



Dispenser No Charge Lease Terms

Lease Terms

- 1 Parties** This Agreement is between Boettcher Service and Supply INC and the customer identified in the Agreement Information section (Customer). Boettcher Service and Supply INC is the Lessor, and Customer is the Lessee.
- 2 Equipment Covered** Boettcher Service and Supply INC leases to Customer the dispensers and related components listed in the Dispenser Equipment table, together with any replacements, additions, or substitutions documented by both parties (Equipment). Customer accepts the Equipment after a reasonable opportunity to inspect it.
- 3 No Separate Lease Charge** Customer will not pay a separate periodic lease charge while Customer complies with this Agreement. Customer understands that its product purchase commitment is part of the consideration for the right to possess and use the Equipment. No lease charge does not mean that the Equipment has been sold, given, or transferred to Customer.
- 4 Product Purchase Commitment** During the term, Customer will purchase from Boettcher Service and Supply INC all chemical, soap, sanitizer, cleaner, or other consumable product dispensed through the Equipment. Customer will use only products approved by Boettcher Service and Supply INC for that Equipment and will meet any minimum purchase or order frequency completed in the Approved Products and Purchase Commitment table. Product purchases are governed by Boettcher Service and Supply INC invoices, account terms, and applicable product documentation. Prices, taxes, delivery charges, and product availability may change from time to time.
- 5 No Substitution** Customer will not place another supplier's product, a diluted substitute, an altered formula, or an unapproved product in the Equipment. Customer is responsible for damage, contamination, inaccurate dilution, safety incidents, and service costs caused by unapproved products or unauthorized changes.
- 6 Term** The initial term begins on the Effective Date and continues for 12 months unless the parties write a different term here: _____. After the initial term, the Agreement continues month to month until ended under Section 16.

Ownership Installation and Use

- 7 Ownership** Boettcher Service and Supply INC retains sole title to and ownership of the Equipment. Customer receives only the right to possess and use the Equipment during the term. Customer will not sell, assign, pledge, encumber, sublease, alter ownership labels, or allow any lien against the Equipment. As between the parties, Equipment attached to a wall, counter, plumbing line, or other surface remains personal property and does not become part of the real estate.
- 8 Site Permission** Customer confirms that it owns the service location or has authority from the property owner to install, operate, service, and remove the Equipment. Customer will obtain any required landlord, property manager, plumbing, electrical, health, or governmental approval before installation.

- 9 Installation** Boettcher Service and Supply INC may install the Equipment or approve installation by another qualified person. Customer will provide reasonable access, suitable mounting surfaces, and any required water, drain, electrical, network, or other site connection unless the parties agree otherwise in writing. Customer must disclose concealed utilities, hazardous materials, weak surfaces, and other known site conditions before work begins.
- 10 Authorized Use** Customer will use the Equipment only at the service location, for its intended commercial purpose, and according to instructions, product labels, safety data sheets, and applicable law. Customer will train its employees and users. Customer may not move, modify, bypass, open, reprogram, or repair the Equipment without written approval from Boettcher Service and Supply INC.

Service Care and Responsibility

- 11 Routine Care** Customer will keep the Equipment clean, secure, and protected from freezing, impact, abuse, vandalism, incompatible chemicals, and unauthorized access. Customer will promptly report leaks, damage, malfunction, loss, or unsafe conditions and will stop using affected Equipment when continued use could cause injury or property damage.
- 12 Maintenance and Repair** While Customer complies with this Agreement, Boettcher Service and Supply INC will provide reasonable maintenance for normal wear at no separate charge unless a service exception is listed below. Customer will provide safe access during normal business hours. Customer will pay for parts, labor, travel, cleanup, and replacement resulting from misuse, neglect, unauthorized product, unauthorized repair or alteration, vandalism, relocation, site conditions, or causes outside normal wear.

Service exceptions or special terms

- 13 Risk of Loss and Damage** Customer is responsible for the Equipment while it is in Customer's possession or control, except for ordinary wear. If Equipment is lost, stolen, destroyed, not returned, or damaged beyond economical repair for a reason chargeable to Customer, Customer will pay the replacement value listed in the Dispenser Equipment table. If no value is listed, Customer will pay Boettcher Service and Supply INC's reasonable current cost to replace the Equipment with the same or a comparable unit, less any insurance proceeds actually received by Boettcher Service and Supply INC for that loss.
- 14 Insurance** Customer will maintain commercially reasonable liability and property insurance for its operations and the Equipment and will provide evidence of coverage upon reasonable request. This requirement does not limit Customer's responsibilities under this Agreement.
- 15 Access and Inspection** With reasonable notice, Boettcher Service and Supply INC may enter the service location during normal business hours to inspect, inventory, maintain, replace, or remove the Equipment. Advance notice is not required in an emergency or when immediate action is reasonably needed to prevent injury or material property damage, subject to site access rules.

Ending the Agreement

- 16 Termination Without Default** After the initial term, either party may terminate this Agreement by giving 30 days' written notice. During the initial term, the parties may end the Agreement by mutual written consent. Boettcher Service and Supply INC may also discontinue the no-charge program or particular Equipment on 30 days' written notice, provided Customer is not charged a lease fee for the remaining notice period.
- 17 Customer Default** Customer is in default if Customer fails to pay a product invoice when due, does not meet the purchase commitment, uses unapproved product, misuses or endangers the Equipment, denies reasonable access, transfers or encumbers the Equipment, becomes insolvent,

ceases business at the service location, or materially breaches this Agreement. Except for an urgent safety issue, threatened loss, unauthorized transfer, or insolvency, Boettcher Service and Supply INC will give Customer 10 days after written notice to cure a default when the default can reasonably be cured.

- 18 Remedies** After an uncured default, Boettcher Service and Supply INC may suspend service or product delivery, cancel the Agreement, take possession of the Equipment where permitted by law, and recover its reasonable direct loss and removal or repair costs. These rights are cumulative and are subject to applicable law. Boettcher Service and Supply INC will not enter a locked or restricted area without permission or legal authority.
- 19 Return and Removal** When this Agreement ends, Customer will stop using the Equipment, keep it secure, and allow Boettcher Service and Supply INC to remove it promptly. Customer will return all components in substantially the same condition as received, ordinary wear excepted. Customer may not remove the Equipment itself unless Boettcher Service and Supply INC gives written approval. Boettcher Service and Supply INC will use reasonable care during removal but is not responsible for ordinary holes, marks, utility disconnections, or surface restoration inherent in removing properly installed Equipment unless caused by Boettcher Service and Supply INC's negligence.

Risk Allocation and General Terms

- 20 Product and Equipment Warranties** Boettcher Service and Supply INC will pass through any transferable manufacturer warranty available for the Equipment or approved products. Except for any written warranty expressly provided by Boettcher Service and Supply INC and to the extent permitted by law, the Equipment is provided as is. Customer remains responsible for selecting products suitable for its facility and following labels, directions, dilution controls, safety data sheets, and regulatory requirements.
- 21 Limitation of Liability** To the extent permitted by law, neither party is liable to the other for lost profits, lost business, loss of use, or indirect, incidental, special, exemplary, or consequential damages arising from this Agreement. This limitation does not apply to payment obligations, damage to the Equipment, misuse of products, confidentiality duties, indemnity obligations, gross negligence, willful misconduct, or liability that cannot legally be limited.
- 22 Indemnity** Each party will defend and indemnify the other party and its owners, employees, and agents against third-party claims, damages, and reasonable costs to the extent caused by the indemnifying party's negligence, willful misconduct, or breach of this Agreement. Customer's obligations include claims caused by unapproved products, unauthorized modification, unsafe site conditions, or use contrary to labels and instructions. This section does not require either party to indemnify the other for the other party's own negligence or willful misconduct.
- 23 Taxes and Charges** Customer is responsible for sales, use, excise, personal property, or similar taxes attributable to Customer's product purchases, possession, or use, excluding taxes based on Boettcher Service and Supply INC's net income. Customer will not be charged a separate lease payment unless the parties sign a written amendment.
- 24 Assignment** Customer may not assign this Agreement or relocate or transfer the Equipment without prior written consent from Boettcher Service and Supply INC. Boettcher Service and Supply INC may assign this Agreement together with ownership of the Equipment or as part of a sale or reorganization of its business, provided the assignee assumes Boettcher Service and Supply INC's obligations.
- 25 Notices** Notices under this Agreement must be delivered personally, by nationally recognized carrier, by certified mail, or by email to the contacts listed in this Agreement. Email notice is effective when acknowledged by the recipient or when followed by another permitted method. Either party may update its notice contact in writing.

- 26 Governing Law and Venue** Missouri law governs this Agreement without regard to conflict-of-law rules. Any court action arising from this Agreement must be filed in a state or federal court with jurisdiction in Greene County, Missouri, unless applicable law requires another venue.
- 27 Entire Agreement** This Agreement, its completed tables, and any written attachments are the entire agreement concerning the Equipment and replace prior oral or written discussions on the same subject. An amendment must be in writing and signed by both parties. Purchase invoices and account terms continue to govern product sales; if they conflict with this Agreement about ownership or return of the Equipment, this Agreement controls.
- 28 Severability and Waiver** If a provision is unenforceable, it will be limited only as necessary, and the remaining provisions will continue. A delay or failure to enforce a right does not waive that right or any later breach.
- 29 Electronic Signatures and Copies** The parties may sign this Agreement in counterparts and by electronic signature. Each signed copy is treated as an original, and all copies together form one agreement.