

Goldfinch Rentals: Rental and Service Terms, and Terms and Conditions.

Please read carefully. This agreement includes an indemnification clause, a class action and jury waiver, and limitations of Goldfinch Rentals liability. By accepting delivery of the Equipment or Services (defined below) or making payment(s) to Goldfinch Rentals for the same, Customer agrees to be bound by the Rental and Service Terms and the Terms and Conditions.

1. DEFINITIONS

“Agreement” means the Reservation Details (as defined below), together with any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

“Goldfinch Rentals” or **“Goldfinch”** means Goldfinch Rentals LLC.

“Equipment” means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles.

“Customer” means the person or entity identified in the Reservation Details or any representative, agent, officer or employee of Customer. The Customer must be 18 years of age or older and a Qualified Operator as indicated below.

“Qualified Operator” means an individual 18 years of age or older who is permitted by Customer to operate the Vehicle within the United States. This includes only the individuals identified in the Rental and Service Agreement as additional Qualified Operator(s). All Qualified Operators must have a validly issued operator’s license that is in English, and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer’s obligations related to the Vehicle and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Vehicle.

“Rental and Service Agreement” means the agreement made between Customer and Goldfinch for Goldfinch to rent Equipment and/or provided Services, whether that Agreement is made in person, online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

“Rental Period” means the period of time between the *“Rental time”* and *“Rental return time,”* set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier if Customer returns the Equipment earlier. **“Credit Card”** means the credit card provided by Customer as part of this Agreement or otherwise kept on file with Goldfinch.

“Reservation Details” means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Rental and Service Agreement, as the case may be.

“Service” or **“Services”** means the delivery, pick up and repair of Equipment and other services provided by Goldfinch in connection with the rental of Equipment

2. AUTHORITY TO SIGN; FORM CONTRACTS

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. INDEMNITY / HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD GOLDFINCH, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS OR ACTIONS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE (A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION OR RENTAL OF THE EQUIPMENT, (B) CLAIMS BY ANY CUSTOMER, INDEPENDENT CONTRACTOR OR CUSTOMER EMPLOYEE, AGAINST CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT CUSTOMER FAILED TO DISCLOSE OR OBTAIN CONSENT TO DATA COLLECTION CONTEMPLATED UNDER THIS AGREEMENT OR (C) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH GOLDFINCH RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST GOLDFINCH BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY GOLDFINCH FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF GOLDFINCH. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ANY THIRD PARTY CLAIMS. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. ASSUMPTION OF RISK

OPERATION OF EQUIPMENT OF ANY KIND HAS RISK, INCLUDING RISK OF INJURY UP TO AND INCLUDING DEATH. THE CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH OPERATING AND POSSESSING ANY GOLDFINCH RENTALS EQUIPMENT.

5. INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Goldfinch is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify Goldfinch. Customer shall abide by all third party manufacturer requirements regarding repair, maintenance, and notice.

6. LIMITATION OF LIABILITY

In no event shall Goldfinch be liable or responsible to Customer or any other party for: (A) any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or

its use, or Services; (B) Goldfinch's failure to deliver the Equipment as required hereunder or Goldfinch's failure to repair or replace non-working Equipment; (C) any incidental, consequential, punitive or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; or (D) any liquidated damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Goldfinch and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

7. CUSTOMER RESPONSIBILITIES

Customer shall provide Goldfinch with the information and the documentation Goldfinch requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, and Goldfinch is relying on the accuracy and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for Goldfinch to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including Goldfinch and its employees, and for ensuring that the Services are carried out in compliance with applicable laws. In the event that Goldfinch, in its sole discretion, determines that it is unable to perform the Services because Customer has not provided a secure and safe work environment, Goldfinch reserves the right to refuse to provide the Services and/or provide the Equipment without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by Goldfinch.

8. EQUIPMENT USE

Use of equipment. Customer is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer is responsible for supervising the equipment and preventing unauthorized use. Damages resulting from leaving equipment unsecured, misuse by non-authorized users, or personal or equipment exposure to adverse conditions are the customer's responsibility. Customer agrees to: (i) check filters, oil, fluid levels and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify Goldfinch if Equipment needs repair or maintenance. Customer acknowledges that Goldfinch has no responsibility to inspect the Equipment while it is in Customer's possession. Goldfinch shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

9. COMPLIANCE WITH APPLICABLE LAWS

Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without

limitation, disposal of waste or other materials, and security, traffic control and road crossings associated with the use of the Equipment. When transporting Non-Hazardous Waste, Goldfinch shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

10. WARRANTY / DISCLAIMER OF WARRANTIES

GOLDFINCH WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GOLDFINCH MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, GOLDFINCH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, GOLDFINCH SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT.

11. MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify Goldfinch. If such condition is the result of normal operation, Goldfinch will repair or replace the Equipment with reasonably-similar Equipment in working order, if such replacement Equipment is available. Goldfinch has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must request return of the Equipment within twenty-four (24) hours from the time of defect in order to terminate rental charges.

12. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

At the expiration of the Rental Period, Customer will return the Equipment during Goldfinch's regular business hours, or at an agreed upon time outlined in the Rental Agreement, or if Goldfinch has agreed to pick up the Equipment, Goldfinch shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies Goldfinch that they have completed use of the equipment. Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned by Customer or picked up by Goldfinch. The customer is responsible for properly securing any equipment against theft using provided locks/cables if making an after hours return. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Goldfinch for any reason whatsoever, Customer will pay Goldfinch the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Goldfinch the reasonable cost of repair. Customer agrees that Goldfinch reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

13. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be considered reasonable wear and tear: (A) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (B) any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (C) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (D) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (E) wear resulting from use in excess of time period for which rented; and (F) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

14. LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, Goldfinch, in its sole discretion, may require Customer to do any of the following: (A) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement; (B) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; (C) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period. Customer agrees that Goldfinch reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

15. CUSTOMER PERSONAL PROPERTY

With respect to any personal property left in or on the Equipment upon expiration of the Rental Period, Goldfinch is not responsible for any Customer's, or any other person's, personal property. Goldfinch expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. Goldfinch or its agents may remove the personal property from the Equipment. Under no circumstances are Goldfinch or its agents responsible for any personal property that may be lost, stolen, or damaged. Customer personal property left in or on the Equipment upon expiration of the Rental Period may be considered abandoned, unclaimed property in accordance with applicable state law.

16. RENTAL PERIOD / CALCULATION OF CHARGES

Rental charges commence at the "Rental time" indicated in the Rental and Service Agreement and end when the Equipment is either returned during Goldfinch's regular business hours, returned using after-hours procedures with a previously agreed upon after-hours return, or picked up by Goldfinch after Customer notifies Goldfinch that the Equipment ready for return. Pick-up and delivery by Goldfinch is subject to mileage rate charged to the customer; the amount(s) of which are disclosed on the Rental and Service Agreement. Rental charges do not include the any applicable Taxes (as defined below), the delivery mileage charges, or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, Goldfinch shall invoice Customer for any additional excess cleaning or repair costs, including: (A) removal of any alterations made by Customer to the Equipment; (B) restoration of the Equipment to its original configuration. As set forth herein, "Taxes" shall mean sales tax, goods and services tax, property taxes (including, without limitation, the Estimated Personal Property Tax Reimbursement Charge) or other taxes, levies and assessments required to be collected by Goldfinch from Customer at any time upon, or in respect of, the Equipment and/or this Agreement. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift"

usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement.

17. TITLE / NO PURCHASE OPTION / NO LIENS

The Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Goldfinch. Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

18. DEFAULT

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Goldfinch anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, Goldfinch may do any one or more of the following: (A) terminate the Rental Period; (B) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (C) cause Goldfinch employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Goldfinch in retaking and repossessing the Equipment; or (D) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

19. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of Goldfinch, and any such action by Customer, without Goldfinch's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless Goldfinch approves otherwise in writing. Goldfinch may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

20. ENTIRE AGREEMENT / ONLY AGREEMENT

These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and Goldfinch with respect to the Equipment and the rental and servicing of the Equipment. There are no oral or other representations or agreements not included herein. None of Goldfinch's rights or Customer's rights may be changed and no extension of

the terms of this Agreement may be made except in writing, signed by both Goldfinch and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

21. ORDER OF PRECEDENCE

These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Goldfinch. In the event that Goldfinch signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

22. CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Goldfinch as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Goldfinch. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

23. JURY WAIVER

The federal and state courts in the county in which Goldfinch Rentals is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on Goldfinch, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for Goldfinch. Goldfinch shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

24. OTHER PROVISIONS

- A. Any failure of Goldfinch to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of Goldfinch's right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against Goldfinch as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- B. Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees and other expenses incurred by Goldfinch in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.
- C. Customer shall pay the rental charges without any offsets, deductions or claims.
- D. Customer consents to the collection, use and disclosure of his or her personal identification and financial information. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of

birth, driver's license number and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with Goldfinch and for Goldfinch to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers and other third parties that support Goldfinch's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

- E. Goldfinch shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (1) permanent closure of Goldfinch Rentals (2) declaration of any emergency, disaster or similar situation by any federal, state or local government; or (3) as otherwise set forth in this Agreement.
- F. If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

25. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

26. FORCE MAJEURE

Neither party shall be liable to the other party for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, weather related events (including but not limited to blizzard, tornado, wind storm, ice storm), war, insurrection, act of terrorism, riots, flood, and any other natural disaster, pandemic or other causes beyond the reasonable control and not due to the fault of the non-performing party.

27. CHANGES TO THE RENTAL AND SERVICE TERMS

Goldfinch reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be effective immediately upon public posting on Goldfinch's website. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.