

AMERICAN CRS RENTAL TERMS AND AGREEMENTS

Notwithstanding anything to the contrary contained therein, the following conditions apply to American CRS's Rental Services of:

Equipment Model: _____

Serial Number: _____

Specifications: _____

Rental Terms

- Direct Ship To Customer
 - Rental term begins the day after the equipment is shipped by American CRS
 - Rental term ends the day the equipment is received by American CRS.
- Customer Pickup
 - Rental term begins the day the equipment is picked up from American CRS.
 - Rental term ends the day the equipment is received by American CRS.
- Minimum rental term is three (3) months.

Payment Terms

- Net 30 days from invoice date subject to credit approval
 - Extended payment terms may be available upon request and will be subject to additional charges as outlined in American CRS's standard commercial terms.
- For customers paying via credit card, American CRS will continue to charge any recurring billing using this agreement as authorization until the equipment is returned
- Any amounts not paid by that date are subject to finance charges/late fees
- Customer shall be responsible for any additional taxes, excise fees, governmental charges, or any local charges or fees or tariffs.
- All purchase orders are subject to credit approval by American CRS, and American CRS reserves the right to require adequate security from the customer prior to shipment whenever American CRS believes the customer's credit is (in American CRS's opinion) impaired.

Customer Order Cancellation

- Availability is subject to prior rental or sale unless reserved a minimum of thirty (30) days in advance and approved in writing by American CRS.
- Cancellations must be 72 hours prior to the ship date.
- If the order has already shipped, minimal rental charges will be applied plus shipping and handling if applicable.

ACRS Order Termination

- American CRS has the right to terminate the Contract with immediate effect upon written notice to customer.

Delivery

- F.O.B. point is 16312 W Glendal Drive, New Berlin WI 53151.
- Rental equipment will be shipped from or picked up at F.O.B. point.
- Customer acceptance occurs upon shipment from American CRS Equipment
- American CRS does not assume responsibility for loss, damage, or breakage in transit. Carriers are responsible for goods lost or damaged in transit. Any damage claims must be made directly with the carrier.
- American CRS is not to be responsible for failure of carriers to meet delivery schedules
- Equipment malfunction, damage or rental discrepancies must be reported to American CRS in writing within forty-eight (48) hours of equipment receipt, or it will be presumed the received equipment is as ordered, was received in good condition and is accepted. If such notice is not received by American CRS within forty-eight (48) hours of notice of malfunction, damage or rental discrepancies, this same equipment will be considered acceptable and rental charges will continue to accrue.

Returns

- Customer is responsible for all shipping charges.
- Equipment must be returned in the same condition as it was when shipped by American CRS; normal wear and tear, as defined by American CRS, is accepted.
- Equipment shall be returned in its original packaging. In the event the original packaging cannot reasonably be reused for the return shipment, the Customer is responsible for providing packaging adequate to ensure the equipment will not be damaged in transit.
- All accessories, leads, manuals, software, laptops, shipping boxes or crates, parts etc. must also be returned in the same condition as when they were shipped by American CRS.
- Failure to return all accessories, leads, manuals, parts etc. will result in charges for the replacement of such items at rates specified by American CRS.
- Any damages to the equipment will be billed at a cost to be specified by American CRS. If the cost of the repair exceeds the cost of replacement, the Customer will be billed for the replacement of that equipment.
- Customer will be billed list cost for any equipment lost by carriers. Insuring shipments back to American CRS is at the discretion of customer.

Ownership

- Title and full ownership of the rental equipment remain with American CRS at all times. The customer has no right to alter, sublet, or claim ownership under any circumstances.
- All Equipment remains the property of American CRS.
- The customer has no right to assign or sublet the equipment under this Agreement.
- The customer will not permit any ownership labels to be removed, obscured, or destroyed.
- Customer shall not make any alterations, additions or modifications to the Equipment other than "use case" for installation consistent with user manuals and intended locations for utilities.
- Customer shall use the equipment only for the purpose and in the manner intended

Replacements

- Should equipment need to be returned for repair/calibration before the end of the rental term, replacement units may be shipped out to the customer.
- American CRS would be responsible for any shipping charges.
- Customer must return the initial equipment within ten (10) days after replacement units have been shipped. Any units not returned within that period would then be charged the standard daily rate until they are returned.
- This can be exercised:
 - if the customer has unpaid invoice(s) beyond 15 days of due date
 - if the customer has violated the equipment warranty
 - if the customer is misusing equipment or is not sufficiently trained to operate the equipment
 - if the customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
 - if Customer is in violation of applicable laws or regulations.
 - If the equipment is shipped outside of the United States or Canada.
 - If the Customer violates Terms and Conditions

Force Majeure

- American CRS shall not be liable for delay in or non-performance of this Agreement or any part thereof resulting directly or indirectly from (a) earthquakes; (b) epidemics; (c) blizzards, snowstorms, ice-storms and weather-related emergencies that prohibit or hinder transportation; (d) act of any governmental authority, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, licensing controls or production or distribution restrictions; (e) accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment and power shortages; (f) transportation or storage delays, accidents or shortages; (g) labour difficulties including but not limited to strikes, slowdowns, lockouts, sabotage and labour shortages; (h) failure or delay in its source of supply; (i) acts or omissions of the Buyer; or (j) any other cause beyond American CRS's reasonable control, whether similar or dissimilar to those causes heretofore listed in this section. If American CRS anticipates a delay more than 14 days, American CRS shall notify the customer in writing by email correspondence of the cause of such delay.

Taxes & Fees

- Customer shall be responsible for any additional taxes, excise fees, governmental charges, or any local charges or fees or tariffs where applicable by law.

Warranty

- American CRS shall have no liability to the customer or any other person for (and customer shall indemnify and hold American CRS harmless from) any claim, loss, damage or expense, in whole or in part, directly or indirectly, by the inadequacy of the goods for any purpose whether or now known or disclosed to American CRS, and it is specifically agreed and understood that there are no warranties express or implied including implied warranties of merchantability and fitness for a particular purpose, made by American CRS with respect to the goods except as provided by American CRS to the customer specifically in writing.
- ACRS makes no claim the rental will work as intended, or at all, once transported to the customer facility. ACRS will make reasonable attempts to ensure the equipment is functional and able to be used by customer after delivery.
- Any testing, operation under faulted conditions, or unauthorized repairs will void the 'intended use' language used in this contract. Customers must follow the manufacturer's installation and operational guidelines.
- Repair and investigation from ACRS will be subject to service billing at standard rates.

Compliance

- The parties agree to comply with applicable laws and regulations.
- Any customer defaulting on its obligations hereunder shall pay for costs, expenses and legal fees incurred by American CRS to enforce its rights, whether or not legal action is instituted, including the costs of recovering, repairing, and/or replacing the equipment.
- These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- Any legal action or proceeding with respect to the contract shall be brought exclusively in the state or federal courts in Wisconsin without giving any effect to any choice or conflict of law provision or rule.

Liability

- American CRS's liability on any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, rental, lease, resale, repair, replacement or use of any goods shall in no case exceed the price allocated to such goods, or part thereof, which gives rise to the claim.
- In no event shall American CRS be liable for special, indirect, punitive or consequential damages incurred by the customer or any other person, such as but not limited to loss of profit or revenue, loss of use, down-time, or cost of a substitute product.
 - American CRS shall not be liable on any claim under or arising out of or for breach of this Agreement unless action thereon shall be brought against seller within one (1) year from the date of delivery or customer's actual knowledge breach. If customer obtains actual knowledge of a breach and continues to use the equipment, customer shall be deemed to have waived such breach. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of American CRS.

Rate, charges, and period – please initial each of the following.

- _____ • **The rental rate shall be defined by the rental quotation**
- _____ • **The rental timeline shall be a minimum of two months, and shall be auto renewed monthly after the second of each month**
- _____ • **Partial months in any measure are billed as a full month unless expressly in writing**
- _____ • **Failure to pay rental fees associated with current month of use constitutes a termination of the rental agreement and an immediate requirement to return the equipment**

Entire Agreement and Severability

- This Agreement constitutes the entire agreement between American CRS and the customer with respect to the matters contained herein and supersedes all prior oral or written representations, conditions, and agreements. This Agreement may only be modified by a written agreement duly executed by American CRS and the customer. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, order or other rule of law, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

Please sign and date acceptance of this agreement from an officer of the company, or an authorized manager who is employed by the customer.

Signature

Company

Job Title

Date