

AVANZA EQUIPMENT, LLC

Equipment Rental Return Policy

Effective: 2026 | Governing Document: AEL Rental Contract Terms & Conditions

1. Policy at a Glance

The following table summarizes the key terms of Avanza Equipment's return policy. All terms are governed by the signed Rental Contract, specifically the Terms and Conditions (T&C) referenced below.

Policy Scope	All equipment rented from Avanza Equipment, LLC under a signed Rental Contract
Governing Sections	§2 (Rent & Prepayment), §8 (Malfunctions), §11 (Return Obligations), §15 (Default)
Return Deadline	On or before the last day of the contracted Term as specified on Page 1 of the Contract
Late Return Charges	Billed at AEL's highest incremental rate from the moment the Term expires until return is accepted
Prepayment Refund	NON-REFUNDABLE. No proration for early returns, downtime, or Acts of God
Questions / Disputes	Contact AEL directly. Disputes governed by Texas law; arbitration per AAA Rules

2. Return Deadline & Timing

Equipment must be returned to AEL by the end of the contracted Term as specified on Page 1 (P.1) of the Rental Contract. The return is not considered complete until AEL physically receives and accepts the equipment.

2.1 Late Returns

Late returns are not eligible for any grace period. Charges begin accruing immediately after the Term expires at AEL's highest incremental rate and continue until the item is accepted by AEL. This applies regardless of:

- Delays caused by weather, traffic, or Acts of God
- Time in transit
- Periods of non-use during the Term
- Force majeure events

2.2 Authorized Usage Limits

Rental rates are calculated on a single-shift, normal-use basis. Exceeding the following usage thresholds will result in additional charges at AEL's highest incremental rate:

Period	Included Hours	Overage Rate
1 Rental Day	8 hours	Highest incremental rate
7 Rental Days	40 hours	Highest incremental rate
28 Rental Days	160 hours	Highest incremental rate

Lessees are responsible for tracking equipment usage hours throughout the Term. AEL may verify usage via Telematics/GPS systems installed on equipment (§14).

3. Return Condition Requirements

Under §11 of the Rental Contract, all equipment must be returned in the exact condition described below. Failure to meet any of these requirements will result in additional charges.

3.1 Pre-Return Checklist

Lessees must ensure all of the following are satisfied before returning equipment. This checklist should be completed and retained as documentation.

Category	Requirement	Done
Timing	Equipment returned on or before the final day of the contracted Term	<input type="checkbox"/>
Completeness	All original batteries, cords, attachments, and peripherals included	<input type="checkbox"/>
Cleanliness	Equipment cleaned — free of dirt, debris, and surface contamination	<input type="checkbox"/>
Decontamination	No asbestos, beryllium, silica, pathogens, or hazardous substances present	<input type="checkbox"/>
Condition	Equipment in good working order, condition, and repair	<input type="checkbox"/>
Servicing	Properly serviced and maintained per manufacturer requirements	<input type="checkbox"/>
Fuel / Charge	Fully fueled and/or charged with correct fluid types (as applicable)	<input type="checkbox"/>
Trailers	Tires, lights, brakes, coupling mechanisms, and latches inspected and serviceable	<input type="checkbox"/>
Personal Items	All personal property and tools removed from the equipment	<input type="checkbox"/>
Documentation	Any accident, theft, or damage incidents reported to AEL before return	<input type="checkbox"/>

3.2 Contamination Standards

AEL enforces strict contamination-free return standards. Equipment must be free of all of the following substances prior to return:

- Asbestos
- Beryllium
- Crystalline silica dust
- Biological pathogens
- Any flammable, explosive, toxic, or hazardous materials

WARNING: Contaminated Returns

- Returning contaminated equipment may trigger remediation costs billed directly to the Lessee.
- AEL may refuse to accept a contaminated return and continue billing rent until the item is properly decontaminated.
- Lessee assumes full liability for all contamination-related cleanup, disposal, and regulatory costs.

4. Prepayment, Cancellation & Refund Policy

Avanza Equipment operates on a net rental basis. All financial obligations under the Rental Contract are unconditional.

4.1 Non-Refundable Prepayments (§2)

- All prepayments, deposits, and estimated rent paid in advance are strictly NON-REFUNDABLE.
- There is no proration of rent for early returns, partial use, or periods of equipment downtime.
- Lessee is not entitled to any cancellation credit or reduction of rent for any reason, including Acts of God or force majeure.
- AEL may deduct any amounts owed from prepayments on file. Prepayments do not cap Lessee's total liability.

4.2 Malfunction / Early Return Exception (§8)

The only circumstance in which any portion of paid rent may be returned is when a bona fide equipment malfunction occurs that:

- Is not the result of any wrongful act, negligence, or misuse by the Lessee or any permitted user; AND
- Does not result from any breach of the Rental Contract.

In such a case, AEL reserves sole discretion to choose one of the following remedies:

- Repair the malfunctioning item
- Provide a comparable replacement item
- Return the unused portion of rent and cancel the contract (for the malfunctioning item only)

IMPORTANT: Exclusive Remedies

- These three remedies are EXCLUSIVE. No other refunds, credits, or damages are available for malfunctions.
- Lessee waives all incidental, consequential, special, exemplary, and punitive damages related to equipment malfunctions.
- AEL — not the Lessee — determines which of the three remedies applies.

5. Prohibited Conduct During & Before Return

The following actions are strictly prohibited under §11 of the Rental Contract and may result in default, additional charges, and/or legal action:

- Texting, emailing, or using any handheld communication device while operating rented equipment
- Operating equipment while under the influence of any intoxicant, including cannabis, cannabinoids, or alcohol
- Abusing, misusing, overusing, concealing, or damaging rented equipment
- Storing equipment with any third party without AEL's prior written consent
- Attempting to repair, modify, or alter any rented item without authorization
- Violating any applicable instruction, insurance policy, or warranty
- Exposing equipment to flammable, explosive, or hazardous substances or conditions
- Disabling, misusing, or circumventing any safety device or equipment
- Transferring possession or control of any rented item without AEL's prior written consent

6. Personal Property & Abandoned Items

Any items remaining in, on, or with rented equipment at the time of return may be deemed abandoned by AEL at their sole option (§2). This includes tools, materials, personal effects, and any other property belonging to the Lessee or third parties.

IMPORTANT: Personal Property Policy

- AEL assumes no responsibility for any items left on returned equipment.
- Lessee should photograph and inventory all equipment before return to document that no personal property was left behind.
- AEL is not obligated to hold, return, or notify Lessee of any abandoned items.

7. Malfunction Reporting & Procedure

If rented equipment malfunctions, breaks down, or is found to be defective at any time during the Term, Lessee must take the following steps immediately (§8):

- **Cease all use of the malfunctioning item immediately.** Step 1:
- **Notify AEL without delay — do not attempt to self-repair.** Step 2:
- **Return the malfunctioning item to AEL as directed.** Step 3:
- **Document the malfunction with photos or video if possible.** Step 4:
- **Provide a written description of the circumstances leading to the malfunction.** Step 5:

Continued use of malfunctioning equipment — or failure to report promptly — may void any available remedy and may constitute a breach of the Rental Contract.

8. Default & Consequences of Non-Return

Failure to timely return rented equipment — or returning it in a condition that does not meet contract standards — may constitute a DEFAULT under §15 of the Rental Contract. Upon default, AEL may, without prior notice:

- Cancel the rental Term and/or the Lessee's right to use and possess the equipment
- Physically recover, lock, restrict, or disable any rented item without liability for trespass or wrongful interference
- Bill rent at the highest incremental rate for the entire originally scheduled Term
- Charge for all repossession costs, collection costs, overtime, and loss-of-use damages
- Pursue all other available legal remedies, which are cumulative

LEGAL WARNING: Theft of Rental Property

- Under Texas Penal Code §31.04, obtaining rental property with intent to avoid payment — or failing to timely return such property — may be deemed THEFT.
- Violations may result in civil penalties and/or criminal prosecution.
- AEL reserves all rights to pursue criminal and civil remedies simultaneously.

9. Disputes & Governing Law

This Return Policy and the Rental Contract are governed by the laws of the State of Texas (§16). Disputes arising from any rental transaction, return, or charge dispute are subject to the following resolution process:

- **Contact AEL directly to attempt informal resolution before initiating formal proceedings.** Step 1:
- **If unresolved, disputes are submitted to binding arbitration under AAA Rules before a single arbitrator, at a location selected by AEL.** Step 2:
- **Arbitration awards are final, binding, and may be entered in any court of competent jurisdiction.** Step 3:
- **All civil legal actions must be filed in the federal, state, or local courts in or nearest to Harris County, TX. Lessee waives any claim of inconvenient venue.** Note:

CLASS ACTION & JURY TRIAL WAIVER

- By executing the Rental Contract, Lessee waives the right to participate in any class, collective, or joint action against AEL.
- Lessee also waives the right to a jury trial for all disputes arising under the Rental Contract.

10. Contact Information

For questions about this Return Policy, to report a malfunction, or to arrange a return, contact Avanza Equipment, LLC directly as specified on Page 1 of your Rental Contract. All notices and communications regarding equipment return must be made directly to AEL and documented in writing where possible.

This policy is subject to the complete Terms and Conditions of the AEL Rental Contract, which govern in all cases. In the event of any conflict between this summary document and the Rental Contract, the Rental Contract controls.