

## RENTAL AGREEMENT - TERMS & CONDITIONS

Effective 11/25/2019

### 1. General

The following terms and conditions constitute the entire agreement between you (the Renter) and Specto Technology LLC (the Owners). Unless otherwise agreed in writing by the Owners, these terms and conditions will attach to all transactions between the Renter and the Owners.

### 2. Period of Rental

The term of the rental shall be for one calendar month and continue thereafter for monthly periods. At the end of the rental it is the renter's responsibility to inform the owners of the termination of rental by email.

### 3. Rental Charges

The charges for rental shall be at the monthly rates current at commencement of the rental. The invoice for the rental will be sent out on the last day of each calendar month for the period of that month.

If a rental commences after the first day of a calendar month or is returned before the last day of a calendar month, the owner will pro-rate the rental in increments of 10% (for each 3-day period).

At any time the Owners reserve the right to alter rental charges, delivery and collection charges without prior notice.

### 4. Commencement and Termination of Rental

The rental commences on the day following dispatch from the owners' premises and continues until and including the day the renter returns the equipment to the owners' premises. It is the renter's responsibility to inform the owners of intentions to either terminate or extend the rental. Where equipment is being collected by the owners' transport or an appointed agent, the rental will terminate when the equipment is received by the owners' transport or their appointed agent. It is the renter's responsibility to obtain from an authorized member of the owners' staff a written acceptance of receipt of the equipment when returned by the renter's own transport. If the equipment is not received at the owners' premises or the renter fails to make equipment available for the owners' transport or appointed agent on or prior to the last day of the rental period, the period of rental shall be deemed to continue as referred to above.

Upon return of rental equipment, the Owner will inspect items to ensure all components are present and in working condition. Any costs incurred by the Owner to repair damaged rental equipment will be passed on to the Renter.

The Renter is responsible for downloading any data from a recording device prior to return to the Owner.

The Owner will clear the memory of any applicable device upon return. Data will not be saved.

### 5. Delivery and Collection Charges

In addition to the rental charge, separate charges will be made for delivery and collection of the equipment. It is the Renter's responsibility to agree the method of delivery and collection to be used prior to the commencement of rental.

- a. Delivery will be made by the Owners' Transport or appointed agent, in accordance with the Owners' standard scale of charges. Where the Renter has requested collection by the Owners' Transport or Owners' appointed agent from the Renter's premises a charge will be made in accordance with the Owners' standard scale of charges otherwise the Renter will be responsible for the return of the said equipment by his own transport. Details of the Owners' standard scale of transport charges for all methods of delivery and collection of equipment are available upon request.
- b. All packaging materials are chargeable if not returned or returned damaged at termination of rental.
- c. It is the Renter's responsibility to arrange and pay for delivery and return of the equipment and to obtain appropriate insurance cover based on the full replacement value of the said equipment. In

addition, the Renter shall continue to pay rental charges at the standard rates to cover the period of any and all delays which may occur during transit for whatever cause.

#### **6. Acceptance Conditions**

Acceptance of delivery of the equipment by the Renter or his agent will be conclusive evidence that the said equipment has been examined and found to be complete in accordance with the manufacturer's decision, in good order and condition, fit for any purpose for which it may be required and in every way satisfactory.

#### **7. Indemnities**

Any claim for damages by the Renter against the Owners arising out of the Renter's use of the equipment shall, subject to the Owners' admitting liability or being found liable for such damages, be limited in amount to the total amount of rental payments paid by the Renter for the equipment to the Owners as at the date of the Owners receiving notification of any such claim. The Renter shall be solely responsible for and hold the Owners fully indemnified against any loss or damage to any property arising in connection with any of the said equipment or as a result of the use thereof. The Owners shall not be liable for any loss which may arise out of or in connection with the failure of the said equipment for whatever reason. Save as provided by Law, the Owners exclude all warranties relating to the equipment and the Renter's use of thereof except as specifically stated herein.

#### **8. Calibration**

If a unit requires calibration during the rental period and the Renter desires a replacement unit, the Renter must advise the Owner in writing requesting a replacement unit that is within calibration. Upon receipt of the written request, the Owner will send a replacement unit to the Renter. The Owner will arrange and cover the cost of ground service shipping (by a carrier determined by the Owner) to send the replacement to the Renter and to return of the out of calibration unit from the Renter to the Owner. Rental charges for the replacement system will commence 7-days after shipping, so as to give the Renter time to return the out of calibration unit without incurring a double-rental penalty.

#### **9. Renter's Obligations**

- a. The Renter agrees with the Owners during the continuance of the contract of rental as follows:
  - i. To keep the equipment at the delivery address and in the Renter's own possession unless otherwise agreed in writing by the Owner.
  - ii. Not to allow the said equipment to be transferred to any country prohibited by the Department of Commerce.
  - iii. To permit the Owners or their authorized representatives at all reasonable times to enter upon the premises or vessel where the equipment may from time to time be kept to inspect, maintain, repair and test the same.
  - iv. To repay to the Owners on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the Renter including, but not by way of limitation, all costs, charges and expenses incurred in ascertaining the whereabouts of the equipment.
  - v. To keep the equipment in good condition and not subject to any misuse or wear and tear over and above that consistent with normal and reasonable use (including but not limited to use conflicting with the equipment manufacturers' recommendations)
  - vi. To preserve the Owners' and manufacturer's identification numbers or mark or any nameplate that there should be upon the said equipment.
  - vii. To assume upon receipt of the equipment until returned to the owners or the owners' appointed agent the entire risk of loss or damage to the equipment from any occurrence

- whatsoever. The Renter undertakes to arrange at its own expense appropriate insurance cover with an approved insurance company.
- viii. To notify the Owners in writing immediately of any loss or damage to the equipment and on demand to reimburse the Owners in respect thereof within 30 days of the occurrence. The Owners shall continue to charge the Renter the full cost of rental of the equipment until such payment is received. The Renter shall be liable for the full cost of replacing the equipment.
  - ix. Not to sell, assign, rent or transfer the benefit of rental contract in whole or in part or to part with possession of the said equipment or any part of it at any time during the rental.
  - x. Not to make any alterations, modifications, or adjustments or attempt any repairs to the equipment.
- b. In the event of any breakdown or alleged defect in the equipment:
- i. The Renter shall give written notice to the Owners within 24 hours of the discovery of the alleged defect specifying the nature of the defect.
  - ii. The Renter shall make no further use of the equipment alleged to be defective after the time at which the Renter discovers that it is defective.

#### **10. Owners' Obligations**

In the event of failure of any item of equipment whilst on rental, the Owners shall use their best endeavors to supply free of charge an identical or similar item of equipment as soon as possible after notification.

#### **11. Termination**

At the termination of the rental by either party and in the case of a rental for a fixed period no later than the end of such period, the Renter will make the said equipment available for collection by the owner.

#### **12. Conditions of Use**

The Renter will, in its use of the said equipment, observe all the manufacturer's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the said equipment through failure to observe such instructions or regulations or failure to use the same in a proper manner.

The owners make the said equipment available purely for rental purposes and the Renter has no purchase rights or options, unless previously agreed in writing, regardless of the rental period.

#### **13. Delivery Dates**

Delivery dates quoted are intended as estimates only although every endeavor will be made to adhere to them. In no circumstances shall the Owners be liable for delay in delivery arising from any cause whatsoever.

#### **14. Cancellation**

Cancellation or part cancellation of any order, can only be accepted with the Owners, consent in writing and in terms which indemnify then fully against loss.

#### **15. Payment Terms**

- a. Payment of all rental charges including delivery charges is due on delivery (unless customer has been approved for a Net-30 credit account, thereby payment is due within 30 days of the invoice date.)
- b. Payments sent by mail are at the risk of the Renter.
- c. The Owners may charge and the Renter shall pay interest at the rate of 2% per annum for the time being on all sums which, from time to time, may be due from the Renter to the Owners hereunder and for the time being unpaid, such interest being calculated from the due date until the payment is received.

- d. The Owners reserve the right to alter the credit terms at any time when in the Owners' opinion the Renter's financial condition or previous payment records so warrants.
- e. No payment is deemed to be made until received and cleared by the Owners' bank.
- f. The Renter shall not be entitled to withhold payment of any amount payable to the Owners because of any disputed claim of the Renter in respect of faulty equipment or any other alleged breach of this or any other contract between the Renter and the Owners, nor shall the Renter be entitled to set off against any amount payable under this contract any monies which are not then presently payable by the Owners or for which the Owners dispute liability.

#### **16. Ownership**

The equipment is and shall remain the sole property of the Owners.

#### **17. Default**

If the Renter shall default in making any payment for any period in excess of thirty days or if the Renter is in breach of these Conditions of Rental, then the Owners shall be entitled to terminate the agreement forthwith and enter upon the Renter's premises and to remove the equipment without notice to the Renter. The Owners are hereby indemnified by the Renter in respect of all and any damage or loss to the Renter or any third party resulting from the exercise by the Owners of its rights therein reserved.

This shall include the Owners recovering all amounts outstanding and payable as a result of such action.

#### **18. Rental Warranty**

The Owners hereby warrant to the Renter that at the commencement of the rental period the equipment complies with its manufacturer's description. The benefit of this warranty may not be assigned by the Renter for any consequential incidental or exemplary damages such as loss of revenues or use of any equipment or down time costs. The Owners shall not be responsible for any delays or failures in delivery of equipment or in making repairs, recalibration or replacement due to unavailability of parts, or labor, or industrial disputes, delays in transportation or other causes beyond its reasonable control.

The foregoing warranty shall not apply to damage to equipment caused by accident, misuse or abuse. The Owners do not warrant the merchantability of the equipment or its fitness or suitability for any particular purpose or use.

#### **19. Performance**

Whilst application advice may be given, no responsibility is accepted for incorrect results due to circumstances external to the equipment rental.

#### **20. Patents and Copyrights**

Equipment may be the subject of patent rights and/or legal protection.

#### **21. Force Majeure**

If either the Owners or the Renter are rendered unable wholly or in part by Force Majeure to carry out their obligations under this contract the party affected shall give to the other prompt written notice of the Force Majeure with reasonable full particulars concerning it whereupon the obligation of the party giving the notice so far as it is affected by the Force Majeure shall be suspended during but not longer than the continuance of the Force Majeure. The affected party shall use all reasonable diligence to remove the effects of the Force Majeure as quickly as possible. The term Force Majeure as employed in this contract should be deemed to include but shall not be limited to any war, riot, act of God, fire, flood, government regulation or act, any natural or accidental disaster, any strike, lockout or industrial dispute or shortage of raw materials or fuel or any breakdown of machinery or any other cause outside the reasonable control of the party suffering such Force Majeure, but not in any circumstances including financial inability.

**22. Delay**

The Owners shall not be liable for delays in performance hereunder due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of government, labor disputes, delays in transport and delays in delivery or non-delivery by the Owners' suppliers.

**23. Fees and Expenses**

The Owners shall be entitled to recover from the Renter all fees and expenses (whether or not formal legal action is instituted) incurred as a result of any breach of these terms by the Renter or need to enforce same or in any other way arising in connection with these Terms and Conditions of Rental.

**24. Damages**

The remedies provided herein are the Renter's sole and exclusive remedies. In no event shall the Owners be liable for direct or indirect special, incidental or consequential damages (including loss of profits) whether based on contract tort or any other course of action.

**25. Sales Tax**

For products that are shipped to a location within the United States, Specto may be obligated to collect sales tax on behalf of certain states, based on Federal Law. For states where Specto is obligated to collect sales tax, the only way sales tax may be omitted is if the customer submits a valid Tax Exemption form.

**26. Governing Law**

This document serves as a contract between the Renter and the Owners shall be governed by and construed in accordance with the Laws of the USA. The Renter agrees to be subject to the jurisdiction of the US Courts.