

## Rental Agreement Terms and Conditions

THE CUSTOMER IS BOUND BY THE FOLLOWING TERMS AND CONDITIONS AND MUST RETURN AND SIGN THE AGREEMENT PRIOR TO THE SHIPMENT OF THE RENTAL EQUIPMENT.

The renter's acceptance of goods shall constitute acceptance of these terms and conditions. Terms or provisions of Renter's order that are inconsistent with or in addition to Additel Terms and Conditions of Sale shall not be binding unless accepted in writing by Additel. Additel's failure to object to any provision contained in a communication from Renter shall not be a waiver of these terms and conditions. If any terms or conditions of sale are declared by an arbitrator, or court or other body having jurisdiction, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. This transaction shall be governed by the laws of the state of California, U.S.A. Rental equipment is only available for use within the U.S.A.

**PAYMENT.** 100% of the invoiced amount is due in U.S. Dollars within 30 days from date of invoice on approved credit or paid in advance by credit card. Late payments are subject to 2% interest per month on the unpaid balance. Prices exclude any tax or duty now or hereafter imposed upon the production, storage, sale, transportation, or use of the products.

**RENTAL TERM AND EXTENSION.** Equipment is rented on a one-week (7 days) or one month (28 days) cycle. The rental term begins the day the equipment is shipped and ends the day the equipment is received at Additel. Instruments are available on a first come, first served basis. Additel will invoice the renter for the first rental period after the signed agreement is received and the equipment is shipped. Extension of the specific term is automatic and will take place 8 days after the due date of the rental. A 1-week rental extension will automatically be invoiced for a 1-month period. All monthly extensions will automatically be invoiced for an additional monthly rental. The invoice is based on the full rental period regardless of if equipment is returned early.

**INSPECTION.** All equipment is inspected, evaluated, and calibrated, when necessary, prior to shipment to ensure the equipment is in good operating condition. The renter acknowledges that the equipment being rented is used and provided on an as is basis. If equipment is received and is not in good operating condition due to no fault of the customer, Additel will either repair the equipment or provide a replacement subject to availability. The renter must inform Additel in writing within 2 business days of receipt of any equipment defects or any missing accessories. After this time, it is agreed that the renter has received the equipment in good operating condition with all necessary accessories. All equipment is photographed before it is shipped and after it is received.

**DAMAGED OR LOST EQUIPMENT.** If equipment is damaged, lost or stolen, the renter acknowledges that they are required to replace the equipment at their expense by paying the fair market value as determined by Additel. It is recommended the renter obtain the insurance coverage necessary to cover these potential costs. The renter assumes damage risk during shipping, and it is expected the equipment is returned to Additel in the same condition as delivered to the renter.

**EQUIPMENT RETURN.** The renter agrees that the equipment and any included accessories and shipping cases are to be returned in the same working condition as it was received. The final invoice will include all repair and accessory replacement charges after the equipment is returned and inspected. The renter is responsible for the cost of shipping and handling to and from Additel.

**EXCUSABLE DELAYS.** Additel shall not be liable for nondelivery or delay in performance when such delay is directly or indirectly caused by, or in any manner arises from, delay or failure to deliver by Additel's suppliers, fires, floods, accidents, riots, war, governmental interference, or embargoes, strikes or shortage of labor, or other causes (whether or not similar to those specified) beyond its control. Delivery shall be deemed suspended so long as such causes delay performance. Additel agrees to make, and Buyer will accept, deliveries at a reasonable time after remedy of such causes. Quoted days are an estimate and is based on working days ARO.

**LIMITED WARRANTY & LIMITATION OF LIABILITY.** Additel assumes no responsibility for product that has been misused, altered, neglected, or damaged by accident or abnormal conditions of operation or handling. THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITEL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, WHETHER ARISING FROM BREACH OF WARRANTY OR BASED ON CONTRACT, TORT, RELIANCE, OR ANY OTHER THEORY. SINCE SOME COUNTRIES OR STATES DO NOT ALLOW LIMITATION OF THE TERM OF AN IMPLIED WARRANTY, OR EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIMITATIONS AND EXCLUSIONS OF THIS WARRANTY MAY NOT APPLY TO EVERY BUYER WITHIN THEIR JURISDICTIONS.

Printed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

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