

Please return a signed copy of the Rental/Sales Agreement to my attention by fax at (818) 374-7399

RENTAL/SALES AGREEMENT for ORDER# 2596929 CUSTOMER # 191257



Bill to: MBARI
7700 SANDHOLDT RD
MOSS LANDING, CA 95039

Ship to: MBARI
7700 SANDHOLDT RD
MOSS LANDING, CA 95039

Equipment Description	Qty	Rate Per Unit
VIS-2120A Strain Gage Amplifier	1	\$69.00
VIS-2120A Strain Gage Amplifier	1	\$69.00
VIS-2120A Strain Gage Amplifier	1	\$69.00
CERTS-COMMERCIAL Certification	1	\$0.00
Net Cost per 30 day period:		\$207.00
(Note: Applicable taxes will be added)		
Delivery and Handling:		\$77.22
Total Cost for first period (USD):		\$284.22
Term of Agreement:		90 Days

Business Card of individual
signing this agreement should
be attached here.

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Note (If required) Security Deposit of _____ Cardholders Initials _____ PO Number: CREDIT CARD _____

IF USING A CREDIT CARD AS PAYMENT, PLEASE FILL OUT CREDIT CARD INFORMATION BELOW.

Cardholder Name:		Credit Card Billing Address (if different from Bill to above): (If using AMEX Card, provide address statement is mailed to)
Phone:		
Credit Card Type:	Circle One: VISA M/C AMEX DISC	
Expiration Date:	___ / ___ / ___	
Credit Card # : (last 4 digits Only)	X X X X - X X X X - X X X X -	Please call your representative to provide complete card & verify this transaction.
Email Address :	Please provide to receive a credit card receipt via email	

- a. Both parties agree to consider "Fax Document" or Email as legally binding.
- b. Terms and conditions included with this rental agreement have been read, understood and agreed to. ****Please initial Terms & Conditions on all the pages and return via Fax along with the signed Rental/Sales Agreement or follow instructions on email.**
- c. If prepaid by Credit Card, SUPPLIER reserves the right to charge recurring billings without customer authorization, until the equipment is returned.

Individual's Name/Parties _____ Customer Signature _____ Title _____ Date ___/___/___
(If a credit card is used, the signature must be that of the Credit Card Holder)

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GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the rental or sale by Electro Rent Corporation and its subsidiaries ("ER") of any "Equipment" (which term includes related accessories, manuals and other items delivered with this order) to Customer. By placing an order with ER, Customer agrees to and accepts these General Terms and Conditions, none of which can be modified except in a writing signed by an authorized officer of ER. All previous communications, representations or agreements between the parties, whether oral or written, regarding the transactions involved are superseded. Customer's additional or different terms and conditions will not apply, whether included in the purchase order or not.

1. **Payment Terms; Taxes.** Terms are NET 30 DAYS from invoice date. Any amounts not paid by that date are subject to finance charges at the rate of 1-1/2% per month, not to exceed the maximum lawful rate. Customer shall pay any federal, state and local taxes and other governmental charges in connection with the rental, purchase, possession or use of the Equipment (other than taxes on ER's net income) including sales, use, property, franchise and excise taxes on gross rent receipts. If Customer delays or cancels an order, ER may charge the Customer 25% of the list price or the aggregate rental price of the Equipment. Any credits not used within 12 months of issuance will be reduced by a service fee of 8% per month of the initial credit amount.
2. **Delivery FOB ER Facility.** For all shipments except for the sale of new Equipment, (see ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT SALES for new equipment), delivery of all items is FOB ER'S supplying office. Title transfers and Customer acceptance occurs upon shipment from ER's supplying office. All risk of loss or damage from shipping, theft, mysterious disappearance, fire or any other cause is the responsibility of Customer thereafter. ER will make reasonable efforts to meet any delivery schedule quoted; but shall not be responsible for failure to meet such delivery schedule, regardless of the reason for such failure. ER will ship Equipment according to Customer's reasonable shipping instructions; if no reasonable method is specified, ER will select the method. Equipment shall not be shipped by ER or returned by Customer by U.S. mail. Customer will pay or reimburse ER for all delivery and handling charges.
3. **Limited or No Warranty; Limitation on Damages.** ER is not the manufacturer of any Equipment. Unless expressly set forth on the face of this document, warranties, if any, are only those of the manufacturer. ER's sole responsibility for any breach of any warranty it provides will be (i) to repair such Equipment at ER's facility, (ii) replace such equipment, or, (iii) if ER determines that neither of these two options is reasonable, to cancel such order with no further obligation to Customer. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, ER DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED; INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE EQUIPMENT DOES NOT INFRINGE UPON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY. Customer shall indemnify and hold ER harmless from any and all claims and actions asserted against ER for injury to persons and property related to any use of the Equipment. In no event will ER, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. The remedies in these Terms are Customer's sole and exclusive remedies. Customer acknowledges that ER has based its pricing on the limitations in this section.
4. **Compliance.** The parties agree to comply with applicable laws and regulations. ER may suspend performance if Customer is in violation of applicable laws or regulations. No U.S. government procurement regulation shall be deemed a part of this agreement or be applicable to ER unless specifically agreed to in writing by ER. The Equipment may not be used as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Customer agrees to comply with all United States and other applicable laws and regulations regarding the exportation, transshipment, importation, use, sale, diversion and re-exportation of the Equipment, and assumes responsibility for determining whether any shipment of Equipment requires government authorization or would otherwise violate applicable law. Any included software may only be used strictly in accordance with any applicable license(s). Any party defaulting on any of its obligations hereunder shall pay for all costs, expenses and legal fees incurred by the other party to enforce its rights, whether or not legal action is instituted, including in the case of ER, the costs of recovering, repairing or replacing the Equipment.
5. **Miscellaneous.** All notices hereunder shall be in writing. Typographic and/or clerical errors may be corrected by ER on notice to Customer. This agreement shall be enforceable in the state or federal courts in California and governed by the laws of that state excluding any conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply. To the extent that any provision or a portion of any provision is determined to be illegal or unenforceable, the remainder will remain in full force and effect. Customer may not transfer or encumber any rights hereunder without the consent of ER; ER may assign or transfer any of its rights or obligations upon notice in connection with a transfer of its business. No waiver by either party of any breach of any provision of this agreement shall be construed as a waiver of any subsequent breach or as a continuing waiver of such breach. Any approval, consent or determination of ER shall be given in ER's sole and absolute discretion. Time is of the essence. "Including" means "including without limitation."

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO RENTALS

1. **Ownership; Use.** All Equipment remains the property of ER at all times. Customer will not permit any ownership labels to be removed, obscured or defaced. Equipment must remain at and may be used only by Customer at Customer's place of business designated on the face of this document. Customer shall pay any costs arising from a change of location with or without ER's consent. Customer shall not make any alterations, additions or modifications to the Equipment and shall use it only for the purpose and in the manner intended by the manufacturer. Customer has no purchase rights, purchase options or equity accruals unless specifically otherwise stated by ER in writing, all of which will be immediately lost if Customer fails to comply with any of the terms of this agreement.
2. **Rental Terms.** Unless otherwise stated on the face of this document (a) rates quoted are for a 30 day rental period; (b) minimum rental is 30 days; (c) minimum billing is \$100; (d) no credit will be issued for less than \$50; (e) rental charges commence the day ER ships the Equipment to Customer; (f) rent is prorated on a daily basis starting at the beginning of the second rental billing period; and (g) rent continues to accrue until the Equipment is returned to ER or, in the case of lost or destroyed Equipment, until Customer notifies ER of the circumstances and pays all back rentals and the fair market value of

**Customer Initials:_____

VAN NUYS CA 91411 Ph. (818) 781-2221 Fax (818) 374-7399 www.electrorent.com

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the Equipment as determined by ER. If requested to do so by ER, Customer will furnish ER with proof that Customer has insurance coverage on the Equipment acceptable to ER. If Customer fails to do so, ER may at its option and for its benefit alone, obtain insurance and charge the cost to Customer as additional rent.

3. **Repair/Calibration.** Upon reasonable notice from Customer during the course of rental, ER will repair or calibrate any malfunctioning Equipment; provided, however, Customer will pay the costs of such repair or calibration if Customer has neglected, misused or abused the Equipment, or permitted anyone other than ER to work on or service the Equipment. Customer must pay rental charges if any Equipment replaced by ER is not properly returned to ER not later than the earlier of (i) ten (10) calendar days after shipment of the replacement Equipment or (ii) the expiration of the rental term.
4. **Return.** Customer agrees to return the Equipment, freight prepaid, properly packaged, and will be responsible for delivery to ER in substantially the same condition as when first received by Customer, reasonable use and wear alone excepted. Customer's license with respect to any software included with the Equipment will terminate on the expiration or termination of the rental, at which time Customer agrees promptly to return the software to ER and to destroy any archived copies.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT SALES

1. **Delivery of new Equipment.** FOB Destination. For the sale of new Equipment, delivery is FOB Customer's destination.
2. **Title.** Title to new Equipment will pass to Customer upon delivery. Acceptance of new Equipment by Customer will occur upon delivery. Customer hereby grants to ER a first priority security interest on the Equipment and all proceeds thereof, which shall expire only upon Customer making payment in full to ER for the Equipment. Customer authorizes ER to file financing statements covering the Equipment in any jurisdictions ER deems appropriate.
3. **Warranties.** All Equipment is used unless otherwise expressly identified in writing by ER on the face of this document.

New Equipment. For all new Equipment, Customer will look exclusively to any manufacturer's warranty with respect to any defects.

Other than New Equipment. Sales of all other Equipment, including in the case of direct sales or sales under a purchase option, are without warranty and may not be returned unless expressly stated in writing on the face of this document, in which case the warranty period shall start on the date of shipment by ER and run for (i) 120 days for Test and Measurement Equipment and (ii) 30 days for computer equipment (excluding accessories or consumables (i.e. batteries, toner cartridges, ribbons, etc), which are always sold "AS IS").

Returned Equipment must have a Return Merchandise Authorization Form issued by ER within any applicable warranty period and be packaged in original packing materials and shipped prepaid freight to ER's designated center. For new Equipment, ER may assess a restocking fee.

REV. 07-01-2013