

## **RENTAL POLICY 2013**

- This Policy supersedes all previous policies
- Minimum rental duration is ONE month.
- One month is defined as 30 days for the purpose of calculating rentals. Rentals begin the day equipment is shipped or picked up and ends when equipment is received at our facility in good working condition.
- Rental fees cover only normal wear and tear of rental equipment. All rental equipment should be properly maintained throughout the rental period. Renters are responsible for the risk of loss or damage to the equipment resulting from any cause whatsoever.
- Preparation fee is charged for the first month only.
- Preparation fee does not include any shipping charges, or insurance.
- **Fixed deposit** charges are:
  - \$20,000 if the total amount is less than \$50,000
  - \$30,000 if the total amount is between \$50,001 and \$75,000
  - \$40,000 if the total amount is between \$75,001 and \$100,000
  - after that \$10,000 for every \$50,000 value
- Deposits can be guaranteed by a bank.
- Fixed deposit charge (please see the table in the Rental policy) is due with order as a deposit and this amount is accounted towards the final billing. Billing for the rental will be done monthly **in advance**.
- All Prices are F.O.B. Houston, Texas... No exceptions.
- All shipping charges are the responsibility of the renter.
- Shipping charges paid by KMS Technologies will be invoiced with a 20% financing and handling charge.
- Overdue payments are subject to 1.5% interest per month with 5% for the **FIRST** month.
- The renter agrees to indemnify and hold harmless KMS Technologies from any liability whatsoever resulting from renter's use of equipment or the renter's data interpretations.
- Texas sales tax will be added to invoices for rentals delivered to TX addresses or picked up at our offices.
- Sales taxes required by other states are the customer's responsibility. If it gets determined later that sales tax is due, the Customer will be responsible

for reimbursement.

- Each product rented from KMS Technologies must be returned by the customer and/or end-user in the manner in which KMS Technologies delivered it: clean, decontaminated, functional. A \$175/hour fee will be assessed if equipment is not returned as sent.
- KMS Technologies reserves the right to refuse any equipment not properly cleaned or maintained (batteries, copper sulphate etc.).
- KMS Technologies must be informed about missing, defective or malfunctioning equipment within 24 hours. KMS Technologies includes a packing ticket with every shipment. Upon receipt of the rental equipment, the customer/end user must check the packing ticket against the equipment received and immediately notify KMS Technologies of any defects or discrepancies.
- At no time shall any repair of rental equipment be attempted without the consent of KMS Technologies. Any costs resulting from damage to equipment due to negligence on the part of the user or any other situation not related to normal wear and tear of our rental equipment will automatically be charged to the client, in addition to the rental charges.
- Payments:
  - US customers may negotiate a single deposit for all equipment. This may also be applicable to other countries where KMS can use legal channel in case of issues.
  - Sometimes a purchase order is sufficient for government agencies.
  - ALL rental payments are due in ADVANCE for the following month.

Customer signature:

Read and understood and agreed: \_\_\_\_\_  
Title, Company, date