

INNOVATIVE RENTAL SUPPLY

General Safety Training Agreement

These General Safety Training Terms and Conditions (the “**Agreement**”) govern safety-training services provided by **Innovative Rental Supply** (“**Innovative**”) to any person or organization that requests, schedules, purchases, pays for, or permits attendance at Innovative’s training services (“**Customer**”). An individual attending training on Customer’s behalf is a “**Participant**.”

Customer accepts this Agreement by submitting a registration, issuing a purchase order, approving a quote, scheduling or requesting Training, paying an invoice, or allowing a Participant to attend Training. No separate signature or client-specific agreement is required unless Innovative elects to use one.

1. Training Services

Innovative may provide safety-training services, including classroom instruction, demonstrations, practical exercises, equipment familiarization, simulations, and other hands-on activities (collectively, the “**Training**”). The applicable course, date, time, location, fee, and other course-specific terms will be stated in Innovative’s written quote, registration confirmation, invoice, course description, purchase order acceptance, or other written communication (the “**Training Confirmation**”).

The Training is educational in nature. Innovative does not guarantee that a Participant will pass an examination, obtain or maintain a certification, retain course content, achieve a particular safety outcome, or satisfy every legal, regulatory, employer, insurer, customer, or third-party requirement. Customer is solely responsible for determining whether the Training is appropriate for its operations and whether additional training, supervision, site-specific instruction, certification, retraining, or refresher training is required.

2. Customer and Participant Responsibilities

Customer is responsible for authorizing Participants to attend, confirming that they are able to participate safely, and ensuring that they understand the Training’s nature and expected activities. Customer must provide Innovative with reasonably complete information about any Customer-provided site, known hazards, applicable rules, equipment restrictions, and special requirements relevant to the Training.

Participants must arrive on time, follow all trainer and facility instructions, use required personal protective equipment (“**PPE**”), promptly report injuries or unsafe conditions, and participate only within the limits of their training, physical capability, and authorization. Innovative may remove, exclude, or decline to permit any Participant to take part in all or

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part of the Training when the Participant appears impaired, ill, unsafe, disruptive, unwilling to follow instructions, insufficiently equipped, or otherwise unable to participate safely. Such action does not relieve Customer of amounts otherwise due.

Responsibility	Customer	Participant	Innovative
Confirm attendance authorization and training suitability	Yes	—	—
Follow training, facility, and safety rules	—	Yes	Yes
Provide or require course-specific PPE when stated in the Training Confirmation	Yes	Yes	—
Stop or modify an activity when unsafe conditions arise	—	Yes	Yes
Maintain workplace supervision and safety systems after Training	Yes	—	—

3. Hands-On Training Acknowledgment and Safety Disclaimer

Customer understands that hands-on Training may involve ordinary and inherent risks associated with the relevant activity, including physical exertion, use of training aids or equipment, slips, trips, falls, strains, minor injuries, and exposure to controlled training environments. These risks may increase because of a Participant's failure to follow instructions, improper equipment use, undisclosed health limitations, unsafe conduct, or site conditions.

Customer is responsible for ensuring that each Participant who will engage in hands-on Training completes any course-specific acknowledgment, release, health-attestation, or other participation document that Innovative reasonably requires before participation. To the maximum extent permitted by applicable law, Customer accepts responsibility for its Participants' compliance with Training instructions and safety requirements.

Innovative may suspend, postpone, modify, relocate, or discontinue a hands-on activity if its trainer reasonably determines that weather, facility conditions, equipment condition, Participant conduct, staffing, or another safety concern makes the activity unsafe or impracticable. When feasible, Innovative will provide a reasonable alternative activity or arrange to complete the affected portion later.

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Nothing in this Agreement is intended to waive or limit liability that cannot legally be waived or limited, including liability arising from a Party's gross negligence, willful misconduct, or other nonwaivable conduct.

4. Scheduling, Attendance, and Completion Records

The Training Confirmation establishes the applicable schedule, location, format, class size, fee, and course requirements. Customer must provide accurate Participant names and any required contact information by the deadline stated in the Training Confirmation or otherwise requested by Innovative.

Innovative will issue attendance, completion, examination, certificate, card, credential, letter of completion, or other proof of Training only for Training actually completed and only when applicable attendance, participation, examination, and payment requirements have been met. **All certificates and proof of Training will be withheld until every invoice and charge due from Customer to Innovative for the applicable Training, including any no-show fees, has been paid in full.** A Participant's completion of course activities does not create a right to receive a certificate or proof of Training before full payment is received. If a hands-on activity cannot safely be completed, Innovative may document only the portion completed unless a make-up session is scheduled.

5. Fees and Payment Terms

Customer must pay the fees stated in the Training Confirmation or invoice, plus applicable taxes and approved travel, facility, materials, or other stated expenses. Unless Innovative agrees otherwise in writing, the following terms apply.

Customer Status / Invoice Type	Payment Term	Due Date	Condition
Customer does not have a current, approved Innovative credit account	Pre-payment required	Before the Training date	Innovative may reserve the date, provide materials, or permit attendance only after payment is received.
Invoice issued without approved credit terms	Payment due upon receipt	Upon receipt of invoice	Applies unless Innovative expressly approves a different term in writing.
Customer has an existing, current, and approved Innovative credit account	Net 30	Thirty (30) calendar days from invoice date	Available only while the credit account remains in good standing.

If a Customer's credit account is suspended, expired, delinquent, or otherwise not in good standing, Innovative may require pre-payment or payment due upon receipt for future

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Training. Innovative will withhold all certificates and proof of Training until all amounts due for the applicable Training have been paid in full, and may withhold materials, make-up access, or future scheduling until all undisputed amounts are paid.

6. Late Payments and Collection Costs

Any undisputed amount not paid when due will accrue a **late charge of twelve percent (24%) per annum**, equivalent to **one percent (2%) per month**, calculated from the payment due date until the amount is paid in full. If applicable law permits a lower maximum rate, the late charge will be reduced automatically to the maximum lawful rate.

Customer must also reimburse Innovative for reasonable costs incurred to collect overdue undisputed amounts, including reasonable collection-agency fees, court costs, and attorneys' fees, to the extent permitted by law. Innovative may suspend further Training, cancel future reservations, or require pre-payment while any undisputed balance remains overdue.

7. No-Show Fee

A **\$75.00 no-show fee per registered Participant** will be assessed when a Participant fails to attend the scheduled Training, fails to appear by the applicable attendance cutoff, or otherwise does not begin the Training without prior notice accepted by Innovative. The fee is intended to recoup trainer time, reserved capacity, materials, administration, and other Training expenses incurred in preparation for that Participant.

The no-show fee is in addition to any Training fee that is otherwise nonrefundable or due under this Agreement. Innovative may waive the fee in writing when it determines that a documented emergency circumstance or an Innovative-caused scheduling change justifies a waiver. Customer is responsible for all no-show fees incurred by its Participants, and Innovative may include those fees on the applicable invoice.

8. Cancellation and Rescheduling

A Customer seeking to cancel or reschedule Training must submit the request in writing to Innovative using the scheduling contact or method identified in the Training Confirmation. Innovative will use reasonable efforts to accommodate a timely request, subject to instructor availability, venue commitments, materials already ordered, and nonrecoverable costs.

Any applicable cancellation fee, rescheduling fee, credit, or refund will be stated in the Training Confirmation, quote, invoice, or other written communication from Innovative. If no specific term is stated, Innovative may charge reasonable, documented, nonrecoverable expenses incurred because of a late cancellation or rescheduling request, to the extent

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permitted by law. A Participant who is moved to another session after failing to appear may remain subject to the no-show fee under Section 7.

9. Inclement Weather and Emergency Conditions

Innovative may delay, shorten, suspend, postpone, relocate, or cancel Training when, in its reasonable judgment, inclement weather, unsafe road conditions, a government advisory or closure, utility interruption, disaster, public-health emergency, facility closure, or another emergency condition makes travel, attendance, or the Training environment unsafe or impracticable.

Innovative will notify the Customer using the scheduling or billing contact information associated with the applicable Training as soon as reasonably practical. Innovative will first offer a rescheduled date or, where appropriate, a comparable alternative format. If Innovative cannot reasonably reschedule the affected Training, Customer will receive a credit or refund of prepaid fees for the unprovided portion of the Training.

Innovative is not responsible for Customer's or Participants' travel, lodging, wages, lost productivity, or other indirect costs arising from a weather- or emergency-related change. If Innovative reasonably determines that Training may proceed safely but Customer or a Participant elects not to attend, the absence will be handled under the applicable cancellation, rescheduling, and no-show provisions.

10. Facilities, Equipment, and PPE

When Customer provides the Training location, Customer represents that the location is reasonably safe, lawful, accessible, and suitable for the planned Training. Customer must disclose known hazards, provide access needed for the Training, and comply with applicable facility rules. Innovative may inspect the location, refuse unsafe equipment, or require reasonable safety measures before beginning a hands-on activity.

Unless the Training Confirmation provides otherwise, Customer is responsible for ensuring that Participants bring or are provided all required PPE and Customer-specific equipment. Innovative may prohibit participation by any person who lacks required PPE or cannot safely use the required equipment.

11. Limitation of Training Scope and Liability

Innovative's Training is not a substitute for Customer's independent safety program, job-hazard analysis, workplace supervision, equipment inspection and maintenance, emergency planning, regulatory compliance obligations, or consultation with qualified safety, legal,

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medical, or technical professionals. Innovative is not responsible for conditions, equipment, procedures, instructions, work practices, or operations outside the particular Training actually delivered.

To the maximum extent permitted by law, neither Party will be liable to the other for indirect, incidental, special, consequential, exemplary, or punitive damages arising from this Agreement, including lost profits, business interruption, loss of use, or lost productivity. This limitation does not apply where prohibited by law or to liability arising from gross negligence, willful misconduct, or other nonwaivable conduct.

12. Records and Privacy

Innovative may retain attendance records, completion records, test results, and other Training administration records for business, compliance, and credentialing purposes. Customer authorizes Innovative to provide relevant records to Customer and, when applicable, to the credentialing organization or regulatory body identified in the Training Confirmation. Each Party must handle personal information in accordance with applicable law and its own privacy practices.

13. General Terms

This Agreement, together with the applicable Training Confirmation, states the complete agreement concerning the Training and supersedes prior discussions concerning that Training. A conflict will be resolved in the following order: first, the Training Confirmation for course-specific commercial terms; second, this Agreement; and third, any Customer purchase order, unless Innovative expressly accepts a purchase-order term in writing.

Innovative may use qualified instructors or subcontractors to perform the Training. If any provision of this Agreement is unenforceable, the remaining provisions will remain in effect to the extent permitted by law. A waiver is effective only if in writing and does not waive any later breach.

This Agreement is governed by the laws of the state in which Innovative principally conducts the applicable Training, without regard to conflict-of-law principles, unless the Training Confirmation states otherwise or applicable law requires a different rule. Venue for a dispute will lie in a court of competent jurisdiction in the county where Innovative principally conducts the applicable Training, unless prohibited by law.

Innovative Companies

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Effective Date: 01.01.2026