



## Ultrasonic Flow Meter Rental Agreement

Please read this Rental Agreement, complete the second page and fax that page only back to us at 717-697-2122 or email the completed page to sales@flowrental.com.

### TERMS AND CONDITIONS

- 1) This Rental Agreement is made between EESiFlo Inc. (219 East Main Street Mechanicsburg, PA, USA, 17055) and the Renter (detailed under the "Bill To" address) on the second page of this Agreement.
- 2) EESiFlo agrees to provide an Ultrasonic Flow Meter and all associated parts (herein referred to as Equipment), for a Rental Period not less than one day which will begin when the Equipment leaves EESiFlo's premises and will end upon return to EESiFlo.
- 3) Title to the Equipment is, and at all times shall remain in the name of EESiFlo. Renter will not permit the Equipment to be used by any person other than a representative of the Renter.
- 4) The Renter is responsible for all Domestic and International Freight Charges, plus all Customs, Duties, Taxes or Fees generated by any agency. If EESiFlo is charged with any International Freight, Customs, Duties, Tax or Fee, these values will be added to subsequent invoicing.
- 5) EESiFlo will attempt to ship the Equipment on the Renter's shipping account, or if requested, EESiFlo will use our own FedEx Express shipping account and will add those costs to resulting invoices.
- 6) Once the Equipment has left EESiFlo's facilities, the Renter is responsible for all damages, regardless of the source. Should EESiFlo discover damage to the Equipment upon return, EESiFlo will notify the Renter of such findings and will include the cost of repair or replacement in a subsequent invoice.
- 7) The Renter shall examine the Equipment upon receipt and immediately notify EESiFlo of any shortages or damages incurred during shipping.
- 8) Renter shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance.
- 9) None of EESiFlo's rental Equipment are certified for Intrinsically Safe or Explosion Proof environments and should not be used in areas requiring such certification.
- 10) EESiFlo's Equipment are not waterproof and should not be used in applications where damage may result from exposure to wet environments.
- 11) If the Renter finds the Equipment unacceptable for their application, they must notify EESiFlo within 24 hours of receipt, or the Renter will be responsible for paying the entire rental period until the Equipment is returned to EESiFlo.
- 12) EESiFlo shall not be liable to Renter for any loss, delay or damage of any kind resulting from defects in or inefficiencies of the Equipment or accidental breakage thereof. EESiFlo is not responsible to any party for misused procedures or misinterpretation of Equipment data.
- 13) Renter shall be solely responsible for and shall indemnify, defend and hold EESiFlo harmless against all claims, suits, damages or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of the Renter or EESiFlo, occasioned by the operation, handling or transportation of the Equipment during the rental period or while the Equipment is in the possession or control of the Renter.
- 14) Upon the termination of this Agreement, Renter will promptly return Equipment and all attachments and parts to EESiFlo's place of business. Renter is responsible for delays in shipping and will be responsible for daily rental charges accrued during the time when the Equipment is not at EESiFlo's premises.
- 15) Equipment must be returned in the same condition in which such Equipment was received and in clean, working condition, ordinary wear and tear accepted. EESiFlo reserves the right to apply cleaning fees as EESiFlo determines necessary. Renter agrees to pay the full cost for any damage to or loss of such Equipment.
- 16) Renter will not retain Equipment beyond the "Anticipated Return Date" noted on the next page, without prior consent of EESiFlo.
- 17) If EESiFlo has not been notified of the Renters intention to extend the Rental Period beyond the Anticipated Return Date, the Equipment may be reported as stolen and appropriate legal action taken to recover the Equipment.
- 18) If the Renter retains the Equipment for any period extending beyond 30 days, EESiFlo will generate and submit for payment, a Rental Invoice for the previous 30 day period.
- 19) Renter will pay the resulting Rental Invoice within 30 days of receipt. Renter agrees to pay finance charges, at the rate of 2.0% per month until paid in full, and all collection charges and reasonable attorney's fees associated with collection of all past-due Rental Invoices.
- 20) One week's rental fee may be applied towards the purchase of new Equipment, only if the Renter generates a Purchase Order for new Equipment within 30 days of receipt of the original rental invoice.
- 21) If the Equipment is rented for 5 days or more rental fees will not accrue for weekend days. Rental fees will not accrue for weekend days when Equipment is shipped for Monday Morning arrival.



22) In the event of any dispute arising under any order for which resort to the courts becomes necessary, the parties agree that personal jurisdiction and venue in any such legal proceedings shall be exclusively in the Court of Common Pleas for the Commonwealth of Pennsylvania, Cumberland County, to be governed by the laws of Pennsylvania, without giving effect to its conflict of laws principles. The parties waive their right to trial by jury.

23) If any provision contained in these Terms and Conditions is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms and Conditions. No orders are assignable by agreement, or by operation of law, except with the written consent of EESiFlo. No addition to or waiver or modification of any provision of these Terms and Conditions shall be binding on EESiFlo unless in writing and signed by EESiFlo.

24) EESIFLO SHALL NOT BE LIABLE FOR LOSS OF PRODUCTION, USE, PROFITS, BUSINESS, GOODWILL OR REPUTATION OR FOR BUSINESS INTERRUPTION, WASTED EXPENDITURE OR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES OF ANY KIND, WHETHER SUFFERED OR CLAIMED BY YOU OR ANY THIRD PARTY. EXCEPT FOR MANUFACTURER'S WARRANTIES COMING FROM THE MANUFACTURER, NO WARRANTY WHATSOEVER IS GIVEN WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, EESIFLO HEREBY DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Bill To:		Ship To:	
Company:		Company:	
Accounting Contact:		Contact:	
Accounting Email:		Ship To Email:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
Your PO #:		Your FedEx Account #:	
Will you pay with a Credit Card? <b>Y</b> (we'll call for card details)		Prepay and Add Shipping? <b>Y</b>	Return Shipping Label? <b>Y</b>
Would you rather we generated an Invoice? <b>Y</b>		Date Required:	Return Date:
Briefly Describe Your Project:			
Rental Equipment You'll Require:			

Please complete this form, print it out and fax it to 717-697-2122  
 or email it back to [sales@flowrental.com](mailto:sales@flowrental.com)

\_\_\_\_\_  
 Your Signature

\_\_\_\_\_  
 Date