

Terms and Conditions 2010

CleanAir Instrument Rental
500 W. Wood Street
Palatine, IL 60067-4975
800-553-5511
www.rental.cleanair.com



TERM: The Rental begins one calendar day after the outbound shipment or "will call" and continues through the day the equipment is returned to a US CleanAir facility (IL or TX).

FREIGHT: Equipment is shipped at customer's expense. Freight returned collect without prior written authorization may be refused by CleanAir. If CleanAir elects to receive unauthorized collect freight, a minimum 20% surcharge will be billed to the renter. Shipments sent on the client's account and "will call" orders are subject to a \$20 handling charge per box and/or gas type to cover logistics costs. All duties and taxes are customer's responsibility.

PAYMENT: Due 30 days from date of invoice. A 1.5% late charge per month may be billed for invoices older than 30 days.

TAX: Customer will have sole responsibility for the payment of all duties and taxes.

CYLINDER GAS USAGE: Usage in excess of 500psi in one 14 day period or 1250psi in one month will be subject to excess gas usage charges (100-500psi=\$100, 600-1000psi=\$200, 1100-1500psi=\$300(Specialty gases=2x the fee). Client accepts full responsibility of returning gas cylinders to CleanAir. Client acknowledges they are trained and capable of shipping gases as dangerous goods with freight carriers.

WARRANTY: CleanAir warrants that, upon initial shipment, equipment will meet manufacturer's specifications. UNLESS CUSTOMER GIVES CLEANAIR NOTICE OF ANY DEFECT WITHIN 48 HOURS AFTER RECEIPT, IT SHALL BE PRESUMED THAT EQUIPMENT WAS RECEIVED IN GOOD CONDITION, Sold assets are "as is", unless otherwise specified in writing. The foregoing warranty shall not apply to any damage to equipment caused by accident or misuse, and CleanAir shall not be responsible for any delays or failures in making repairs, post calibration or replacement due to unavailability of parts, labor strikes, delays in transportation, or other causes beyond its reasonable control. CleanAir 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.

LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract or warranty, tort (including negligence) or otherwise, shall CleanAir be liable for any consequential, incidental or exemplary damages, including, without limitation, any loss of profit or revenues, loss of use of any equipment, damage to other equipment, cost of substitute equipment or down-time costs.

USE OF EQUIPMENT: Customer shall use equipment in a proper manner in compliance with all laws and other governmental requirements and the manufacturer's instruction, and shall keep the equipment free from all liens and encumbrances. Customer shall bear the entire risk of loss or damage to the equipment from any cause, and shall indemnify and hold CleanAir harmless from any and all claims, liabilities, losses, costs and expenses arising out of the use, purchase, possession, operation or renting of the equipment.

RETURN OF RENTAL EQUIPMENT: Customer shall return equipment to CleanAir IL, or TX, in substantially the same condition, using the same packaging materials as when first received. Lost packaging materials (foam inserts) will be billed \$120/set. Customer shall be responsible for and pay CleanAir REPLACE-MENT COST of any lost or materially damaged rental equipment (during rental, return shipment, or outbound collect shipment) as well as cost of restoring any equipment returned with damage or extraordinary wear and tear. Customer shall be responsible for rental accrual as well as replacement cost.

DEFAULT AND REMEDIES: Customer shall be in default hereunder for failure to pay, when due, any sum due to CleanAir or failure to perform any other obligation owing to CleanAir or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against customer. Upon the occurrence of any such default CleanAir may at any time during the continuance thereof, and in addition to all other rights and remedies available herein, at law and inequity, (1) terminate the rental of all equipment rented to customer, (2) require customer to assemble and return all rental or purchased equipment, or repossess all such equipment, and/or (3) recover from

customer all amounts payable hereunder. CleanAir shall not have any duty to account to customer for the proceeds of any disposition of equipment subsequent to return or repossession. No waiver of any default shall waive any other or subsequent default. Customers shall reimburse CleanAir for all costs and expenses incurred by CleanAir in enforcing its rights hereunder, including attorney's fees. The rights of CleanAir and the customers' shall be governed by the laws of the State of Illinois.

COMMERCIAL ARBITRATION: Any disputes between client and CleanAir, directly or indirectly, regarding this agreement, its interpretation, the services performed by CleanAir, and/or the statements rendered to client by CleanAir shall be submitted to binding arbitration in accordance with the rules, practices, and procedures of the American Arbitration Association. Any arbitration shall take place in Chicago, Illinois. Prevailing party at arbitration shall be entitled to recover as a part of the arbitrator's award all of its arbitration expenses, including, but not limited to, attorneys fees, expert fees, travel costs, etc.

MISCELLANEOUS: When a minimum term is specified, the rental rate is fixed for said minimum term. If no minimum term is specified, or upon the expiration of the minimum term, all rental rates and prices shall be subject to change by CleanAir at any time without notice. Rental, purchase, or exchange of equipment is subject to availability in CleanAir inventory. CleanAir does not use pro-rated daily rates.

SOLE AGREEMENT: The above Terms and Conditions are the only terms and conditions upon which CleanAir is willing to rent or sell equipment. Any additional or different terms in any order or other response by Customer shall be deemed objected to by CleanAir without need of further notice of objection, and shall be of no effect or in any way binding upon CleanAir. No waiver, alteration or modification of any of the provisions hereof shall in any event be effective or binding upon CleanAir unless in writing and signed by a duly authorized employee of CleanAir.

\_\_\_ I agree to the Terms and Conditions I've read above and would like you to keep our signature on file for faster service.

\_\_\_ I agree to the Terms and Conditions I've read above but prefer to sign each order individually before our order is shipped.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Date: \_\_\_\_\_