WEBSITE AND TERMINATING ONLINE PAYMENTS. NO SUCH TERMINATION WILL AFFECT PAST OR PENDING PAYMENTS.

WINSUPPLY WILL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT BUYER MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH BUYER’S ACCOUNT IS DEBITED OR BUYER’S CREDIT CARD IS CHARGED.

Buyer must update all changes to Buyer's bank account or credit/debit card information by logging into Buyer's account on the applicable website. If Buyer does not update the bank account or credit/debit card information and Winsupply is unable to charge the credit card or withdraw funds from the debit card, or account for the amount due or paid, Buyer may be subject to applicable late fees, interest, returned item charges and any fees or charges assessed by Buyer’s financial institution.

XVI. Documentation

Winsupply shall provide Buyer with that data/documentation that is specifically identified in Winsupply's quotation. If additional copies of data/documentation are to be provided by Winsupply, it shall be provided to Buyer at Winsupply’s applicable prices then in effect.

XVII. U.S. Export Control Regulations

All Goods sold to Buyer by Winsupply hereunder are subject to U.S. Export Control Laws. Buyer hereby agrees not to re-sell or divert any Goods contrary to such laws.

XVIII. Non-Waiver

No waiver by Winsupply with respect to any breach or default of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by Winsupply.

XIX. Set-Off

Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Winsupply in connection with this Agreement.

XX. Severability

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

XXI. Governing Law

These Terms of Sale shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Buyer and Winsupply agree that the proper venue for all actions arising in connection with these Terms of Sale shall be deemed exclusively proper only in state court in Montgomery County, Ohio, or in the federal court for the Southern District of Ohio and the parties agree to submit to such jurisdiction. Any action, regardless of form, arising out of transactions relating to these Terms of Sale or any other theory of recovery shall be brought within the applicable statutory period, but in no event later than one (1) year of the date of tender of delivery of the applicable Goods except that any action by Winsupply for payment hereunder may be brought within five (5) years of the date of delivery of the applicable Goods. Further, the United Nations Convention on Contracts for the International Sale of Goods (1980) (as amended from time to time) shall not apply to these Terms of Sale or any transactions relating thereto.

XXII. Equipment Rental

To the extent Buyer rents any item or equipment from Winsupply ("Rental Equipment") the provisions of this Section 22 will apply unless otherwise expressly agreed in writing. All Rental Equipment shall remain the property of Winsupply even while in the possession of Buyer. Buyer will not acquire any rights of ownership in Rental Equipment. Buyer understands and acknowledges that Winsupply is neither the manufacturer of the Rental Equipment nor the agent of the manufacturer. Winsupply may inspect Rental Equipment at any reasonable time. Buyer may not sublet or transfer any Rental Equipment.

Buyer will notify Winsupply at least 24 hours in advance for any requested delivery and/or pickup of Rental Equipment, and any condition that would prevent the Rental Equipment from being picked up or delivered. Winsupply will only deliver or pick up Rental Equipment during regular business hours. All responsibility and liability for loading and unloading is assumed by Buyer. If Winsupply's agents or employees assist in loading or unloading the equipment, Buyer agrees to assume the risk of and hold harmless Winsupply and its agents and employees from and against any liability, regardless of cause or fault.

Buyer agrees that the Rental Equipment shall be used only by persons qualified to operate the applicable classification of Rental Equipment and that have been trained/certified and competent in its safe and proper operation. Buyer will not use Rental Equipment: (a) for any illegal purpose or in any illegal manner; (b) when in need of repair or in any unsafe condition; (c) for any improper or unintended use; (d) using any persons other than Buyer personnel without Winsupply's express prior written permission; or (e) at any location other than as agreed in writing.

Buyer will return Rental Equipment to the location where it was received, unless otherwise agreed in writing. Failure to do so may result in Winsupply charging an additional fee at its sole discretion. Buyer's right to possession terminates on the expiration of the rental period and retention of possession after the expiration or termination of the rental period constitutes a material breach of these Terms of Sale. Time is of the essence as related to all of Buyer's rental obligations. Any extension of the rental period must be mutually agreed upon in writing.

Winsupply will supply Rental Equipment in good operating condition. Buyer must promptly inspect Rental Equipment. Buyer is solely responsible to be aware of the safe and proper use of the Rental Equipment, including manufacturer's safety warnings and instructions, if any, and is solely responsible to determine whether Rental Equipment is suitable for Buyer's needs. Buyer agrees that it will pay all cost of repairs and/or replacements determined necessary by Winsupply, including without limitation labor, materials, parts and other items, except for normal wear and tear. Buyer will not cover, alter, substitute or remove any manufacturer or Winsupply warning or advisory labeling or identification markings displayed on Rental Equipment. Buyer will prevent Rental Equipment from being abused, overloaded, or used beyond its capacity.

Winsupply shall (at Buyer's sole cost and expense): (a) perform all Planned Maintenance on Rental Equipment, and (b) perform all other maintenance service on Rental Equipment (other than Renter Responsibilities) determined necessary by Winsupply. Buyer shall promptly notify Winsupply upon discovering any condition indicating that maintenance services are needed. "Planned Maintenance" means periodic inspection, lubrication and adjustment, and other scheduled maintenance at intervals determined by Winsupply or the manufacturer based on application and hours of use. "Renter Responsibilities" means the performance of all services recommended by the manufacturer of the Rental Equipment in connection with the normal daily operational needs of the Rental Equipment.

If any Rental Equipment becomes unsafe or requires repair, Buyer will discontinue use and notify Winsupply immediately. Winsupply will repair or replace Rental Equipment at its sole discretion with similar equipment in good working order, if available. Buyer will not attempt to repair Rental Equipment under any circumstances.

Without limiting anything in this Section 22, Buyer acknowledges that the cost of the repair and replacement of tires or tracks is not included in the rental rate. At Winsupply's sole discretion, if Rental Equipment is returned to Winsupply with damaged tires or tracks other than normal wear and tear, Buyer will pay for the repair or replacement.

Buyer may not affix or install upon any Rental Equipment any accessory, attachment or other device or make any modification or alterations to any Rental Equipment without the prior written consent of Winsupply.

Upon any failure to pay the rental fee, Winsupply may avail itself of all available rights and remedies, including without limitation retaking possession of the Rental Equipment, and to the fullest extent not prohibited by law, Winsupply and its agents shall not be liable for any claims for damages or trespass arising from the removal of the Rental Equipment. Buyer agrees to pay for all costs and expenses associated with repossession of Rental Equipment, including without limitation attorneys' fees and expenses.

Without limiting anything in this Section 22, Buyer agrees to pay for any unclean, damaged or lost Rental Equipment including, but not limited to: (a) loss or theft of accessory equipment such as, leads, electrical cords, heaters, facers, batteries, hoses, documentation, etc.; (b) loss by willful neglect or abuse; (c) mysterious or unexplained damage or disappearance; (d) theft by person(s) entrusted with the Rental Equipment; and (e) damage due to neglect, abuse, or misuse of the Rental Equipment regardless of cause, except reasonable wear and tear, during the rental period. If the Rental Equipment is returned to Winsupply requiring repair, other than normal wear and tear, Buyer agrees to continue to pay rental charges until such Rental Equipment is returned to normal rentable condition. Buyer also agrees to pay a reasonable cleaning charge for Rental Equipment returned unclean. Buyer will return any engine driven equipment with full tanks of applicable operating fluids. Failure to do so will result in a service charge being assessed. The cost of replacing damaged Rental Equipment shall be paid by Buyer. The cost of repairs will also be paid by Buyer, regardless of whether such repairs are completed by Winsupply or a third-party repair service. Buyer will furnish Winsupply a police report in connection with any theft claim.

Buyer agrees that Winsupply will not be liable to Buyer for (a) any defect in any Rental Equipment, (b) any liability, claim, loss, damage or expense of any kind arising out of or in any way related to Buyer's possession, use or operation of any Rental Equipment, (c) any delay in providing any Rental Equipment, or (d) any DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE RENTAL, POSSESSION, USE, OR OPERATION OF THE RENTAL EQUIPMENT. WINSUPPLY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY RENTAL EQUIPMENT. Buyer shall indemnify and hold Winsupply harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other persons arising out of or in any manner related to Buyer's rental, possession, use or operation of any Rental Equipment.

Buyer shall at its expense, keep all Rental Equipment fully insured against loss or damage under an all-risk policy of insurance. All such insurance shall name Winsupply as an additional insured and shall contain an endorsement providing that such insurance shall be primary insurance and that any other insurance maintained or provided by Winsupply shall be excess and non-contributory insurance. Buyer shall furnish to Winsupply upon request certificates of insurance providing for no fewer than ten days' prior notice to Winsupply of modification or cancellation.

XXIII. Miscellaneous

All rights and remedies of Winsupply in these Terms of Sale are in addition to, and not lieu of, any rights or remedies that Winsupply may have at law or in equity. These Terms of Sale supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Terms of Sale. No change, modification, rescission, discharge, abandonment, or waiver of these Terms of Sale shall be binding upon Winsupply unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage or trade, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement these Terms of Sale shall be binding unless hereafter made in writing and signed by Winsupply. No modification shall be affected by Winsupply's receipt or acceptance of Buyer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to these Terms of Sale, all of which are objected to by Winsupply. All typographical or clerical errors made by Winsupply in any quotation, acknowledgment or publication are subject to correction. These Terms of Sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and any uncertainty or ambiguity shall not be interpreted against any one party.

XXIV. Terms of Use/Privacy Policy

All purchases through Winsupply-related websites or other transactions for the sale of goods or services formed through such websites or as a result of visits made by Buyer are governed by Winsupply's Terms of Use and Privacy Policy, which are hereby incorporated into these Terms of Sale.