



RENTAL AGREEMENT FOR PTM DRUM ENCLOSURES

ARTICLE I. DEFINITIONS

1. **"Equipment"** means the PTM Drum Enclosure, including all components, accessories, and packaging materials provided by Lessor.
2. **"Rental Period"** means the period commencing on the date the Equipment is delivered to or picked up by Lessee and continuing until the Equipment is returned to and accepted by Lessor.
3. **"Rental Fee"** means the fee payable by Lessee to Lessor for the rental of the Equipment, as specified in Section 4.1.
4. **"Default Rate"** means the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by applicable law.

ARTICLE II. RENTAL OF EQUIPMENT

1. **Rental.** Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the Equipment described herein, subject to the terms and conditions of this Agreement.
2. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of 24 months thereafter (the "Initial Term"), unless earlier terminated as provided herein. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of 1 month each (each, a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.
3. **Delivery and Acceptance.** Lessor shall deliver the Equipment to Lessee at the address specified by Lessee, or Lessee may pick up the Equipment from Lessor's facility, as mutually agreed upon by the parties. Upon receipt of the Equipment, Lessee shall inspect the Equipment and notify Lessor of any defects or damage within forty-eight (48) hours. Failure to provide such notice shall constitute acceptance of the Equipment in its "as-is" condition.



ARTICLE III. TITLE AND OWNERSHIP

1. **Title.** Title to the Equipment shall at all times remain with Lessor. Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Agreement.
2. **No Encumbrances.** Lessee shall not pledge, mortgage, or otherwise encumber the Equipment or permit any liens to attach thereto. Lessee shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Equipment.
3. **Personal Property.** The Equipment shall at all times be and remain personal property, notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to real property or any improvements thereon.

ARTICLE IV. RENTAL FEES AND PAYMENT

1. **Rental Fee.** Lessee shall pay Lessor a Rental Fee in the amount of \$498 per Month for the use of the Equipment during the Rental Period.
2. **Payment Schedule.** The Rental Fee shall be payable Monthly, starting 30 days after the initial first month's rental fee paid upon receipt of Equipment during the Rental Period. (ex. Equipment Received 08/21/25, Monthly reoccurring Payment begins 09/21/25)
3. **Payment Process.** Payments shall be made via auto-draft with credit/debit card or ACH on file with Lessor. Lessee hereby authorizes Lessor to automatically charge Lessee's credit card or debit Lessee's bank account for all amounts due under this Agreement. Lessee shall be responsible for any credit card or ACH fees associated with such payments.
4. **Security Deposit.** Upon execution of this Agreement, Lessee shall pay to Lessor a security deposit in the amount of \$1,000 (the "Security Deposit"). The Security Deposit shall be held by Lessor as security for Lessee's performance of its obligations under this Agreement. The Security Deposit shall be returned to Lessee within thirty (30) days after the termination of this Agreement, less any amounts deducted by Lessor to remedy any default by Lessee or to repair any damage to the Equipment.
5. **Late Payments.** Lessee shall have a ten (10) day grace period for all payments due under this Agreement. If Lessee fails to make any payment when due, including after the expiration of the grace period, Lessee shall pay to Lessor a late payment fee equal to one and one-half percent (1.5%) of the payment amount per day until the payment is made in full. Chargebacks or payment disputes shall be considered missed or partial payments and shall be subject to the late payment fee described herein.
6. **Taxes.** Lessee shall be responsible for all sales, use, excise, and other taxes and governmental charges, permits, and fees associated with the rental, possession, or use of the Equipment.



ARTICLE V. SHIPPING AND DELIVERY

1. **Shipping Schedule.** Lessor shall ship the Equipment to Lessee within one (1) to three (3) weeks from the date of Lessee's order, depending on Lessor's inventory availability. Lessor shall notify Lessee of the anticipated shipping date within three (3) business days of receiving Lessor's initial payment.
2. **Shipping Costs.** Lessee shall be responsible for all shipping expenses, including but not limited to freight charges, insurance, handling fees, and any applicable taxes or duties. Such expenses shall be prepaid by Lessee ten (10) days prior to shipping date.
3. **Pickup Option.** Lessee may, at its option, pick up the Equipment from Lessor's facility instead of having it shipped. Lessee shall notify Lessor of its intent to pick up the Equipment at least ten (10) business days in advance.
4. **Pre-Shipment Inspection.** It is Lessor's responsibility to inspect and record the condition of each unit before shipping to ensure it leaves Lessor's facility in perfect condition. Lessor shall maintain photographic or video evidence of the condition of the Goods prior to packaging and shipping, which shall be made available to Lessee upon request in the event of a transit damage claim.
5. **Risk of Loss.** Risk of loss or damage to the Equipment shall pass to Lessee upon delivery of the Equipment to Lessee, or Lessor's designated carrier, or Lessee's designated carrier if so selected. Lessee shall bear all risk of loss or damage to the Equipment during the Rental Period, regardless of cause, except for normal wear and tear.
6. **Delivery Terms.** Unless otherwise specified in writing, all Goods shall be shipped F.O.B. Seller's facility. Title to the Goods and risk of loss shall pass to Buyer upon Seller's delivery of the Goods to the shipping carrier.
7. **Shipping Method.** Lessor shall select the method of shipment and the carrier, unless Lessee specifies a particular method of shipment or carrier in writing at the time of placing the order, in which case Lessee shall bear any additional costs associated with such specified method or carrier.

ARTICLE VI. RETURNS

1. **Return Procedure.** Upon expiration or termination of this Agreement, Lessee shall return the Equipment to Lessor at Lessee's expense. All returns must be in the original crate provided by Lessor. Lessee shall be responsible for all return shipping costs.
2. **Early Return Option.** Lessee may return the Equipment before the expiration of the Initial Term or any Renewal Term, provided that Lessee shall remain liable for all Rental Fees due for the remainder of the then-current term.



3. **Unit Return Options.** Unit return or buyout options are only available, after twenty-four (24) months from the commencement of the Rental Period. Lessee shall notify Lessor in writing of its intent to exercise any such option at least thirty (30) days in advance.
4. **Inspection Upon Return.** Upon return of the Equipment, Lessor shall inspect the Equipment to determine whether it is in the same condition as when delivered to Lessee, normal wear and tear excepted. If the Equipment is not in such condition, Lessor may repair the Equipment and charge Lessee for the cost of such repairs, or may require Lessee to replace the Equipment at Lessee's expense.

ARTICLE VII. DAMAGE AND REPAIRS

1. **Lessee's Responsibility.** Lessee shall be responsible for any damage that occurs upon receiving or opening the product. Lessee acknowledges that it has the responsibility to inspect the Equipment immediately upon receipt and before signing the delivery receipt. Any visible damage to the packaging should be noted on the delivery receipt and reported to the Lessor immediately. Lessee shall maintain the Equipment in good operating condition and shall be responsible for all maintenance and repairs during the Rental Period.
2. **Transit-Related Damage.** Transit-related damage should be addressed directly with Lessor, and Lessor will coordinate with the shipping carrier. Lessee shall notify Lessor of any transit-related damage within forty-eight (48) hours of receipt of the Equipment and provide photographic evidence of the damage to facilitate the claims process.
3. **Claims Process.** To initiate a claim for transit-related damage, Lessee must:
 1. Retain all original packaging materials;
 2. Take photographs of the damaged Equipment and packaging;
 3. Provide a written description of the damage; and
 4. Submit the claim to Lessor within the timeframe specified in Section VII.2
(**Transit-related damage**)
4. **Repair Costs.** Lessee shall be responsible for the cost of all repairs to the Equipment during the Rental Period, regardless of cause, except for repairs necessitated by normal wear and tear. If the Equipment is damaged beyond repair, Lessee shall be responsible for the full replacement cost of the Equipment.



ARTICLE VIII. USE AND MAINTENANCE OF EQUIPMENT

1. **Proper Use.** Lessee shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment.
2. **Location.** Lessee shall keep the Equipment at the location specified in this Agreement and shall not remove the Equipment from such location without Lessor's prior written consent.
3. **Inspection.** Lessor shall have the right to enter Lessee's premises at all reasonable times to inspect the Equipment or to perform any maintenance or repairs that Lessee has failed to perform.
4. **Alterations.** Lessee shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All alterations, additions, or improvements made to the Equipment shall become the property of Lessor.
5. **Maintenance.** Lessee shall maintain the Equipment in good operating condition and shall perform all routine maintenance as recommended by the manufacturer. Lessee shall be responsible for all costs associated with such maintenance.

ARTICLE IX. INSURANCE

1. **Insurance Requirement.** Lessee shall, at its own expense, maintain insurance covering the Equipment against all risks of loss or damage in an amount not less than the full replacement value of the Equipment. Such insurance shall name Lessor as an additional insured and loss payee.
2. **Evidence of Insurance.** Lessee shall provide Lessor with evidence of such insurance ten (10) days prior to shipping date. If Lessee fails to maintain the required insurance, Lessor may, but shall not be obligated to, obtain such insurance at Lessee's expense.
3. **Notification of Loss.** Lessee shall promptly notify Lessor of any loss or damage to the Equipment and shall cooperate with Lessor in filing any insurance claims.



ARTICLE X. DEFAULT

1. **Events of Default.** The occurrence of any of the following shall constitute an event of default under this Agreement:
 1. Lessee fails to pay any Rental Fee or other amount due under this Agreement within ten (10) days after the due date;
 2. Lessee fails to perform any other obligation under this Agreement and such failure continues for fifteen (15) days after written notice from Lessor;
 3. Lessee becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors;
 4. The Equipment is attached, seized, subjected to a writ or distress warrant, or is levied upon; or
 5. Lessee attempts to sell, transfer, encumber, sublet, or part with possession of the Equipment.
2. **Remedies.** Upon the occurrence of an event of default, Lessor may, at its option, exercise any one or more of the following remedies:
 1. Terminate this Agreement and Lessee's right to possession of the Equipment;
 2. Declare all Rental Fees and other amounts due under this Agreement for the remainder of the term immediately due and payable;
 3. Enter upon Lessee's premises and take possession of the Equipment without notice, demand, or legal process;
 4. Pursue any other remedy available at law or in equity.
3. **No Waiver.** No failure or delay by Lessor in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE XI. INDEMNIFICATION

1. **Indemnification by Lessee.** Lessee shall indemnify, defend, and hold harmless Lessor, its officers, directors, employees, agents, and representatives from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or relating to (a) Lessee's use, operation, or possession of the Equipment, (b) any breach by Lessee of any provision of this Agreement, or (c) any injury to persons or property caused by the Equipment or its use during the Rental Period.



2. **Survival.** The indemnification obligations set forth in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XII. LIMITATION OF LIABILITY

1. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. LESSEE ACCEPTS THE EQUIPMENT "AS IS."
2. **Limitation of Damages.** IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE EQUIPMENT, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. **Maximum Liability.** LESSOR'S MAXIMUM LIABILITY TO LESSEE UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL RENTAL FEES PAID BY LESSEE TO LESSOR UNDER THIS AGREEMENT.

ARTICLE XIII. MISCELLANEOUS

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.
2. **Amendments.** This Agreement may be amended only by a written instrument executed by both parties.
3. **Assignment.** Lessee shall not assign, transfer, or sublet this Agreement or the Equipment without Lessor's prior written consent. Any attempted assignment, transfer, or subletting without such consent shall be void.
4. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or by overnight courier service, to the addresses set forth in the preamble to this Agreement or to such other address as either party may designate by notice to the other in addition to DocuSign and email with delivery and read receipt.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provisions.
6. **Venue.** The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Tarrant County, Texas, and the parties hereby consent to the jurisdiction of such courts.



7. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT.
8. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, flood, war, act of God, act of terrorism, act of public enemy, embargo, or any other cause beyond the reasonable control of such party.
11. **Attorneys' Fees.** In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
12. **Survival.** The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement shall survive, including, without limitation, Articles III, VII, XI, XII, and XIII.
13. **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Agreement.
14. **Relationship of Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.
15. **Headings.** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
16. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.