

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

## Terms and Conditions for Pump Equipment Loan Agreement

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

1. Borrower understands and agrees that these sampling pumps and accessories are provided at no charge (except for shipping charges, duties, tariffs, customs fees, etc.) provided that all samples taken utilizing the sampling pumps are Returned to EMSL for analysis. While on loan, the Equipment is and shall at all times remain the sole property of EMSL. Not all Analytical tests qualify for EMSL’s free pump loaner program. Please contact your sales representative for details.
2. **Return Date.** At the time of order, Borrower will provide to EMSL the date when EMSL will receive the equipment and accessories back (“Return Date”). The packing list will note this Return Date and will be sent with the equipment to the Borrower. EMSL will provide sampling pumps and chargers in good working condition along with, if applicable, media and accessories all at no cost (Borrower is responsible for all shipping charges, duties, tariffs, customs fees, etc.). At delivery, Borrower will confirm receipt of all requested items and will contact EMSL upon receipt if any items are missing or damaged. Borrower shall have the option to extend this Agreement for additional days at the end of the initial term, provided Borrower provides EMSL a minimum of two (2) business days notice of its intent to extend the Agreement and EMSL agrees to extend the Agreement.

**Equipment Use and Damage.** Borrower 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 loan agreement or until return and delivery of the Equipment to EMSL. Compensation will be the replacement cost of all pumps, chargers and accessories. Replacement cost for damaged or lost items will be the published list price in USD (including all taxes) for each item listed in the EMSL Products Catalog. While in Borrower’s possession, the equipment shall not be exposed to contaminants or toxins and Borrower shall not return the equipment contaminated in any way. Borrower 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 Borrower or others in the custody, operation or use of, or with

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

respect to, said Equipment, during the Term of the loan agreement 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. Neither Borrower 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 Borrower 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. Borrower 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.

3. **Equipment Return and Late Fees.** Borrower's failure to return any or all sampling pumps, chargers and accessories to EMSL by the Borrower provided Return Date, without obtaining EMSL's prior written permission to extend this Loan Agreement, will automatically convert this Loan Agreement to a Rental Agreement for said pumps, chargers and accessories. If EMSL has not received any samples from the use of these sampling pumps by the Borrower provided Return Date, the rental term will include the time beginning with the date that sampling pumps were shipped from EMSL and ending on the date when the sampling pumps, chargers and accessories are returned to EMSL. If EMSL has not received samples from Borrower from the use of the sampling pumps by the provided Return Date, the rental terms includes the time frame beginning with the day after the provided Return Date and ending with the day that EMSL receives all sampling pumps, chargers and accessories at its offices. The rental fees charged by EMSL will be the lowest combination for the days outstanding using the following fees per sampling pump: daily - \$35 usd per day; weekly - \$95 usd per week; monthly - \$200 usd per month. If sampling pumps, chargers and accessories are not returned by Borrower within thirty (30) days from the provided Return Date, Borrower understands they have now purchased these sampling pumps, chargers and any other accessories. EMSL will bill client the replacement cost value for each piece of equipment as indicated on the packing slip.
4. **Taxes and Fees.** Borrower is responsible for all taxes, duties and fees associated with this Agreement.
5. **Shipping Charges.** Borrower is responsible for all shipping charges both from EMSL to Borrower and from Borrower to EMSL. All sampling pumps, chargers and accessories are to be sent by two-day courier service (Federal Express, UPS, etc.) or sooner. EMSL will ship sampling pumps, chargers, etc. to Borrower by ground unless otherwise requested by Borrower. Additional shipping charges will apply for faster shipping.
6. Borrowers may elect to drop off their kits at an EMSL laboratory for return to the appropriate EMSL lab. Borrower's account will be charged the return shipping fee. Shipping of sampling kits is not eligible for free shipping under "EMSL's \$100 Free Shipping™" program. EMSL locations will contact the original Lab of issue upon receipt.

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

7. **Liability.** Borrower 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. In no event shall EMSL have any responsibility or liability to Borrower 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 Borrower, acts or 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.
8. **Warranty.** EMSL does not make any express or implied warranty to Borrower 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 Borrower.
9. **Equipment Usage.** During the Loan Agreement Term, Borrower shall:
  - a) Ensure that the Equipment will only be operated properly and by competent persons trained in the proper use of the Equipment.
  - b) Maintain the Equipment in its present good condition, reasonable wear and tear occurring despite standards of good maintenance of Equipment accepted. Borrower shall immediately report any damages to Equipment to EMSL. Borrower shall be liable for expenses incurred by EMSL to repair damages to said Equipment caused by operation or use by Borrower or by others during the Loan Agreement 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 loan agreement. Borrower 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. Borrower shall, during the term of this Loan Agreement 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. Borrower shall, at its own expense, ensure that the Equipment is kept safe and without risks to health or safety. Borrower agrees to

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

undertake all reasonable and practical steps to ensure that its use of said Equipment conforms to the terms of this loan 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 Borrower and its employees.

10. **Breach of Agreement.** If Borrower shall commit any breach of this Agreement, default in any 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 Borrower 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 Borrower resulting in a termination of the Agreement, Borrower shall pay EMSL all monies due or those that would have been due, as if the Agreement had run its full term.
11. **Performance of Work.** Borrower shall provide all power sources and other support equipment necessary to enable the Equipment to operate in a safe and proper manner. Borrower acknowledges full responsibility for the performance of the work intended by Borrower and that EMSL is in no way responsible for the work or performance of the work. Borrower will provide an appropriate operating environment for the Equipment in accordance with manufacturer's recommendations.

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

**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.

<b>Lessee Signature:</b>	
<b>Print Lessee Name:</b>	
<b>Lessee Title:</b>	
<b>Lessee Company:</b>	
<b>Date:</b>	

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