

## TYROSYS CORP (page 1 of 2)

### RENTAL TERMS AND CONDITIONS

TYROSYS CORP (“LESSOR”) ACCEPTS YOUR ORDER ON THE EXPRESS CONDITION THAT YOU (“LESSEE”) ASSENT TO THE TERMS AND CONDITIONS BELOW (THE “CONTRACT”), AND NO OTHERS.

**RENTAL PERIOD:** All rental periods begin the day the equipment is made available from the Lessor and end on the day the equipment returns to the Lessor (excluding Saturdays and Sundays), whether or not such period is covered by Lessee's purchase order. Lessee agrees to issue an additional purchase order for any such period not covered by the initial purchase order. Unless the Lessee gives Lessor written notice of each defect within 48 hours after receipt of a rented item, it shall be conclusively presumed that the item was delivered in good condition.

**SURRENDER:** Upon the expiration or mutually agreed upon earlier termination of lease, with respect to any item of equipment, Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, as may be specified by Lessor.

**FOB POINT FOR OUTGOING/INCOMING RETURN SHIPMENTS:** All equipment will be FOB Lessor's Inventory Center, Bonham, Texas. All returning equipment will be FOB Lessor's Receiving Dock specified at the time of order. If not specified, Lessor's shipping/carry out point is implied.

**INSURANCE:** The Lessee is responsible for insurance during the rental period. The Lessee is responsible for loss or damage to equipment from the FOB Point until it is received or returned to the Lessor. Value \$4400

**RENTAL RATES:** The period rental rate is based upon the minimum 30-day term. Lessee shall not have the right to cancel the rental of the equipment prior to the expiration of said minimum term upon which a rental is based. If for any reason (including, without limitation, termination by Lessor following a default by Lessee) such rental shall be terminated prior to the expiration of said minimum term, Lessee shall forthwith upon demand pay to Lessor an amount (plus applicable taxes) equal to the differences between (1) the aggregate rental that would have been charged by Lessor using the rental rate specified in its most recent listing, for and during the period actually rented by the Lessee, and, (2) the aggregate rental actually paid by Lessee with respect to such period. Rental charges for fractional periods **beyond the first period** can be charged on a **prorated daily basis** based on the rate for the original rental period.

**TERMS OF PAYMENT:** Credit Card **prepayment** of each monthly (30-day) rental fee.

**TERMS OF USAGE:** It is assumed that all equipment is to be used at the Lessee's facility or in suitable vans and tents under normal conditions and times. Extraordinary wear and tear either by excessive running time or exposure of the equipment to adverse conditions will obligate the Lessee to pay such refurbishing fees as to restore the rented equipment to its original condition as of the beginning of the rental, less "normal wear and tear." Loss or extensive damage to the equipment will obligate the Lessee to replace the equipment at its expense or remit the full fair market price to Lessor. The equipment is to be properly used and retained by Lessee and not to be used under an agency capacity as for renting or subletting purposes or assigned to any other person or entity without appropriate purchase order, written agreement and proper notification of the original Lessor. The Lessee shall not copy or allow equipment to be copied or specifications reproduced. Lessee shall not make any alterations, additions or improvement to the equipment.

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**WARRANTY:** Lessor makes **no** warranties, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose.

**TITLE:** Lessor retains title to all equipment rented. Lessor shall retain the right to recover all payments due, even though equipment is back in its possession. Lessor reserves the right to issue Uniform Commercial Code filing statements, and Lessee agrees to execute same. No transfer of right or title is implied or intended, unless expressly agreed to in writing.

**TAXES:** 8.25% service tax will always be shown added the rental amount, billed and collected, on behalf of the State of Texas and the Lessor's local municipalities.

**LIMITATION OF LIABILITY:** Lessor will not be liable for Lessee's issuance or amendment of purchase orders or change orders covering original or extended rental periods. Charges in all cases will commence on the date of Arrival of equipment to Lessee and terminate on the date the equipment is received by Lessor. In no event, whether as a result of breach of contract or warranty, tort (including negligence) or otherwise, shall Lessor be liable for any consequential, incidental or exemplary damages, including, without limitation any loss of profit or revenues, loss of use of any equipment or any other equipment, damage to other equipment, cost of substitute equipment, claim by Lessee for damages of Lessee's customers or down time costs.

**RISK OF LOSS:** The Lessee is responsible for loss of or damage to equipment from receipt until it is received on return by a Lessor's Inventory Center. Loss or damage to the equipment will obligate the Lessee to replace or repair the equipment at its expense or remit the full fair market price to Lessor. It is understood that the rental fees will continue until such replacement equipment or the replacement cost is received by Lessor.

**DEFAULT:** Upon default of the payment of rent, or if the equipment is not returned as of the end of the stated rental term, or upon any other breach of the lease by Lessee, Lessor shall have the right to take possession of and remove the equipment. Lessor may also pursue any other remedies, to which it may be entitled in law or equity, and Lessee shall pay Lessor's attorneys' fees and expenses in the event legal action is necessary due to a breach of the lease by Lessee.

## Agreed and Accepted: "Lessee"

By: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Printed name)

email \_\_\_\_\_ mobile: \_\_\_\_\_

**Equipment Return Address: TyroLab 400 N Center Street Bonham, TX 75418**

**Attn: Rental Kit Return 903-640-4900 bchapman@tyrosys.com**