

Rental Tool Terms and Conditions (these "Terms and Conditions")

Effective Date: \_\_\_\_\_, 202

Owner: International Motor, LLC\*, a Delaware limited liability company d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah, having a principal place of business at 2701 Navistar Drive, Lisle, Illinois 60532 ("**Owner**" or "**International**")

Renter: \_\_\_\_\_, a \_\_\_\_\_ corporation, having a principal place of business at \_\_\_\_\_ ("**Renter**")

Renter is renting the following tool from Owner (the "**Rental Tools**"):

Level 1

- CTECH3FR250A-Rental, Wrench 1/2"sq drive Flex Head Torque
- KL50007-Rental, Heavy Duty Head Counter Bore Cutter
- 12-801-01-20-Rental, NGV Common Cluster Programming Harness

Level 2

- 34266-Rental, Serial BDM Programmer
- ZTSE4445-Rental, 120-Pin Breakout Box

Level 3

- OPBT-Rental, Oil Pump Bushing Tool
- TRK-HG997521-Rental, 5/8 Huck Gun Assembly
- TRK-HG997523-Rental, 3/4 Huck Gun Assembly
- 16-999-01-Rental, Airbag Deployment Harness
- 15-132-01-Rental, Propane Evacuation Unit
- Eaton Endurant XD Tool Set-Rental, Eaton Endurant XD Transmission Overhaul Tool Set
- 12-183-01-Rental, 15L Seal Installer/Remover
- KP496-PQ126-Rental, PicoScope and NVH Starter
- 00-01085-00- Rental, Maxxforce Harness Kit, Rental Level 3, 25lbs

**DEFINITIONS**

- a. The term "**Renter**" as used herein, is defined as the International dealer identified above, with an active dealer code.
- b. The term "**Level**" as used herein, is defined as the pricing structure based on the value of the Rental Tool(s) in accordance with Section (b) of these Terms and Conditions
- c. The term "**TWO-WEEK**" as used herein, is defined as the rental period commencing on the date of delivery of the Rental Tool(s) and expiring two weeks thereafter.
- d. The term "**Return Material Authorization**" or "**RMA**" as used herein, is defined as a dated authorization document provided by Owner to Renter to return the Rental Tool(s).

**RENTAL TERMS AND CONDITIONS**

All orders for Rental Tool(s) received by Owner shall be governed only by these Terms and Conditions, notwithstanding any additional or conflicting terms and conditions in any purchase order, invoice, proposal, offer or any other similar form issued by Renter. Owner hereby objects to any terms and conditions that may be found in any purchase order, invoice, proposal, offer, or any other similar form issued by Renter and

hereby notifies Renter that such additional or conflicting terms and conditions are null and void. Renter's acceptance of any quote, proposal, or offer made by Owner for the rental of the Rental Tool(s) is expressly made subject to these Terms and Conditions, and none of Owner's agents' or representatives' written or electronic acknowledgement or acceptance thereof, or the transmission to Owner or its agents or representatives of any order, invoice, proposal, offer or similar form for such Rental Tool(s), or acceptance of or payment for any Rental Tool(s) covered hereby shall amend, modify or waive these Terms and Conditions. Owner's failure to expressly object to any provision contained in any communication from Renter shall not be deemed a waiver of any provision hereof. Any modification, amendment, or change to these Terms and Conditions, or in any document or agreement referred to herein, must be specifically agreed to in writing and signed by an authorized signatory of Owner before being binding on either party. No order for Rental Tool(s) will be binding upon Owner unless and until such order is accepted in writing by Owner pursuant only to these Terms and Conditions. Owner may accept or reject any order at its' sole discretion.

**a. RENTAL CONTRACT**

All Rental Tool(s) are labeled as for "DEALER USE ONLY" and/or "NOT FOR RESALE" as stated in the applicable product tool description and may not be resold. ALL Rental Tool(s) are available for a "TWO-WEEK" rental period commencing on the date of delivery and shall expire two weeks thereafter as set forth in the RMA. A rental fee will be applied to each rental tool based on the tool **LEVEL** as further described in Section (b) of these Terms and Conditions. Renter shall keep the Rental Tool(s) in good and substantial order, damage by fire included, in its own custody at its address as identified herein. Renter shall have no authority to, sell, mortgage, subject to or place lien upon, remove, or part with the possession of the Rental Tools without the prior written consent of Owner, and shall permit persons authorized by Owner at all reasonable times to inspect the condition of the Rental Tool(s).

**b. PRICES**

Renter shall pay Owner a rental fee charge based on the applicable "**LEVEL**" of the Rental Tool for the Rental Period (as defined below) as follows; Level 1 \$200, Level 2 \$300, and Level 3 will be a 10% fee based on the value of each applicable Rental Tool. Renter is responsible for inbound and outbound shipping for all Rental Tool(s) pursuant to these Terms and Conditions.

**c. RENTAL PERIOD; RENTAL TOOL RETURN**

ALL rental tool(s) will be returned on or before the expiration of the "**TWO-WEEK**" rental period identified in the "**RMA**" (the "Rental Period"). **PLEASE NOTE: An RMA will be provided once Rental Tool(s) delivery(ies) has been confirmed.** All Rental Tool(s) are to be returned to Owner at the end of the Rental Period at: International Motors LLC., Woodridge Product Support Center, 1000 Davey Rd., Suite 800, Woodridge, IL 60517.

**d. ADDITIONAL RENTAL TOOL RETURN FEES**

In the event the Rental Tool(s) is not returned within the Rental Period as described above Renter will be charged a late fee of \$50.00 weekly for a maximum of two (2) additional weeks after the Rental Period for each Rental Tool. In the event the Rental Tool(s) is not returned within such two (2) period thereafter, Renter will be liable to Owner for the full value of the applicable Rental Tool(s) plus a fifteen percent (15 %) unreturned tool fee.

**e. PERMITTED USE/ LIABILITY FOR DAMAGE**

Renter agrees that Owner has no control over the way the Rental Tool(s) is being operated during the Rental Period. Renter warrants that prior to each use of any Rental Tool, Renters will inspect such Rental Tool to confirm that it is in good working condition. In the event the Rental Tool(s) is

**DAMAGED** during Renter's possession/use, Renter will immediately stop the use of such damaged Rental Tool and immediately notify Owner. Renter agrees that Renter will be held responsible for the cost of repairs/loss of all Rental Tool(s). Rental Tool repairs will not be performed by Renter. All Rental Tool(s) will be inspected by Owner upon return, if any Rental Tool is found damaged, Renter will be responsible for the cost of repairs. If a Rental Tool must be replaced, Renter is liable to Owner for the value of such Rental Tool plus a fifteen percent (15 %) unreturned tool fee.

**f. WARRANTY**

NO WARRANTIES ARE GIVEN BEYOND THOSE EXPRESSLY DESCRIBED HEREIN. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. OWNER SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO RENTER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. OWNER FURTHER EXCLUDES ANY AND ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ON THE PART OF OWNER OR ITS AFFILIATES AND SUBSIDIARIES. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER ADDITIONAL WARRANTIES OR TO ASSUME ANY LIABILITIES OR OBLIGATIONS ON OWNER'S BEHALF UNLESS MADE OR ASSUMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF OWNER.

**ACKNOWLEDGED AND AGREED:**

**[RENTER NAME]**

Service Manager: \_\_\_\_\_

Service Tech: \_\_\_\_\_

Date: \_\_\_\_\_