

 <p>EMSL ANALYTICAL, INC. LABORATORY • PRODUCTS • TRAINING</p>	<p>EMSL Analytical, Inc. 200 Route 130 North Cinnaminson, NJ 08077</p> <p>1-800-220-3675 www.EMSL.com Fax: (856) 786-5971 Email Your Sales Rep</p>		
			

Terms and Conditions for Equipment Rental

These Terms and Conditions for the rental of equipment shall constitute the complete agreement between EMSL Analytical, Inc., 200 Route 130 North, Cinnaminson, NJ 08077, hereinafter (“EMSL”), and the customer stated in Schedule B, hereinafter (“Lessee”), Schedule B attached hereto and incorporated herein by reference. EMSL enters into this agreement with Lessee, subject to these terms and conditions, for the equipment listed on Schedule B and Schedule A (if applicable), hereinafter (“Equipment”), attached hereto and incorporated herein by reference. All of the Equipment listed on Schedule A and Schedule B is included in the term Equipment as used herein. Lessee hereby acknowledges acceptance of the terms and conditions along with delivery of the Equipment.

1. EMSL leases to Lessee the Equipment for Lessee’s business purposes during the Minimum Days Rented, said Equipment to be used for the ordinary business purposes of Lessee and for those purposes for which Equipment is intended.
2. **Lease Term.** This lease commences on the day the Equipment is received by Lessee via common carrier or collected by or on behalf of the Lessee from the premises of EMSL, or other premises specified by EMSL, and will continue until the day Lessee returns the Equipment to a common carrier for delivery to EMSL.
3. **Rental Rates and Charges.** The rental shall be charged pursuant to the rates set forth in the Equipment Section. Rental charges will accrue daily. All rates quoted are quoted in US Dollars on a per day basis unless specified otherwise in the Equipment Section. The Minimum days Rented are to be calculated daily and a partial day shall be charged as if it were a full day. In addition to the rental charge, Lessee shall be responsible for installation, shipping, and return shipping of Equipment. Lessee is responsible for purchasing insurance in the amount of replacement value on all equipment shipped, including return shipments. EMSL prepaid labels may not be used for this purpose. All returned equipment should be sent to the location in which the rental equipment originated. A \$100 relocation fee will be assessed for equipment returned to the wrong address. The Minimum Days Rented for the Equipment is stated in the Equipment Section. Should Lessee elect to return the Equipment prior to the end of the Minimum Days Rented, Lessee will remain responsible for payment of rent for the entire Minimum Days Rented.
4. **Deposit.** As security, the Lessee shall pay a deposit as set forth in the Equipment Section. The Deposit will be returned to Lessee after it is verified by EMSL that the Equipment has been returned to EMSL in the same condition as when the Equipment was originally leased to Lessee. Lessee shall remain responsible for any amounts owed to EMSL following depletion of the Deposit.

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5. **Terms of Payment.** Lessee may elect to pay for the Equipment Rental in advance of the Lease Term or, where credit information is provided by Lessee and approved by EMSL, by invoice. Invoices will be issued to Lessee by EMSL subsequent to the Lease Term and are due and payable within thirty days from the invoice date. Interest shall accrue on invoice amounts left unpaid at the end of the thirty-day payment period at a rate of 18% APR until paid in full. Failure to pay invoices in a timely manner will lead to a refusal to grant credit in the future and may be the basis for a demand by EMSL that equipment is to be returned immediately. Payments shall be made to EMSL and its address set forth above.
6. **Acceptance of Equipment.** Acceptance of delivery of the equipment by Lessee or Lessee's agent shall constitute conclusive evidence that Lessee has examined the condition of the Equipment, accepts the condition of the Equipment, and finds that Equipment to be complete, in good condition, fit for any purpose for which it might be required and satisfactory in every way.
7. **Delivery.** Delivery date request shall be as set forth in the Equipment Section. EMSL will make reasonable efforts to meet specified delivery dates. EMSL shall not be legally bound to meet delivery dates. It is expressly agreed that EMSL shall not be liable to Lessee for any losses, consequential or otherwise, arising as a result of late delivery or the condition of the Equipment at time of delivery.
8. **Liability of EMSL.** Lessee accepts sole responsibility and shall hold EMSL, its servants and agents, fully indemnified against any and all claims made and/or actions brought against EMSL concerning any liability, claim or loss, including loss of business or other consequential loss, damage or injury to persons or property occurring in connection with any of the Equipment to or from EMSL or use of the Equipment. EMSL shall not be liable for any losses resulting from any failure on the part of the Equipment. Lessee shall be responsible and liable to EMSL for, and indemnify EMSL against, any and all damage to the Equipment, that occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to EMSL. Lessee shall be responsible and liable for and indemnify EMSL against, hold EMSL free and harmless from any claim and all claims of any kind whatsoever for or from, and promptly pay any judgment for any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts of negligence of Lessee or others in the custody, operation or use of, or with respect to, said Equipment, during the term of this lease or until return and delivery of the Equipment to EMSL. Lessee shall pay all attorney's fees and costs associated with any claim for which EMSL is to be indemnified. In no event shall EMSL have any responsibility or liability to Lessee for any failure or delay in performance by EMSL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of EMSL. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Lessee, acts or

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orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond EMSL's reasonable control.

9. **Liability of Lessee.** Lessee shall be responsible and liable to EMSL for, and indemnify EMSL against, any and all damage to the Equipment, which occurs in any manner from any cause or causes during the Term of this lease or until return and delivery of the Equipment to EMSL. While in Lessee's possession, the equipment shall not be exposed to contaminants or toxins and Lessee shall not return the equipment contaminated in any way. Lessee shall be responsible and liable for, indemnify EMSL against, hold EMSL free and harmless from any claim and all claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Equipment, during the Term of the lease or until return and delivery of the Equipment to EMSL, including all attorney's fees and costs associated with EMSL's defense of said claims. Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of the Equipment, and Lessee agrees that neither it nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien. Lessee shall not assign, sell, mortgage, pledge rent, part with possession, or otherwise engage in any dealing with the equipment or with any interest therein, or attempt to do any of these things.

Lessee shall be responsible and liable to EMSL for, and indemnify EMSL against, any and all damage to the Equipment, which occurs in any manner from any cause or causes during the Term of this lease or until return and delivery of the Equipment to EMSL. Lessee shall be responsible and liable for, indemnify EMSL against, hold EMSL free and harmless from any claim and all claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Equipment, during the term of this lease until return and delivery of Equipment to EMSL.

10. **Loss or Damage to Equipment and Insurance Coverage.** Lessee shall assume the entire risk of loss and damage to the equipment from the time Lessee takes possession of the Equipment until the time EMSL regains possession of the equipment. Lessee shall give EMSL immediate written notice of such loss or damage and shall, in the event of loss, reimburse EMSL at the manufacturer's list price in respect thereof within 14 days of the occurrence of the loss. Lessee will keep the Equipment insured from and including this day until return and delivery of the Equipment to EMSL, in such company or

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companies as EMSL shall approve, according to applicable standard forms of policy, and for the benefit of EMSL, (1) against loss or damage from any cause or causes to the Property for the full value thereof in the amount of one million dollars, and (2) against liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Equipment, in the amount of one million dollars relative to personal injuries and/or death and one million dollars relative to property damages. Lessee may choose to pay for additional property insurance coverage on the Equipment to be included with the total rental rates in the Equipment Section. Insurance may be required for select Equipment.

11. **Exclusion of warranties.** EMSL does not make any express or implied warranty to Lessee of any kind. All conditions, representations, warranties, whether express or implied, whether in relation to fitness of the equipment for any particular purpose or as to the description, state, quantity, or condition of the equipment on delivery or at any time are hereby excluded or extinguished. Neither this document nor any action or communication on the part of EMSL shall lead to the issuance of express or implied warranties to Lessee.

12. **Obligations of Lessee.** During the Lease Term, Lessee shall:

- a. Ensure that the Equipment will only be operated properly and by competent persons trained in the proper use of the equipment.
- b. During the Lease Term and until return and delivery of the Equipment to EMSL, Lessee shall maintain the Equipment in its present good condition, reasonable wear and tear occurring despite standards of good maintenance of Equipment expected. Lessee shall immediately report any damages to Equipment to EMSL. Lessee shall be liable for expenses incurred by EMSL to repair damages to said Equipment caused by operation or use by Lessee or by others during the Lease Term and until delivery of the Equipment to EMSL.
- c. Obtain all necessary licenses, certificates, permits, authorizations and others required for the operation of, or in connection with, the Equipment and shall maintain the same in full force and effect throughout the Term of the Agreement. Lessee shall not do, neglect to do or permit to be done any act whereby the Equipment or its use would contravene any statute, rule, regulation or by-law or any such license, certificate, permit authorization, and others for the time being in force pertaining to the use, maintenance or safety of the Equipment. Lessee shall, during the term of this lease and until return and delivery of the Equipment to EMSL, abide by and conform to, and cause others to abide by and conform to, all laws and governmental rules and regulation, including any future amendments thereto, controlling or in any manner affecting operation, use, maintenance or storage of said Equipment. Lessee shall, at its own expense, ensure that the Equipment is kept safe and without risks to health or safety. Lessee agrees to

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undertake all reasonable and practical steps to ensure that its use of said Equipment conforms to the terms of this Agreement, and to all local and national health and safety regulations.

- d. Not assign this Agreement without the express written consent of EMSL.
- e. Not permit the Equipment to be used by any party other than Lessee and its employees.

13. **Ownership and Inspection.** The Equipment is and shall at all times remain the sole property of EMSL. EMSL shall have the right to enter upon the delivery address or any address where the Equipment is stored at all reasonable times in order to inspect the Equipment.
14. **Breach by Lessee.** If Lessee shall commit any breach of this Agreement, default in any rental payment, cease to carry on business or abandon the Equipment, file for bankruptcy, is sequestered or has a Liquidator or receiver appointed, or if legal process is commenced or levied against Lessee in any way it is mutually agreed that EMSL may, at its option, without notice, terminate this Agreement, enter upon the place where the Equipment is kept and take possession of the Equipment. EMSL's waiver of any rights under this Agreement shall not be deemed a waiver of any other right of EMSL. In the case of any breach of Lessee resulting in a termination of the Agreement, Lessee shall pay EMSL all monies due or those that would have been due, as if the Agreement had run its full term.
15. **Equipment Operation.** Lessee shall provide all power sources and other support equipment necessary to enable the Equipment to operate in a safe and proper manner. Lessee acknowledges full responsibility for the performance of the work intended by Lessee and that EMSL is in no way responsible for the work or performance of the work. Lessee will provide an appropriate operating environment for the Equipment in accordance with manufacturer's recommendations.
16. **Substitutions.** EMSL shall have the right to substitute Equipment upon giving Lessee reasonable notice. Lessee shall cooperate with EMSL in effecting such substitutions.
17. **Failure of Equipment.** Where there is a failure of the Equipment attributable to acts or omissions on the part of Lessee, which cannot be repaired by Lessee on site, Lessee shall pay travel and repair costs for an engineer designated by EMSL to visit the site.
18. **Renewal.** Lessee shall have the option to renew this Agreement for additional days at the end of the Minimum Days Rented indicated in the Equipment Section, provided Lessee has paid all rental fees in a timely manner, provides EMSL a minimum of two (2) business days notice of its intent to renew the Agreement and EMSL agrees to renew the Agreement.

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Miscellaneous Provisions. These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by EMSL, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Borrower and EMSL. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state of New Jersey.

The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

The signer of this document must have authority to bind the borrower to its terms. EMSL reserves the right to request documentation of said authority from the signer as a condition precedent to entering into this Agreement.

Lessee Signature:	
Print Lessee Name:	
Lessee Title:	
Lessee Company:	
Date:	

Fax this form to:
(856) 786-5971

or

Email this form to your Sales Rep

EMSL USE ONLY – TERMS AND CONDITIONS FOR PUMP EQUIPMENT LOAN	
Company:	
Customer Number:	###: