



Advanced Test Equipment Rentals

The Knowledge. The Equipment. The Solution.

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TERMS AND CONDITIONS FOR SALE OF EQUIPMENT

General Terms

The following are the terms and conditions applicable to rental, sales, and service of equipment from Advanced Test Equipment Corporation, Advanced Test Equipment Rentals, Advanced Test Equipment Sales, and Advanced Test Equipment Service. These entities herein after will be referred to as A.T.E. It is agreed and understood that proper legal jurisdiction and venue resides in San Diego, CA for all agreements entered into henceforth. These terms and conditions will prevail over any similar or conflicting terms and conditions of customer.

Acceptance of equipment by customer constitutes the exclusive and binding agreement by the customer to be bound by these terms and conditions covering the purchase or rental of the goods, equipment and or service of such goods and equipment ordered. The term "equipment" means all hardware, software, firmware, manuals, accessories, options, pouches and containers related to the products set forth.

Customer will be in default thereunder if it fails to pay any sum due to A.T.E within payment term granted, or fails to timely perform any other obligation owing to A.T.E., or if any bankruptcy or similar proceedings under federal or state law are filed by or against customer. Upon the occurrence of any default, A.T.E. will: (1) terminate the rental of all products or equipment rented to customer under any and all agreements, (2) require customer to assemble and return all such products and/or equipment, or repossess all such products and/or equipment, and (3) recover from customer all amounts payable hereunder.

A.T.E. does not have any duty to account to customer for the proceeds of any disposition of equipment subsequent to return or repossession. All rights and remedies of A.T.E. on default are cumulative and will be exercised simultaneously or successively. No waiver of any one default will waive any other or subsequent default.

Customer indemnifies and holds A.T.E. harmless for any damage done by rented or leased equipment to other equipment projects or personnel and will insure A.T.E. against any such liability.

Customer is responsible for all loss, theft, mysterious disappearance, damage due to fire, flood, wind, or any other cause while equipment is in customer's possession or in transit via any common special carrier or courier.

Specific Terms and Conditions for Equipment Sales

1. The sale invoice the customer will receive from A.T.E. is based upon agreed payment term, description of equipment, and the original sale price between A.T.E. and customer. Shipping and taxes will be added as necessary.
2. Customer recognizes that A.T.E. is primarily a rental company and has the right to charge a monthly rental fee of up to 10% of the last published manufacturer's list price on all equipment. In the event customer defaults on payment or payment term, A.T.E., will void the sale invoice and begin assessing monthly rental fees as of the shipment date to customer. Additionally, A.T.E. will repossess equipment at customer's expense.

Pricing and Payment Term

3. Customer agrees that prices specified by seller are acceptable and are presumed to be fair and reasonable.

