

RENTAL SERVICE AGREEMENT TERMS AND CONDITIONS

In consideration of any rental, sale, or repair of personal property (Equipment) or field services by EEI to _____ (Customer), EEI and Customer agree in advance that all rentals, sales, repairs and field services will be governed by the following terms and conditions:

1. **Term.** Any rental or purchase of Equipment or request for field services by Customer shall be governed by this Agreement. This Agreement supersedes all prior Agreements including those previously executed by Customer. Unless otherwise agreed to in writing by EEI, this Agreement shall control over inconsistent terms contained in any Customer purchase order.
2. **Equipment.** From time to time Customer may rent or purchase Equipment from EEI. The Equipment type, quantity, term, and rate which apply shall be determined at the time of rental or sale. All other terms of the rental or sale shall be governed by this Agreement.
3. **Fees and Payment.** EEI generates uniform rental fees for its Equipment periodically. Rental fees are provided to Customer at the time of order in the form of a published fee schedule. Rental fees will be invoiced in accordance with EEI's current published price. Customer agrees to pay EEI amounts invoiced within 30 days of the date of the invoice. All invoices are marked NET DUE UPON RECEIPT. Customer agrees to pay EEI interest at the rate of 1-1/2 percent per month (**18% ANNUAL PERCENTAGE RATE**) beginning 30 days after the invoice date on any amounts not paid on time. Upon any default, in addition to interest charges, EEI shall have the right to terminate this Agreement, take immediate possession of the Equipment and recover from Customer all amounts due hereunder, including EEI's costs and reasonable attorneys' fees.
4. **Rental \ Service Period.** The rental period starts on the next business day following the day the Equipment is shipped to a Customer-designated location and continues until the return date of the Equipment to EEI's rental facility. Customer will not be charged for the day the shipped Equipment reaches EEI's facility if returned before 10:30 am. In the event the Equipment is picked up at EEI's facility or delivered by courier, the rental period will begin when picked up by Customer or courier and continue until arrival of Equipment at EEI's rental facility. Daily rentals will be based on a 24 hour period. Charges for field services will begin when the technician leaves EEI's facility and end upon the technicians return to our facility. Charges will be invoiced in accordance with the rates in EEI's current fee schedule.
5. **Shipping Charges and Taxes.** Customer is responsible for all shipping charges in both directions. EEI will prepay shipping to Customer and later invoice shipping charges to Customer which charges Customer agrees to pay. Customer agrees to be responsible for the payment of any federal, state, or local taxes, if any, which are owed on the value of or the use of the Equipment as a result of renting Equipment to Customer.
6. **Shipping.** All instruments are checked, and cleaned prior to shipment. Equipment is shipped insured, in packaging which has been tested in compliance with the Department of Transportation (DOT) regulations. Customer agrees to comply with all federal, state, and local rules, regulations, and procedures when returning the Equipment to EEI and to return the Equipment insured, and in its original shipping containers whenever possible. Customer agrees to inspect the Equipment on receipt and notify EEI of any damage to the Equipment. In the event of any failure caused by shipping, Customer agrees to contact EEI within one day following discovery of the problem for return instructions and Customer agrees to return the failed Equipment in accordance with EEI's instructions.
7. **Damage In Use.** Customer agrees to pay for all loss or damage occurring to the Equipment following Customer's receipt of the Equipment and prior to its receipt back to EEI. In the event such damage occurs, EEI may repair or replace such damaged Equipment and Customer agrees to pay for the reasonable cost of such repair or replacement. The rental period shall continue and Customer shall continue to pay the rental fee until damaged Equipment has been repaired or replacement cost of Equipment has been paid by Customer. Customer shall pay the list price for Equipment which is damaged beyond repair, lost, stolen, or destroyed.
8. **WARRANTY DISCLAIMERS.** EEI, FOR ITSELF AND ITS AFFILIATES, DISCLAIM ALL WARRANTIES INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT OR ANY PART THEREOF OR THAT THE EQUIPMENT WILL NOT INFRINGE UPON ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY. CUSTOMER CONFIRMS THAT IT HAS SELECTED THE EQUIPMENT AND EACH PART THEREOF ON THE BASIS OF ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY EEI AND CUSTOMER ACKNOWLEDGES THAT EEI IS NOT A MANUFACTURER, VENDOR OR CONSULTANT OF ANY PART OF THE EQUIPMENT.
9. **IN NO EVENT SHALL EEI OR ANY OF ITS AFFILIATES, BE LIABLE FOR ANY ACTUAL, CONSEQUENTIAL, INCIDENTAL, OR PERSONAL INJURY DAMAGES THAT THE CUSTOMER OR ANY OTHER PERSON MAY INCUR, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH ANY OF THE EQUIPMENT OR SERVICES, WHETHER OR NOT THESE TERMS AND CONDITIONS FAIL IN THEIR ESSENTIAL PURPOSE.**
10. **Indemnity.** Customer shall indemnify, hold harmless and defend EEI for any and all claims, actions and damages including associated legal fees arising out of field services performed or the use of the Equipment, its rental, purchase, possession, condition, operation, and return without limitation and any such claims arising out of the theory of strict liability in tort, which obligations shall survive termination of this agreement.
11. **Used Equipment.** It is likely that the Equipment rented to Customer will have been previously used by other customers in uses over which EEI had no control. All Equipment has been cleaned prior to delivery to Customer. EEI's cleaning procedures will be provided to Customer upon request. EEI cannot guarantee the Equipment is free from contamination caused by previous uses not disclosed to EEI.
12. **Ownership of Equipment.** The Equipment remains the property of EEI or its affiliates and may be repossessed by EEI, or its affiliates, from Customer at any time upon default in any rental payment or other breach of this Agreement.
13. **No Modification.** This Agreement constitutes the entire Agreement between EEI and Customer with respect to the Equipment and field services and may not be modified except in writing duly signed by both parties.

14. **Severability.** If any provision in this Agreement is held to be invalid or unenforceable, **such holding shall not be deemed to render any other provision hereof invalid or unenforceable.**
15. **Governing Law.** Customer agrees that the terms and conditions of North Carolina law shall govern the parties relationship. For and in consideration of the rental, in the event of default, Customer agrees to and hereby stipulates to jurisdiction in the District or County Court, for and in Mecklenburg County, State of North Carolina for the enforcement of this Agreement.

The undersigned hereby agree to the terms and conditions set hereinabove.

Customer Billing Address

Authorized Signature

Date: _____

Name: _____

Title: _____

Company: _____

Address: _____

City: _____

State\Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Customer Shipping Address

Address: _____

City: _____

State\Zip: _____

For Enviro-Equipment, Inc. Use Only

Name: _____

Title: _____

Date: _____