

## RENTAL AGREEMENT – Terms & Conditions

The following are the Rental Terms and Conditions applicable to your rental of Equipment from Mac Rentals. No provisions of any purchase orders submitted by you and no waiver, alteration or modification of any of the provisions below shall be effective or binding upon Mac Rentals, unless in writing and signed by an officer of Mac Rentals. Acceptance of delivery of the Equipment by Customer constitutes an agreement by Customer to be bound by these Rental Terms and Conditions.

### 1. Term

The term of this Agreement shall commence on the date ("the Commencement Date") Equipment is delivered by Mac Rentals and shall continue thereafter until the Equipment is returned to Mac Rentals. The term "Equipment" means all hardware, software, firmware, manuals, accessories, options, pouches, containers, cables and packaging material related to the products set forth on the final page of this document.

### 2. Rentals

The rental term of the Equipment subjected to this Agreement is subject to Mac Rentals' minimum monthly/weekly rental charge in effect at the time the Equipment was ordered. The obligation to pay rentals shall commence on the Commencement Date and continue for the term of this Agreement. Each rental payment shall be due upon receipt of Mac Rentals' invoice. After the expiration of the first month/week, rentals for a fractional month/week shall be prorated on a daily basis. The monthly/weekly rental rate stated on the last sheet of this Agreement is based upon the Minimum Term. If for any reason (including, without limitation, termination by Mac Rentals following a default by Customer) such rental shall be terminated prior to the expiration of said Minimum Term, the monthly/weekly rate may be retroactively increased in accordance with Mac Rental's early return policy. If any rentals or other sums are not paid within 31 days of the due date, Customer shall pay to Mac Rentals on demand a late charge from the due date until payment is an amount equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law.

### 3. Payment

All payments, including applicable taxes and/or shipping and delivery charges are due at the beginning of the initial rental term and on first day of each subsequent rental period. All other payments are due when billed. Customer shall pay all taxes and other governmental charges assessed in connection with the rental, use or possession of the equipment including, without limitation any and all sales and/or use taxes.

### 4. Renewals and Rate Changes

To the extent that equipment has not been returned, the rental will automatically be renewed for successive rental periods following the initial rental term and will continue until the Equipment is returned. However, we reserve the right to adjust our rate provided Mac Rentals has given customer written notice of such changes at least ten business days in advance.

### 5. Limited Warranty and Disclaimer

Except, as provided herein, Mac rentals warrants only that the Equipment when delivered will be in good operating condition. If any Equipment shall require repair or recalibration, Customer shall immediately notify Mac Rentals and obtain Mac Rentals' consent before any remedial action is taken or any Equipment is returned. The sole obligation of Mac Rentals under the foregoing warranty shall be to repair, recalibrate or at its option, replace any Equipment that shall fail to meet said warranty, and such obligation shall constitute the sole and exclusive remedy of Customer. In no event shall Mac Rentals be liable to Customer for any consequential, incidental or exemplary damages, such as any loss of revenues or use of any Equipment or damage to other equipment, cost of substitute Equipment or down time costs.

Mac Rentals shall not be responsible for any delays or failures in making repairs, recalibration or replacement due to unavailability of parts or labor, strikes, delays in transportation or other causes beyond its reasonable control. The foregoing warranty shall not apply to any damage to Equipment caused by accident, misuse or abuse. MAC RENTALS IS NOT THE MANUFACTURER OF ANY EQUIPMENT. MAC RENTALS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL NOT INFRINGE UPON ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY.

## **6. Use of Equipment and Insurance**

Customer shall use the Equipment in a careful and proper manner in compliance with all laws and other governmental requirements and the manufacturer's instructions and specifications. Without the prior written consent of Mac Rentals, Customer shall not sell, encumber, assign, sublet, remove, alter, modify or repair the Equipment. Customer shall bear the entire risk of loss or damage to the Equipment from any cause and shall be responsible for procuring insurance coverage with respect to the Equipment and its use of the Equipment. Customer shall indemnify and hold Mac Rentals harmless from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising out of the use, possession, operation or rental of the Equipment. Customer agrees not to ship or use the Equipment outside the United States without the prior written consent of Mac Rentals, and further agrees to hold Mac Rentals harmless from any and all claims, liabilities, losses, costs and expenses (including attorney's fees, export costs and adverse tax consequences) arising from any shipment or use outside the country of original rental.

## **7. Return of Equipment**

Customer shall promptly return the Equipment upon demand by Mac Rentals after the expiration of the Rental Term. Equipment shall return the Equipment in substantially the same condition as when first received, ordinary wear and tear excepted. Customer shall be responsible for and pay to Mac Rentals on demand the new replacement cost of any lost or materially damaged Equipment (including accessories), as well as the cost of restoring any Equipment that is returned with extraordinary wear and tear or damage. With respect to lost or materially damaged Equipment, customer shall be responsible for rentals to the date of receipt by Mac Rentals of the full new replacement cost. As used herein, the term "materially damaged" means damage to the Equipment to such an extent that the cost to repair such Equipment equals or exceeds twenty five percent (25%) of the fair market value of the Equipment at that time.

## **8. MISCELLANEOUS**

Rental of all Equipment is subject to availability in Mac Rentals' inventory. The invalidity of any of the within terms and conditions shall not affect the validity of any other terms and conditions. Any additional or different terms in any order or other response by Customer shall be deemed objected to by Mac Rentals without need of further notice or objection, and shall be of no effect or in any way binding upon Mac Rentals. The laws of the State of California shall govern this agreement between Mac Rentals and customer.