

FIBER INSTRUMENT SALES, INC.

161 Clear Road
Oriskany, New York 13424

RENTAL AGREEMENT TERMS & CONDITIONS

TEL 315 736-2206
FAX 315 736-2285

**PLEASE READ AND INITIAL ALL PAGES, AND SIGN
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FIS TERMS AND CONDITIONS

1. TERM: The term of this Rental Agreement shall commence on the date Equipment is shipped from FIS and shall continue thereafter until the expiration of the Rental Period, as defined below in Section 2. "Equipment" means all hardware, software, manuals, accessories, patchcords, mating sleeves, pens, paper, options, containers, cables, and packaging material related to the products set forth on the FIS quotation.

2. RENTALS: The accrual of payments due to FIS shall begin on the ship date of the Equipment and continue for the Rental Period of this Agreement or until Equipment is received back at FIS, whichever is later. Customer will be invoiced at the start of the Rental Period. All payment terms for rentals are thirty (30) day terms, if Customer is approved for credit terms. Payment shall be due within thirty (30) days after the date of FIS invoice. The rental rate is as stated below in this section 2.

Customer has chosen the following Rental Period:

____ One (1) week rental Cost \$ _____
____ Two (2) week rental Cost \$ _____
____ One (1) month rental Cost \$ _____

____ Daily rental; (# of days) _____ Total Cost \$ _____

In the case of an additional extension period beyond the time period as checked immediately above, the Customer must inform FIS prior to the end of the current Rental Period. In the event Customer requests to extend the Rental Period on a daily basis, FIS will charge Customer the Daily Extension Rate as found in the attached FIS Pricing List for one week, two week, and one month rentals (and as found on the FIS website). Customer will be charged on a per day basis on all days in excess of the Rental Period. In the event a Daily Rental goes beyond the originally agreed upon number of days, the Customer will be charged at that same Daily Rental Rate for any additional days. Any days following shipment of the Equipment back to FIS, considered transit days, will also be counted on a per day basis and charged to the Customer under the Daily Extension Rate or Daily Rental Rate, as appropriate. In the event Customer and FIS enter into a new Rental Period to avoid continuing payments of the Daily Extension Rate, this agreement must be in writing.

FIS reserves the right to request return of Equipment at the end of a Rental Period, prior to any extensions, as the Equipment may need to be routinely maintained and serviced. This return shall be in the sole discretion of FIS.

Additional rental charges incurred as a result of an extension will be billed to the Customer using the same method of payment as the original rental. However, if the original rental was issued on net terms and the charge for the extension exceeds the Customer's

credit limit, the Customer will be required to provide FIS with a credit card payment method immediately. If the credit card is declined for any reason, the Equipment is due back the next business day after notification of the declination, or if days remain on the original Rental Period, on the termination date of the original Rental Period.

3. FREIGHT: All Equipment is shipped at Customers expense FOB Oriskany, New York. All shipping and insurance costs will be paid directly to the carrier by FIS and added to the Customer's invoice. All Equipment shall be returned to FIS, insured to the full asset value, and in accordance with Section 7 below.

4. TAXES: Customer shall pay all taxes & 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 and personal property taxes. Where applicable, such taxes will be added to the invoice.

5. FIS WARRANTY: FIS warrants only that the Equipment will be in good operating condition at the time of delivery. If any Equipment requires repair or recalibration, Customer shall immediately notify FIS and obtain FIS consent before any remedial action is taken or any Equipment is returned. The sole obligation of FIS under the foregoing warranty shall be to repair, recalibrate or, at its option, replace any Equipment that fails to meet this warranty, and such obligation shall constitute the sole and exclusive remedy of Customer. IN NO EVENT SHALL FIS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS ANY LOSS OF REVENUES OR USE OF ANY EQUIPMENT OR DAMAGE TO OTHER EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, OR DOWNTIME COSTS. FIS'S LIABILITY SHALL BE LIMITED SOLELY TO THE COST CHARGED TO CUSTOMER FOR THE RENTAL. FIS 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. Unless Customer gives FIS written notice of any defect within 24 hours after receipt of each item of Equipment, it shall be conclusively presumed that such Equipment was delivered in good condition. The foregoing warranty shall not apply to any damage to Equipment caused by accident, misuse or abuse by Customer. FIS DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL NOT INFRINGE UPON ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY.

6. USE OF EQUIPMENT: Customer plans to use the Equipment in the following location(s):

Customer shall not use the Equipment in other locations without first having notified FIS. Customer shall use the Equipment in a

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careful and proper manner in compliance with all laws and other governmental requirements, and in accordance with the manufacturer's instructions and specifications. Without the prior written consent of FIS, Customer shall not sell, encumber, assign, sublet, remove, alter, modify, or repair the Equipment, and the Equipment shall at all times remain under the immediate control, supervision and direction of the Customer, personally. The Equipment is and shall remain at all times the sole and exclusive property of FIS. The Customer agrees not to remove or cover any tag or nameplate on the Equipment displaying ownership by FIS. Customer shall bear the entire risk of loss or damage to the Equipment from any cause. Customer shall be responsible for procuring insurance coverage with respect to the Equipment and its use and shall provide FIS with such proof of insurance.

7. RETURN OF EQUIPMENT: Customer shall return the Equipment to FIS, shipment insured, in substantially the same condition as when first received, ordinary wear and tear excepted. Customer shall properly pack for shipment all Equipment being returned and shall be responsible for any damage caused during the return shipment. Customer is responsible for all shipping costs. Customer shall be responsible for, and pay to FIS on demand, the new replacement cost of any lost or materially damaged Equipment (including accessories), as well as the cost of wear & tear or damage. With respect to lost or materially damaged Equipment, Customer shall be responsible for the full new retail value of the Equipment upon demand from FIS. The term "materially damaged" means damage to the Equipment to such an extent that the cost to repair such equipment equals or exceeds 50% of the fair market value of the Equipment at that time. If the Equipment is missing or damaged to a lesser extent, Customer will pay to FIS upon demand the diminished value of the Equipment once it is ascertained. In the event Customer returns the Equipment prior to the end of the Rental Period, Customer shall remain responsible for the full cost of the Rental Period. There will be no partial refunds on Equipment that is returned early, prior to the expiration of the original Rental Period. The acceptance of the return of rented Equipment is not a waiver by FIS of any claims that it may have against the Customer, nor a waiver of claims for any damages to the Equipment.

8. INDEMNIFICATION: Customer shall indemnify and hold FIS harmless from any and all claims, suits, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of the

use, possession, negligent act or omission, intentional misconduct, operation, rental, or non-return of Equipment.

9. DEFAULTS & REMEDIES: Customer shall be in default if it fails to pay any money owed to FIS, or fails to timely perform any other obligation to FIS, or if any bankruptcy or similar proceedings under federal or state laws shall be filed by or against Customer. Upon the occurrence of any default, FIS may at any time during the continuance thereof, and in addition to all other rights & remedies available to FIS at law or in equity, (1) terminate the rental of all Equipment rented to Customer under this Agreement or otherwise, (2) require Customer to assemble and return all such Equipment, or FIS shall have the ability to repossess all such Equipment and/or, 3) recover from Customer all amounts payable there-under. FIS shall not have any duty to account to Customer for the proceeds of any disposition of Equipment subsequent to return or repossession. All rights and remedies of FIS under this Agreement are cumulative and may be exercised simultaneously or successively. The failure to insist upon strict compliance with the terms and conditions of this Agreement, even after a breach of any provision or after default, shall not be construed as a waiver of any of FIS's rights under this Agreement. The acceptance of any rental payment, or any portion thereof, after a default by the Customer, shall not be deemed to operate as a waiver of FIS's right to enforce the payment of rent or other payments herein provided for, or to terminate this Agreement and recover possession of its Equipment. Customer shall reimburse FIS for all costs and expenses incurred by FIS in enforcing its rights hereunder, including reasonable attorneys' fees.

10. ENTIRE AGREEMENT: The terms of this Agreement, including any attachments, amendments, or addendums attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement contains the entire understanding between the parties and may not be modified except by another agreement in writing, signed by both parties.

The Customer and FIS agree to be bound by this Agreement as of the date set forth below.

Company Name: _____

Fiber Instrument Sales, Inc.

Customer Signature: _____

Authorized Rep Signature: _____

Customer Name (Printed): _____

Authorized Rep (Printed): _____

Date: _____

Date: _____

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ATTENTION

- Please check the Equipment for proper operation immediately upon receipt.
- Please see the Equipment Checklist included with the Equipment to verify accessories shipped with this rental.
 - Fiber Instrument Sales charges a minimum of \$150.00 for any missing accessories.
- To avoid any charges for damaged or missing items, please notify Fiber Instrument Sales of any discrepancies within 24 hours of receipt of this Equipment.

IF YOU HAVE ANY QUESTIONS ABOUT THE OPERATION OF THE EQUIPMENT PLEASE CONTACT:

Fiber Instrument Sales, Inc. Toll Free: 800-500-0347
FIS Technical Support In New York: 315-736-2206
techsupport@fissales.com

PLEASE RETURN THE EQUIPMENT TO THE FOLLOWING ADDRESS:

Fiber Instrument Sales, Inc.
Rental Division
161 Clear Road
Oriskany, New York 13424

IMPORTANT RETURN NOTICE

Power cells and batteries containing lithium are assigned to Dangerous Goods Regulation Class 9 and **MUST** be transported according to certain shipping requirements. When returning Equipment to FIS, remember to ensure compliance with the standards of dangerous goods transport including packing instruction, identification, labeling, and complete documentation.

The Customer shall be solely responsible for complying with all regulations including, without limitation, **International Air Transport Association (IATA)** regulations, **International Civil Aviation Organization (ICAO)** regulations, **US DOT Regulation 49 CFR** (regarding lithium batteries), and **any other Federal, State and Local laws and regulations** relating to the packaging, labeling, manifesting and transportation of the product and lithium batteries back to FIS.

IMPORTANT- A154 Requirement- Lithium batteries identified as being defective for safety reasons, or that have been damaged, that have the potential of producing a dangerous evolution of heat, fire, or short circuit are forbidden for transport.

RETURN DIRECTIONS - The Customer has the responsibility to ensure that they apply and abide by the rules on the transport of dangerous goods, and must comply with all applicable regulations as listed above, as well as any other regulations that may have been amended or added which apply to transport of dangerous goods.

Additional guidelines-

- The batteries installed in the Equipment **MUST** be protected from damage and short circuit.
- The Equipment **MUST** be equipped with an effective means of preventing it from being turned on or activated.

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- The Equipment **MUST** be cushioned to prevent movement or damage and be contained in a strong enough sealed package to prevent crushing of the package or exposure of the contents during normal handling in shipping.

The Customer **MUST use the Lithium Battery Sticker that was enclosed with their original shipment.** If the Customer needs another sticker, please contact the Rental Department at Fiber Instrument Sales at 1-800-500-0347 and one will be mailed to you. The Customer **MUST also include the Accompanying Lithium Battery Document** complete with the Customer's name and address. One copy is to go on the outside of the package, and one copy is to be shipped within the package.

Sample Return Lithium Battery Shipping Sticker:

